

AGENDA
REGULAR MEETING OF CITY COUNCIL

2009 09 28

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor B. Hayes

Seconder - Councillor L. Tridico

Resolved that the Minutes of the Regular Council Meeting of 2009 09 14 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor B. Hayes

Seconder - Councillor L. Turco

Resolved that the Agenda for the 2009 09 28 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Ellie Love, Volunteer, Run Director, Run for the Cure will be in attendance concerning Proclamation – Breast Health Awareness Month and Algoma's CIBC Run for the Cure.
- (b) Tracy Willoughby, Director of Services, Children's Aid Society of Algoma will be in attendance concerning Proclamation – Child Abuse Prevention Month.
- (c) Dan Fraser, Fire Prevention Officer will be in attendance concerning Proclamation – Fire Prevention Week.
- (d) Kathy Fisher, Curator, Ermatinger-Clergue National Historic Site; and Carol Caputo, Executive Director, Algoma Kinniwabi Travel Association will be in attendance concerning Proclamation – 1812 Rendezvous.
- (e) Karen Belanger, Algoma Dairy Educator will be in attendance concerning Proclamation – World School Milk Day.

4. (f) Dr. Allan Northan, Medical Officer of Health; and Jonathon Bouma, Public Health Program Director for Infection Control and Outbreak Management; Algoma Public Health will be in attendance at the request of City Council with information concerning the H1N1 flu virus.
- (g) Jeff Holmes, Chair; and Ken Coulter, Executive Director, Community Quality Improvement will be in attendance concerning agenda item 6.(8)(a).
- (h) Greg Punch, President Sault Ste. Marie Economic Development Corporation Board; Bruce Strapp, C.E.O., Economic Development Corporation; and Ian McMillan, Executive Director, Tourism Sault Ste. Marie will be in attendance concerning agenda item 6.(8)(b).

PART ONE – CONSENT AGENDA

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

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

Resolved that all the items listed under date 2009 09 28 – Part One – Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) Letters from the Premier of Ontario (in response to Council resolutions concerning Huron Central Rail and St. Mary's Paper co-generation facility); the Minister of Municipal Affairs and Housing (concerning Provincial-Municipal Fiscal and Service Delivery Review Update) is attached for the information of Council.
- (c) A News Release dated 2009 09 16 concerning Stakeholders Continue Efforts to Establish Permanent Rail Line Between Sault Ste. Marie and Sudbury is attached for the information of Council.
- (d) A News Release dated 2009 09 23 concerning provincial funding in the amount of \$448,500.00 for capital repairs to Conservation Authority infrastructure is attached for the information of Council.
- (e) A letter from Councillor Steve Butland concerning the Founding Nations Flag Project is attached for the information of Council.
- (f) Recent correspondence between the City of Sault Ste. Marie and the Northern Ontario School of Medicine is attached for the information of Council.

5. (g) A letter from the Association of Municipal Managers Clerks and Treasurers of Ontario concerning municipal staff with longstanding years of service to AMCTO is attached for the information of Council.

Mover - Councillor P. Mick

Seconders - Councillor L. Turco

Resolved that City Council expresses its congratulations and appreciation to Bill Freiburger, Commissioner of Finance and Treasurer; and to Enrico Pino, Manager of Accounting on their achievement of receiving the Association of Municipal Managers Clerks and Treasurers of Ontario 20-year service award for longstanding commitment to the Association and to the municipal profession.

(h) **Staff Travel Requests**

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

Mover - Councillor B. Hayes

Seconders - Councillor L. Tridico

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 09 28 be approved as requested.

(i) **Tender for Lighting Upgrades – Civic Centre (2009AD02)**

A report of the Manager of Purchasing is attached for the consideration of Council.

Mover - Councillor B. Hayes

Seconders - Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2009 09 28 be endorsed and that the tender for Lighting Upgrades at the Civic Centre, required by Building Services Division, Engineering and Planning Department, be awarded as recommended.

(j) **Renewal 2009-2011 Civic Centre Security Duties – Parking By-law Enforcement Officers – Public Library Security Duties**

A report of the Manager of Purchasing and the Commissioner of Engineering and Planning is attached for the consideration of Council.

Mover - Councillor P. Mick

Seconders - Councillor L. Tridico

Resolved that the reports of the Manager of Purchasing and the Commissioner of Engineering and Planning dated 2009 09 28 be endorsed and that the contract for Security Services – Civic Centre, required by Building Services Division, Engineering and Planning Department be renewed as recommended.

5. (k) **Tender for Refuse Collection – Multi-Residential Contract (2009WA01)**
A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover - Councillor P. Mick
Seconded - Councillor L. Turco
Resolved that the report of the Manager of Purchasing dated 2009 09 28 be endorsed and that the tender to provide Multi-Residential Refuse Collection for a period of six (6) years, required by the Public Works and Transportation Department be awarded as recommended.
- (l) **Property Tax Appeals**
A report of the City Tax Collector is attached for the consideration of Council.
- Mover - Councillor B. Hayes
Seconded - 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 28 be approved and the tax records be amended accordingly.
- (m) **2008 Financial Statements**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. The report entitled 2008 Consolidated Financial Statements is appended under separate cover for Council.
- Mover - Councillor B. Hayes
Seconded - Councillor L. Turco
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 09 28 be accepted and the 2008 Consolidated Financial Statements be approved.
- (n) **Mayor and Council Travel Expenses – January 1 to June 30, 2009**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.
- Mover - Councillor P. Mick
Seconded - Councillor L. Tridico
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 09 28 concerning Mayor and Council travel expenses for the period January 1 to June 30, 2009 be received as information.
- (o) **Accountability Agreement With the Sault Ste. Marie Economic Development Corporation**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

5. (o) Mover - Councillor P. Mick
Second - Councillor L. Turco
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 09 28 concerning Accountability Agreement With the Sault Ste. Marie Economic Development Corporation be accepted and the recommendation that Council approve the Memorandum of Understanding with the Sault Ste. Marie Economic Development Corporation and further that the City Solicitor prepare the appropriate by-law to authorize the agreement be approved.
- (p) **Financing of the Algoma Public Health Building**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.
- Mover - Councillor B. Hayes
Second - Councillor L. Tridico
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 09 28 concerning Financing of the Algoma Public Health Building be received as information.
- (q) **Collective Bargaining – February 1, 2009 to January 31, 2012 – Memorandum of Settlement – United Steelworkers Local 2251 - Transit**
A report of the Commissioner of Human Resources is attached for the consideration of Council.
- Mover - Councillor B. Hayes
Second - Councillor L. Turco
Resolved that the report of the Commissioner of Human Resources dated 2009 09 28 concerning Collective Bargaining - February 1, 2009 to January 31, 2012 - Memorandum of Settlement be accepted and further that the Memorandum of Settlement for United Steelworkers Local 2251 - Transit 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.
- (r) **Request for Financial Assistance for National/International Sports Competitions**
A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover - Councillor P. Mick
Second - Councillor L. Tridico
Resolved that the report of the Manager of Recreation and Culture dated 2009 09 28 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$200.00 grant to Lana Perry (World 3D Archery Championships) be approved.

5. (s) **Naming of Finn Hill Trailhead**

A report of the Manager of Recreation and Culture on behalf of the Parks and Recreation Advisory Committee is attached for the consideration of Council.

Mover - Councillor P. Mick

Seconded - Councillor L. Turco

Resolved that the report of the Manager of Recreation and Culture on behalf of the Parks and Recreation Advisory Committee dated 2009 09 28 concerning Naming of Finn Hill Trailhead be accepted and the recommendation that the application by the Sault Trails Action Committee to name the proposed trailhead shelter on the Finn Hill section of the Hub Trail the "James S. Miller Trailhead" be approved.

(t) **Contract 2009-14E – Third Line Extension – Great Northern Road to 1,000 Metres Easterly**

A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-laws 2009-165 and 2009-166 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(u) **Engineering Services – Haviland Crescent Sanitary Sewer Reconstruction**

A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2009-158 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(v) **Awarding of Tender for Algoma Public Health Facility (APH)**

A report of the Commissioner of Engineering and Planning is attached for the consideration of Council. The relevant By-law 2009-168 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

Mover - Councillor B. Hayes

Seconded - Councillor L. Tridico

Resolved that the report of the Commissioner of Engineering and Planning dated 2009 09 28 concerning Awarding of Tender for Algoma Public Health Facility (APH) be accepted and the recommendation that Council award the contract to Bonfield Construction subject to the final approved confirmation of loan arrangements with APH's bank to finance the project be approved.

(w) **New Algoma Public Health Building on Willow Avenue – Agreements Involving the City, Algoma Public Health and Sault College of Applied Arts and Technology**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-laws 2009-161, 2009-162 and 2009-163 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (x) **Proposed Sale of 254-258 Queen Street East to James R. McAuley In Trust**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-164 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (y) **Carbon Monoxide By-law - Amendment**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2009-167 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (z) **Downtown Development Initiative – Municipal Tax Increment Rebate Program**
A report of the Planning Division is attached for the consideration of Council.
- Mover - Councillor P. Mick
Second - Councillor L. Turco
Resolved that the report of the Planning Division dated 2009 09 28 concerning the Downtown Development Initiative – Municipal Tax Increment Rebate Program be accepted and the Planning Director's recommendation that City Council authorize a three-year municipal property tax rebate for 719 Bay Street, for the years 2010, 2011 and 2012, with the annual rebate totalling 75%, 50% and 25% respectively be endorsed.
- (aa) **Federal Gas Tax for Transit**
A report of the Transit Manager is attached for the consideration of Council.
- Mover - Councillor B. Hayes
Second - Councillor L. Tridico
Resolved that the report of the Transit Manager dated 2009 09 21 concerning Federal Gas Tax for Transit be accepted and the recommendation that Council authorize \$211,000.00 in federal gas tax funding, that was previously approved in the 2009 budget for roof repairs to the Transit vehicle storage building at 111 Huron Street, to now be allocated to capital upgrades to extend the operating life of five buses and for repairs to three bus hoists at 111 Huron Street be approved.
- (bb) **Tender for One (1) Sewer Maintenance Easement Machine c/w Trailer**
A report of the Manager of Equipment and Building Maintenance, Public Works and Transportation is attached for the consideration of Council.

5. (bb) Mover - Councillor B. Hayes
Seconded - Councillor L. Turco
Resolved that the report of the Manager of Equipment and Building Maintenance dated 2009 09 28 concerning Tender for One Sewer Maintenance Easement Machine c/w Trailer be accepted and the recommendation that Council authorize staff to tender for a Sewer Maintenance Easement Machine c/w Trailer at an estimated cost of \$70,000.00 with funds to come from 2009 new equipment reserve fund and 2009 sewer surcharge account be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

- (a) **Application No. A-22-09-OP – City of Sault Ste. Marie – Request to Amend Rural Area Policies of Official Plan to Permit the Creation of Not More than One Severance Per Lot**

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

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

Resolved that the report of the Planning Director dated 2009 09 28 concerning Application No. A-22-09-OP – City of Sault Ste. Marie – amendment to the rural area policies of the Official Plan to permit the creation of not more than one severance per lot BE DEFERRED to the October 26, 2009 City Council Meeting in order to allow staff to further review comments of the Ministry of Municipal Affairs and Housing be approved.

6. (7) PUBLIC WORKS AND TRANSPORTATION

- (a) **Residential Refuse Collection Contract**

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

6. (7)
(a)

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

Resolved that the reports of the Commissioner of Public Works and Transportation dated 2009 09 14 and 2009 09 28 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.

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

(a) **Community Quality Improvement – Request for Increase in Funding**

A report of the Chair and Executive Director, Community Quality Improvement is attached for the consideration and direction of Council.

(b) **Sault Ste. Marie – Gateway to Northern Ontario**

A report of Mayor J. Rowswell and the Sault Ste. Marie Economic Development Corporation Tourism Gateway Committee is attached for the consideration of Council.

Mover - Councillor F. Fata
Seconded - Councillor S. Myers

Resolved that the report of Mayor J. Rowswell dated 2009 09 28 concerning Gateway to Northern Ontario and the report of the SSMEDC Tourism Gateway Committee dated 2009 09 21 be accepted and the recommendations:

1. that the EDC Gateway Committee report be received as information and the resolutions of the Gateway Committee dated June 1, 2009 and September 8, 2009 be accepted as 'next steps'; and
 2. that Council agrees to support Mayor Rowswell and the EDC Gateway Committee to request that NOHFC do the following:
 - i) verify with the Province that they still intend to support Sault Ste. Marie as a key gateway to Northern Ontario; and
 - ii) extend the \$15 million for a minimum of two years to facilitate a Gateway tourist attraction; and
 - iii) examine the possible relocation of the ACR-CN train station to the Gateway site opposite the Casino;
- be approved.

7.

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

- (a) The following Notice of Motion was read at the September 14, 2009 Council Meeting and is now being presented for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor J. Caicco

Whereas in June 2007 City Council endorsed a resolution requesting a report on how a plebiscite/referendum question could be placed on the 2010 Municipal ballot deciding whether or not stores should be open or closed on Boxing Day; and

Whereas the City Solicitor reported back to Council in July of the same year advising that Council had to give notice to the community that a question would be on the ballot six months prior to the election (May 2010); and

Whereas the preparation for this type of notice should start now giving all involved in the process time to get it right;

Therefore be it resolved that City Council now vote to begin the process of placing the Boxing Day question on the next Municipal Ballot.

- (b) Mover - Councillor O. Grandinetti

Seconder - Councillor F. Manzo

Whereas City Council is currently reviewing Procedure By-law 99-100; and

Whereas, in the interest of completing all of the City's business by a reasonable hour, Council is being asked to consider starting caucus meetings prior to the regular open Council meeting; and

Whereas having a caucus meeting is not always required and in any event requires a resolution of Council passed in open session to legally allow a caucus meeting; and

Whereas it is important for any level of government to ensure stable access to meetings for the public;

Now therefore be it resolved that City Council amend Procedure By-law 99-100 Section 3 (1) so that the regular meetings of City Council shall be held at 3:00 p.m. commencing the first regular meeting of 2010.

- (c) Mover - Councillor P. Mick

Seconder - Councillor B. Hayes

Whereas many residents of Old Garden River Road, Cedar Heights, Bianchi Estates and now Windsor Farms have complained about the length of timing on the traffic light at Old Garden River Road and Second Line; and

Whereas only three cars are able to get through the intersection from Old Garden River Road at one time; and

Whereas many of the cars travelling this road are making a left turn onto Second Line and have to wait for cars proceeding straight through resulting in the passage of only one vehicle; and

7. (c) Whereas the right lane is for right turns only and the centre lane is for turning left or proceeding straight through and many frustrated drivers are using the turning lane to go straight through; and
Whereas cyclists and pedestrians are having an even more difficult time in crossing as they cannot cross without the light turning red before they reach the other side; and
Whereas transports sometimes run the red light on Second Line;
Now therefore be it resolved that staff report back on possible solutions for the safety concerns (problems) at this corner.

- (d) Mover - Councillor S. Butland
Seconder - Councillor T. Sheehan
Be it resolved that Council through the Office of the Mayor extend congratulations to the Smack Daddy Renegades who recently captured the Slo-Pitch "D" Division Provincial Championships held in St. Catharines, Ontario (first provincial championship in 20 years).

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

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

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

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

AGREEMENTS

- (a) 2009-158 A by-law to authorize an agreement between the City and STEM Engineering for the design and contract administration of the reconstruction of the sanitary sewer on Haviland Crescent.

A report from the Director of Engineering Services is on the agenda.
- (b) 2009-161 A by-law to authorize an agreement of purchase and sale between the City and The Sault College of Applied Arts and Technology for the transfer of the property necessary for Algoma Public Health's new facility.

A report from the City Solicitor is on the agenda.

10. (c) 2009-162 A by-law to authorize an agreement with the City and Algoma Public Health for the use of facilities in the Willow Avenue side of Sault College Centre.
- A report from the City Solicitor is on the agenda.
- (d) 2009-163 A by-law to authorize an agreement with the City and Algoma Public Health to provide for the City assigning the design and construction of project for Algoma Public Health.
- A report from the City Solicitor is on the agenda.
- (e) 2009-165 A by-law to authorize a contract between the City and General Contracting (Sault Ste. Marie) Ltd. for the reconstruction of Third Line East from Great Northern Road to 1,000 metres westerly (Contract 2009-14E).
- A report from the Design and Construction Engineer is on the agenda.
- (f) 2009-168 A by-law to authorize an agreement between the City of Sault Ste. Marie and Bondfield Construction Company Limited for awarding tender for the Algoma Public Health Facility (APH).
- A report from the Commissioner of Engineering and Planning Department is on the agenda.

DEVELOPMENT CONTROL

- (g) 2009-160 A by-law to designate the lands located at 312 Alexandra Street an area of site plan control.

PROPERTY SALE

- (h) 2009-164 A by-law to authorize the conveyance of 254-258 Queen Street East to James R. McAuley, in Trust for the price of \$55,000.00 subject to the usual adjustments.
- A report from the Assistant City Solicitor is on the agenda.
- (i) 2009-169 A by-law to authorize the vesting of the property at 254-258 Queen Street East in the name of The Corporation of the City of Sault Ste. Marie pursuant to Section 379 of the Municipal Act.

10. (j) **REGULATIONS**

2009-167 A by-law to amend By-law 2009-82 (a by-law to require the installation and maintenance of carbon monoxide alarms in all residential occupancies containing fuel fired appliances and/or attached garages).

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

TEMPORARY STREET CLOSING

(k) 2009-166 A by-law to permit the temporary street closing of Third Line East (for extended periods) from Great Northern Road to 1,000 metres westerly.

ZONING

(l) 2009-159 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 312 Alexandra Street.

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 B. Hayes
Seconder - Councillor L. Turco
Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 09 14

4:30 P.M.

COUNCIL CHAMBERS

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

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

1. **ADOPTION OF MINUTES**

Moved by Councillor B. Hayes

Seconded by Councillor L. Tridico

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

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

3. **APPROVE AGENDA AS PRESENTED**

Moved by Councillor B. Hayes

Seconded by Councillor L. Turco

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

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Leslie Smith, representative of Women for Social Justice was in attendance concerning Proclamation – Take Back the Night.
- (b) Bill Thornton, 2009 United Way Campaign Chair was in attendance concerning Proclamation – 2009 United Way Campaign.
- (c) Anna Boyonoski, Manager Downtown Association was in attendance concerning Proclamation - Walk of Fame Day.

4. (d) Lou St. Jules, Public Relations Coordinator, Elks Lodge #341 was in attendance concerning Proclamation – Elks and Royal Purple Oncology Van Program Week.
- (e) Cecil Mah; Irma Giovanatti, resident of 176 Huron Street; and Otello Erme, resident of 319 Alexandra Street were in attendance concerning agenda item 6.(6)(a).
- (f) Paul Beach, Manager Community Geomatics Centre and Kristen Hoffman, Sault Ste. Marie Innovation Centre 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 P. Mick

Seconded by Councillor L. Tridico

Resolved that all the items listed under date 2009 09 14 - Part One - Consent Agenda [save and except 5.(p) OFFICIALLY READ NOT DEALT WITH and 5.(s) TABLED TO SEPTEMBER 28TH] be approved as recommended. CARRIED.

- (a) Correspondence from AMO was received by Council.
- (b) Correspondence from the Town of Amherstburg (concerning MPAC evaluation of solar energy development); and Land Use Council (concerning Endangered Species Act regulations) was received by 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) were received by Council.
- (d) The letter from the Scotties Tournament of Hearts Host Committee Chair requesting a resolution of Council designating the Tournament as a significant municipal event was received by Council.

5. (d) Moved by Councillor P. Mick
Seconded by 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. CARRIED.
- (e) Correspondence concerning requests for permission to hold special occasion permit events at outdoor municipal facilities was accepted by Council.

Moved by Councillor B. Hayes
Seconded by 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. CARRIED.

- (f) The letter from Mayor Rowswell to the Chair, Tourism Sault Ste. Marie concerning Sault Ste. Marie's Tourism Industry was received by Council.

Moved by Councillor B. Hayes
Seconded by 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. CARRIED.

- (g) The News Release concerning Huron Central Railway was received by Council.

5. (h) **Appointment to Accessibility Advisory Committee**

Moved by Councillor B. Hayes

Seconded by 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. CARRIED.

(i) **Council Travel**

Moved by Councillor P. Mick

Seconded by 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. CARRIED.

Moved by Councillor P. Mick

Seconded by Councillor L. Tridico

Resolved that Councillor Lou Turco be authorized to travel to an Association of Municipalities of Ontario (AMO) Board of Directors Meeting being held in Toronto, Ontario (2 days in September) at a cost of \$300.00 to the City. CARRIED.

(j) **Staff Travel Requests**

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

Moved by Councillor P. Mick

Seconded by 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. CARRIED.

(k) **Property Tax Appeals**

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

Moved by Councillor B. Hayes

Seconded by 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. CARRIED.

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

The report of the Manager of Community Centres was received by Council.

5. (l) Moved by Councillor B. Hayes
Seconded by 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. CARRIED.
- (m) **Strathclair Park – Lighting for Slo-Pitch Field “A”**
The report of the Commissioner of Community Services was received by Council.

Moved by Councillor P. Mick
Seconded by 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. CARRIED.
- (n) **Root River Bridges – Great Northern Road**
The report of the Director of Engineering Services was received by Council.

Moved by Councillor P. Mick
Seconded by 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. CARRIED.
- (o) **Coldwater Creek Culvert – Old Garden River Road**
The report of the Director of Engineering Services was accepted by Council.

Moved by Councillor B. Hayes
Seconded by 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. CARRIED.
- (p) **By-law 2009-155 – A By-law Amending Smoking Control By-law 2003-7 – Dealing With Smoking Outdoors**
The report of the City Solicitor was received by Council. The relevant By-law 2009-155 is listed under Item 10 of the Minutes.

5. (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**

The report of the City Solicitor was accepted by Council. The relevant By-law 2009-154 is listed under Item 10 of the Minutes.

- (r) **F. J. Davey Home – Disposal of Assets Upon Dissolution**

The report of the City Solicitor was accepted by Council. The relevant By-law 2009-152 is listed under Item 10 of the Minutes.

Councillor L. Turco declared a pecuniary interest – serves on the Davey Home Board of Directors.

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

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

Moved by Councillor B. Hayes

Seconded by 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. OFFICIALLY READ NOT DEALT WITH (TABLED TO SEPTEMBER 28TH COUNCIL MEETING FOR FURTHER REPORT FROM PUBLIC WORKS AND TRANSPORTATION)

- (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**

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

5. (t) Moved by Councillor P. Mick
Seconded by 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. CARRIED.
- (u) **Sault Ste. Marie Museum – Budget**
The report of the President, Management Board of Directors, Sault Ste. Marie Museum was accepted by Council.
- Moved by Councillor P. Mick
Seconded by 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. CARRIED.
- (v) The letter of request for a temporary street closing was accepted by Council.
1) on Queensgate Boulevard in conjunction with a Street Barbecue on September 26th.
The relevant By-law 2009-157 is listed under Item 10 of the Minutes.

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**
The report of the Planning Division was accepted by Council.

6. (6)
(a)

Moved by Councillor P. Mick
Seconded by Councillor S. Myers

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. CARRIED.

Recorded Vote

For: Mayor J. Rowswell, Councillors J. Caicco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, F. Fata, S. Butland, P. Mick

Against: Councillors L. Turco, L. Tridico, F. Manzo

Absent: Nil

Councillor T. Sheehan declared a pecuniary interest – owns property on Alexandra Street.

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

(a) **Youth Crime in Sault Ste. Marie**

The report of the Sault Ste. Marie Innovation Centre entitled Youth Crime in Sault Ste. Marie 2006 – 2008 was accepted by Council.

Moved by Councillor B. Hayes
Seconded by 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.
CARRIED.

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

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

- (a) Moved by Councillor S. Myers
Seconded by Councillor T. Sheehan

Whereas 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. CARRIED.

7. (b) Moved by Councillor S. Myers
Seconded by 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;
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.
CARRIED.
- (c) Moved by Councillor L. Tridico
Seconded by 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. CARRIED.

7. (d) Moved by Councillor J. Caicco
Seconded by 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. CARRIED.

The neighbourhood petition requesting a school crossing guard at Pinewood School was received by Council.

- (e) Moved by Councillor J. Caicco
Seconded by 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. CARRIED.
- (f) Moved by Councillor S. Butland
Seconded by 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). CARRIED.
- (g) Moved by Councillor T. Sheehan
Seconded by 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

7. (g) 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. CARRIED.

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

- (h) Moved by Councillor F. Manzo
Seconded by 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. CARRIED.

Project details were received by Council.

- (i) Moved by Councillor S. Butland
Seconded by 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. CARRIED.
- (j) Moved by Councillor T. Sheehan
Seconded by 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

7. (j) 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); Federation of Northern Ontario Municipalities (FONOM); and Northwestern Ontario Municipal Association (NOMA). CARRIED.
- (k) Moved by Councillor T. Sheehan
Seconded by 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.
CARRIED.
- (l) Moved by Councillor T. Sheehan
Seconded by Councillor L. Tridico
Whereas City Council has received consent report 5.(p) from the City Solicitor in regards to 10.(f) By-law 2009-155 (dealing with smoking outdoors); and
Whereas Section 41(3) of Procedure By-law 99-100 allows City Council to carry out a third reading of the by-law at a future date; and
Whereas no consultation has taken place with the citizens of Sault Ste. Marie, public/private stakeholders and permit purchasers (City's customers) on this important matter;
Now therefore be it resolved that City Council invoke section 41(3) of the Procedure By-law and DEFER the third reading of By-law 2009-155 to allow for proper public consultation; and
Further be it resolved that City staff advertise By-law 2009-155 and that any feedback regarding the By-law be welcomed and if appropriate the contents of the By-law in question be amended to reflect the results of the public consultation. CARRIED.

7. (l) Recorded Vote

For: Mayor J. Rowswell, Councillors B. Hayes, I. Tridico, F. Fata, T. Sheehan, S. Butland, F. Manzo

Against: Councillors J. Caicco, L. Turco, D. Celetti, O. Grandinetti, S. Myers, P. Mick

Absent: Nil

(m) Notice of Motion

Mover Councillor T. Sheehan

Seconder Councillor J. Caicco

Whereas in June 2007 City Council endorsed a resolution requesting a report on how a plebiscite/referendum question could be placed on the 2010 Municipal ballot deciding whether or not stores should be open or closed on Boxing Day; and

Whereas the City Solicitor reported back to Council in July of the same year advising that Council had to give notice to the community that a question would be on the ballot six months prior to the election (May 2010); and

Whereas the preparation for this type of notice should start now giving all involved in the process time to get it right;

Therefore be it resolved that City Council now vote to begin the process of placing the Boxing Day question on the next Municipal Ballot.

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 B. Hayes

Seconded by Councillor L. Tridico

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 09 14 [save and except 2009-155 – DEFERRED to future meeting following public consultation] be approved. CARRIED.

(a) Moved by Councillor B. Hayes

Seconded by Councillor L. Tridico

Resolved that By-law 2009-151 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be read three times and passed in Open Council this 14th day of September, 2009. CARRIED.

10. (b) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2009-152 being 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. Dave Home corporation the property remaining after the payment of all debts and liabilities shall be distributed to the City be read three times and passed in Open Council this 14th day of September, 2009. CARRIED.

Councillor L. Turco declared a pecuniary interest – serves on the Davey Home Board of Directors.

- (c) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2009-153 being a by-law to authorize amendments to the text and the tariff rates of By-law 99-208 be read three times and passed in Open Council this 14th day of September, 2009. CARRIED.
- (d) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2009-154 being a by-law to authorize a contribution agreement between the City and Her Majesty the Queen as represented by the Minister of Energy and Infrastructure (Ontario) for funding for the Algoma Public Health building and the Waterfront Walkway and Hub Trail extension be read three times and passed in Open Council this 14th day of September, 2009. CARRIED.
- (e) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2009-155 being a by-law to amend By-law 2003-7 (a by-law to regulate smoking in public places) be read three times and passed in Open Council this 14th day of September, 2009. OFFICIALLY READ NOT DEALT WITH. (NOTE: 3RD READING DEFERRED TO A FUTURE COUNCIL MEETING FOLLOWING PUBLIC CONSULTATION)
- (f) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2009-156 being 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 be read three times and passed in Open Council this 14th day of September, 2009. CARRIED.

10. (g) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2009-157 being a by-law to permit the temporary street closing of Queensgate Boulevard from 81 Queensgate Boulevard to 147 Queensgate Boulevard on September 26, 2009 to facilitate a neighbourhood street gathering be read three times and passed in Open Council this 14th day of September, 2009. CARRIED.

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

- (a) Moved by Councillor B. Hayes
Seconded by Councillor L. Turco
Resolved that Council shall now go into Caucus to:
1. discuss proposed disposition of property located on Queen Street East; and
2. discuss proposed acquisition of property located on Albert Street West; and
Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED.

12. **ADJOURNMENT**

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

MAYOR

CLERK



Association of Municipalities of Ontario

Economic Development Task Force - Update

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

To the attention of the Clerk,
Council, and Economic Development Staff

ALERT N°: 09/065
September 22, 2009

5(a)
ALERT

Provincial Government Hosting Sessions on Broadband Funding

The Ontario Government is hosting three information sessions to provide a general overview of two recently announcement federal and provincial broadband infrastructure programs.

In January 2009, Industry Canada announced a \$225 million program to extend broadband coverage called *Broadband Canada: Connecting Rural Canadians*. On July 30, 2009, the Ontario government announced funding of up to \$32.75 million to support projects approved under the federal program. The provincial co-investment will provide up to one-third of total eligible costs for those projects that also meet Ontario's priorities and objectives.

Eligible applicants include the private sector or consortiums of companies, not-for-profit organizations, and provincial entities that build and operate broadband infrastructure. Municipalities are invited to participate at in the sessions listed below. This initiative represents an important opportunity for the continued expansion of broadband access in Ontario.

Contact Heidi Steffen-Petrie at (519) 826-6616 to confirm your attendance at one of the following sessions:

Monday September 28, 1:00 – 4:00

Quality Hotel and Suites Conference Centre,
580 Bruin Blvd,
Woodstock, Ontario
Telephone number: (519) 537-5586

Tuesday September 29, 1:00 – 4:00

Highwayman Inn and Conference Centre,
201 Woodside Drive,
Orillia, Ontario
Telephone number: (705) 326-7343

Wednesday September 30, 1:00 – 4:00

Web-meeting and Teleconference

URL: <http://digitalontario.na3.acrobat.com/broadbandinfosession/>

Teleconference number: (416) 620-9058 or 1-(866) 834-7689, code 9927768#

Additional program information is also available on the following websites:

- Building Broadband in Rural and Northern Ontario Program:
<http://www.omafra.gov.on.ca/english/rural/bbrno/index.htm>
- Industry Canada:
<http://www.ic.gc.ca/eic/site/719.nsf/eng/home>
- Digital Ontario:
<http://www.digitalontario.mgs.gov.on.ca/>

The deadline to submit applications is October 23, 2009.

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.

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) 223-1147	☐ AM	☐ PM
REVISED DATE! Wednesday, November 4, 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
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 416-971-9856 | Toll Free 1-877-426-6527



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



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5(a)
ALERT

MEMBER COMMUNICATION

ALERT N°: 09/064

To the attention of the Clerk and Council
September 21, 2009

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

AMO Releases Draft Paper: Seeking Joint and Several Liability Reform

Issue: A staff working group has prepared a draft paper seeking Joint and Several Liability Reform.

Background:

Under the *Negligence Act*, joint and several liability dictates that damages may be recovered from any of the defendants regardless of their individual share of the liability. For municipalities, as a public organization with taxation power and "deep pockets", this means even a finding of slight or minimal liability can result in responsibility for millions of dollars in damage awards, especially in cases where other liable parties do not have sufficient assets. Municipalities are targeted deliberately in some instances because of this reason. It has resulted in steadily increasing costs for municipalities, well out of proportion to actual responsibility and led some to withdraw services to limit liability exposure.

In support of advocacy on this issue, AMO established the Municipal Liability Reform Working Group last year. Members of the group made a presentation at the August 2009 AMO Annual Conference. Today the group presents a draft paper for municipal comment and feedback. The AMO Board will consider a final version of the paper to be sent to the Attorney General.

Action: In support of efforts on this issue, municipalities are encouraged to provide:

- Examples of where services offered to the public have been cut or reduced as a result of liability or risk management concerns;
- Examples of judgements awarded against municipalities where joint and several liability was an issue or where out of court settlements were reached because of it; and
- Thoughts and comments regarding the paper.

Please provide feedback to Matthew Wilson, Senior Policy Advisor at mwilson@amo.on.ca by **Friday October 16, 2009**.

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



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.

5(a)

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
REVISED DATE! Wednesday, November 4, 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

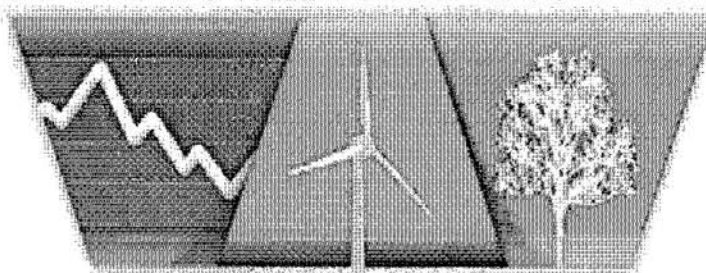


www.amo.on.ca -- Visit the AMO and LAS websites -- www.las.on.ca

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2009 ONTARIO WEST MUNICIPAL CONFERENCE



ECONOMY • ENERGY • ENVIRONMENT



Wednesday, November 25 and Thursday, November 26, 2009

Best Western Lamplighter Inn & Conference Centre,
591 Wellington Road S., London, ON

The Ministry of Municipal Affairs and Housing, Municipal Services Office – Western and the Association of Municipalities of Ontario invite you to join us at the 2009 Ontario West Municipal Conference.

Wednesday

Keynote Speaker - Robert Fisher, a nationally recognized award winning broadcast journalist who for more than 20 years has covered every major political story at the municipal, provincial and national levels for CBC Television's "The National".

Plenary Speaker - Paul Gray, Coordinator, Climate Change Program, Ministry of Natural Resources. Discussion will focus on the unique way in which climate change affects every species and ecosystem. What are the impacts and how do we develop solutions?

Thursday

Plenary Speaker - Gord Miller, Environmental Commissioner of Ontario. In his role as Commissioner, Mr. Miller provides reliable information about Ontario's environmental issues and monitors government compliance with the Environmental Bill of Rights.

Preliminary Agenda

Click [here](#) to view the agenda at the glance, please note this will require internet access.

For hotel accommodations please contact:

Primary Hotel: The Best Western Lamplighter Inn & Conference Centre, 591 Wellington Road South, London, ON., at 519.681.7151 or 1.888.232.6747

Secondary Hotel: Radisson Hotel & Suites, 855 Wellington Road South, London, ON at 519.668.7900 or 1.800.395.7046

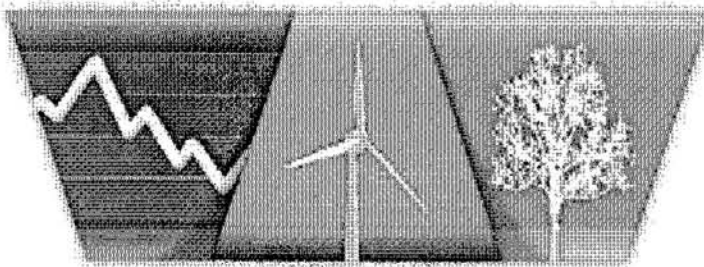
Conference Programming Questions:

Please contact Conference Chairs Dwayne Evans at 519.873.4695 or Luanne Phair 519.873.4691 or at 1.800.265.4736.

Registration Questions:

Please contact Anita Surujdeo at 416.971.9856 or 1.877.426.6527 ext. 344 or via e-mail at asurujdeo@amo.on.ca

2009 ONTARIO WEST MUNICIPAL CONFERENCE



ECONOMY • ENERGY • ENVIRONMENT

Delegate Information:

Mr / Mrs / Ms / Dr / Prof

First Name: _____

Surname: _____

Title: _____

Municipality/Org.: _____

Address: _____

Municipality: _____

Province: _____ Postal Code: _____

Tel: _____

Fax: _____

E-mail: _____

Special needs (dietary, disabilities etc...)_____

Registration Fees: \$225.00 (\$214.29 + \$10.71 GST)

Registration inquiries: Anita Surujdeo at asurujdeo@amo.on.ca at 1.877.426.6527 or 416.971.9856 ext. 344

Payment: Registration forms cannot be processed unless accompanied by proper payment. Only payment by credit card may be faxed to 416.971.6191.

Please make cheques payable to:

Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON, M5H 3C6

Credit Card:☐ Visa☐ MasterCard

CC#

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Expiry Date _____

Name on Card _____

Signature _____

Concurrent Session Selection:

For conference planning purposes, please indicate the concurrent sessions that you wish to attend from the sessions listed below. For more information on each concurrent please click on the more details link next to the session name. Please note times listed below are tentative and subject to change:

Wednesday, November 25th (1:15 pm – 2:30 pm)

- ☐ CAN WE TALK? Liability for Negligent Misrepresentation...more details
- ☐ Let's Focus on the Economy – Part 1...more details
- ☐ Energy Efficient Housing – The EQUilibrium Demonstration...more details
- ☐ Moving Toward Zero Waste...more details
- ☐ A Primer on Rural Economic Development...more details

Wednesday, November 25th (3:00 pm - 4:15 pm)

- ☐ CAN WE TALK? Liability for Negligent Misrepresentation...more details
- ☐ Let's Focus on the Economy – Part 2...more details
- ☐ Air Quality - Not Just a Bunch of Hot Air...more details
- ☐ Energy Efficiency in New Construction – the Future of Green Buildings...more details
- ☐ Why Solar, and Why Now?...more details

Thursday, November 26th (3:30 am – 9:45 am)

- ☐ Latest News on the Housing Economic Stimulus Package [...more details](#)
- ☐ What does the Green Energy and Green Economy Act, 2009 mean for Municipalities? [...more details](#)
- ☐ Energy Conservation - Every Kilowatt Counts [...more details](#)
- ☐ Sustainable Rural Communities [...more details](#)
- ☐ The Dollars and Sense of Natural Heritage Areas [...more details](#)

For more information on the Conference including an updated agenda please visit the Conference pages at www.amo.on.ca

Refund Policy: Cancellations must be requested in writing and received by AMO on or before October 23, 2009.

An administration fee of \$26.25 (\$25 + GST) will apply to all cancellations.



Ready. Set. Make an Impact!

AMO launches new Media Relations training program.

AMO will be hitting the road to bring two new training programs to convenient locations throughout Ontario between March and November 2008:

Intensive Media Relations

This course is designed to provide intensive media relations and media interview training that will benefit elected officials, CAO's, managers, spokespeople and related support staff. It will cover:

- 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)
- How to prepare for media interviews (individually and organizationally), and
- How to deliver messages that tell your story well.

Media Interview Coaching

Participants who have taken the Intensive Media Relations have the opportunity to have private, one-on-one, coaching sessions with a professional media trainer. These one-hour sessions will provide an opportunity to practice presentation skills or engage in mock print, radio and television interviews. Each session will be tailored to your personal goals or needs.

About the Facilitator:

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

AMO will also be offering a general media, communications and presentation skills program at select locations in Ontario. Look for more information on this on our website at www.amo.on.ca or coming soon to your e-mail inbox.

For more information on the program including a bio of the media trainer and additional location information please visit our website at www.amo.on.ca



Media Relations Programs: Registration Form

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	

Intensive Media Relations
\$350 + 5% GST (\$367.50)

Media Interview Coaching Session
\$400 + 5% GST (\$420.00)

Please select location below:

- ☐ April 20: Ottawa: City Hall, Councillor's Lounge
☐ May 13: North Bay: West Ferris Community Centre
☐ Nov 18: Kingston: TBC

Please select location below:

- ☐ April 21: Ottawa: City Hall, 2364E (boardroom)
☐ May 14: North Bay: West Ferris Community Centre

Payment:

Payment method: ☐ Cheque: Please make cheques payable to: Association of Municipalities of Ontario

☐ Visa

☐ MasterCard

Name on Card: _____

Card #: _____

Expiry Date: _____

Signature: _____

Refund Policy: Cancellations must be made in writing and received by AMO 14 days prior to the date of the selected seminar.
An administration fee of \$50.00 + 5% GST (\$52.50) will apply.

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)
FYI

MEMBER COMMUNICATION

FYI N°: 09-114

To the attention of the Clerk and Council
September 10, 2009

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

Continuous Improvement Fund (CIF)

Issue:

The Continuous Improvement fund (CIF) has \$13.5 million available to invest in 2009.

Background:

The Continuous Improvement Fund (CIF) provides grants and loans to municipalities to execute projects that will increase the efficiency of municipal Blue Box recycling and help boost system effectiveness. The CIF started up in January 2008 and has a three year mandate to direct funding support to projects that will:

- identify and implement best practices;
- examine and test emerging technologies;
- employ innovative solutions to increase blue box materials marketed; and
- promote gains in cost-effectiveness that can be implemented province-wide.

The CIF has issued their 1st edition of the Continuous Improvement Fund's e-newsletter which is attached for your viewing. This newsletter provides information on projects that CIF has been working on with communities across Ontario. CIF advises that \$13.4 million has been allocated to projects already but there still remains \$13.5 million available to invest in 2009.

CIF is in the process of developing the 2010 Operations Plan and you are encouraged to discuss your ideas with CIF staff who are named in the attached e-newsletter or to discuss them directly with the AMO appointed municipal representatives on the Municipal Industry Policy Committee, who are listed below:

Sherry Arcaro – 705-775-2737 Ext. 317 – sarcaro@county.peterborough.on.ca

Milena Avramovic – 416-971-9856 Ext. 342 – milena@amo.on.ca

Craig Bartlett – 906-668-7711 Ext. 3561 – craig.bartlett@durham.ca

Linda Churchill (alternate) – 519-883-5100 Ext. 8421 – clinda@waterloo.on.ca

Rick Clow – 613-394-6266 – rick@quinterecycling.org

Action

FYI

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

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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			
		Early Bird Before Sept 18	Regular After Sept 18	On Site Oct 18 - 20	Total Fees
	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			
		Early Bird Before Sept 18	Regular After Sept 18	On Site Oct 18 - 20	Total Fees
	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:



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 Premier
of Ontario

Legislative Building
Queen's Park
Toronto, Ontario
M7A 1A1

Le Premier ministre
de l'Ontario

Édifice de l'Assemblée législative
Queen's Park
Toronto (Ontario)
M7A 1A1



September 9, 2009

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

Dear Ms. Irving:

Thank you for your letter of July 29, informing me of council's resolution regarding the Huron Central Rail line. I appreciate your keeping me apprised of council's position.

I note that you have sent a copy of council's resolution to my colleague the Honourable Jim Bradley, Minister of Transportation. I trust that the minister will also take council's views into consideration.

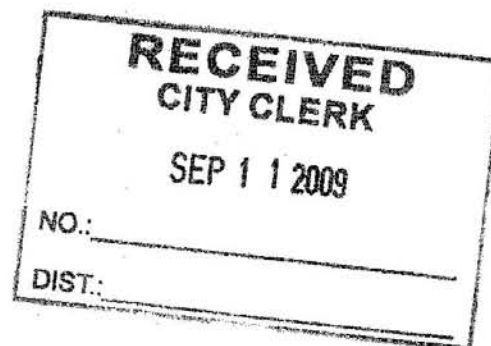
Thank you again for the information. I welcome council's input on this or any other issue of provincial concern.

Yours truly,

A handwritten signature in black ink, appearing to read "Dalton McGuinty".

Dalton McGuinty
Premier

c: The Honourable Jim Bradley



2009 07 27 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.

The Premier
of Ontario

Legislative Building
Queen's Park
Toronto, Ontario
M7A 1A1

Le Premier ministre
de l'Ontario

Édifice de l'Assemblée législative
Queen's Park
Toronto (Ontario)
M7A 1A1



5(b)

September 8, 2009

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

Dear Ms. Irving:

Thank you for your letter dated August 27, informing me of council's resolution in support of the co-generation plans proposed by St. Mary's Paper Corporation. I appreciate your keeping me informed of council's activities.

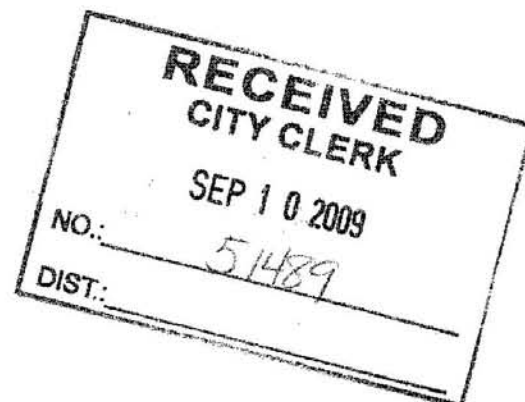
I note that you have sent copies of your resolution to many of my Cabinet colleagues, and I am confident that they will also take council's position into consideration.

Thank you again for the information. Please accept my best wishes.

Yours truly,

A handwritten signature in black ink, reading "Dalton McGuinty".

Dalton McGuinty
Premier



2009 08 24 City Council Meeting Minutes
Clerk's Department

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.

5(6)

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416 585 7000
Fax 416 585 6470
www.ontario.ca/MAH

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. 416 585 7000
Télééc. 416 585 6470
www.ontario.ca/MAH



09-3486

August 24, 2009

MEMORANDUM TO: All Heads of Council

FROM: The Honourable Jim Watson
Minister of Municipal Affairs and Housing

SUBJECT: Provincial-Municipal Fiscal and Service Delivery Review Update

On October 31, 2008, as the result of the Provincial-Municipal Fiscal and Service Delivery Review (PMFSDR), the Province, the Association of Municipalities of Ontario (AMO) and the City of Toronto signed an historic consensus agreement that committed the Province to upload the cost of previously cost-shared social benefit programs off the municipal property tax base. I am writing to update you on the progress of implementation of the recommendations that, when fully realized by 2018, will result in an annual net benefit of \$1.5 billion for municipalities.

Since the consensus agreement was signed, much has changed in the in the global, national and provincial economies, respectively. Yet I am happy to report that the uploads our government committed to are proceeding, based on the agreed-to transfer schedule that is outlined in the consensus report.

An early Review outcome was the agreement that municipal costs for the Ontario Disability Support Program (ODSP) and the Ontario Drug Benefit (ODB) program would be uploaded. In 2008, we uploaded 100 per cent of the Ontario Drug Benefit, saving municipalities \$158 million. This year, we are in the process of uploading ODSP administration costs, which will save an additional \$86 million.

In January 2010, when we begin uploading ODSP benefits, municipalities will save \$310 million. We will finish the upload in 2011, permanently removing the cost of ODSP from the municipal tax base and saving the municipal sector \$340 million.

Starting in 2010, the Province will gradually phase in the uploading of costs of the Ontario Works Benefits (Income and Employment Assistance): three per cent in each of 2010 and 2011; the remainder phased-in by instalments to 2018. Upon completion, the estimated savings for municipalities are estimated to be \$425 million annually.

While the full uploading to the Province will not be completed until 2018, the majority of the costs will be transferred within the next two years. For 2010, the projected municipal savings resulting from the scheduled uploads of social-assistance benefits (i.e., through ODSP and OW) are expected to offset the financial impact of possible increases to social-assistance caseloads associated with the current economic downturn.

12

RECEIVED

AUG 25 2009

MAYOR'S OFFICE

To Heads of Council

Starting in 2012, the Province will also upload municipal costs for court security and for transportation of prisoners. This will be phased in equally over seven years, up to a maximum value of \$125 million per year at maturity.

In our final consensus report, there were a number of recommendations for further joint work among the partners.

The Ministry of Community and Social Services – along with other responsible ministries, AMO and the City of Toronto – has begun joint processes to discuss issues related to several matters. These include OW administration costs; simplifying and modernizing delivery of income assistance and employment-related supports; better integration of Ontario Works, ODSP and Employment Ontario employment services; and working towards consolidating housing and homelessness programs. AMO has identified municipal staff experts from across Ontario to represent the various municipal interests in these discussions.

In advance of the 2012 uploading of court security and costs for prisoner transportation, the Ministry of the Attorney General and the Ministry of Community Safety and Correctional Services are working collaboratively with AMO and the City of Toronto to identify costs across the province. In order to properly gauge those costs, a municipal survey will be circulated in the near future to those municipalities that currently have courts within their jurisdictions. This should provide an overall picture of how much is spent on court security. As well, in the 2010 Financial Information Returns (FIRs), my ministry will include questions about court security costs so that we can monitor such costs on an ongoing basis.

In addition, there will be joint provincial-municipal discussions on developing court security standards, as municipalities continue to deliver the service. AMO and the City of Toronto have identified experts among both municipal staff and police services as representatives.

The consensus report also proposed the launch of a joint provincial-municipal process to develop options regarding responsibilities and funding arrangements for roads and bridges. Such a process would be based on technical and functional criteria grounded in sound asset management principles. We anticipate that the analysis will inventory assets, classify roads, identify asset management practices and review the Connecting Link program, with a focus on rural and northern communities. This work will put us in a good position to address any remaining issues in subsequent phases at the appropriate time.

I know that the municipal sector has nominated its staff experts for this initiative, and that the Ministry of Transportation is working with other ministries to finalize the approach.

The Review recommendations focused on issues identified as the highest priorities by the municipal sector. They also recognized challenges in municipal infrastructure challenges with recommendations for municipal asset management plans and public transit. The recommendations also state that municipalities need to increase their investment in municipal infrastructure, in partnership with the provincial and federal governments.

To Heads of Council

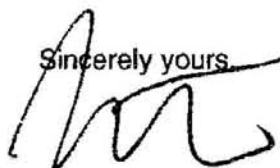
Our government continues to be mindful of your infrastructure pressures and has systematically invested \$6.6 billion in municipal infrastructure in the last three years. This includes the \$1.1 billion from the *Investing in Ontario Act, 2008*, which municipalities are using to improve roads and bridges, expand public transit, and build other municipal projects. Furthermore, over \$1 billion in new funding was provided for municipal infrastructure in our 2008 budget, with \$400 million for municipal roads and bridges, \$497 million for public transit in the Greater Toronto Area and Hamilton for Metrolinx projects and other transit priorities, and \$100 million to rehabilitate existing units of social housing. Our government is also investing \$622 million to match the funding announced in the federal government's 2009 budget, for a combined \$1.2 billion for housing. This funding is expected to create 23,000 jobs over the course of the program.

With your support, we have repeatedly made the case to the federal government for increased assistance for infrastructure funding. Moreover, we are seeing real results.

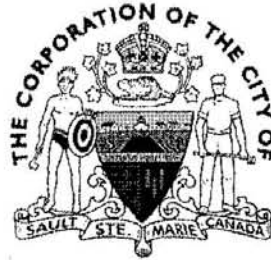
I would like to thank you for that support and also encourage you to continue allocating some of the savings realized from the uploads to your municipal infrastructure.

As we all know, Ontario is facing an economically challenging time. Based on the positive provincial-municipal relationship, strengthened during the Provincial-Municipal Fiscal and Service Delivery Review, I know that we will collaborate productively to address these economic challenges and to capitalize jointly on emerging opportunities for the benefit of all Ontarians.

Sincerely yours,



Jim Watson, MPP
Minister



2009 09 16

**NEWS RELEASE
FOR IMMEDIATE RELEASE**

**Stakeholders Continue Efforts to Establish Permanent Rail Line
between Sault Ste. Marie and Sudbury**

(Sault Ste. Marie, ON) In mid-June 2009 the Huron Central Railway announced that it would no longer operate the short line railway from Sault Ste. Marie to Sudbury because of the economic downturn and the lack of government support for capital improvements. Service between McKerrow and Sault Ste. Marie would terminate August 15, 2009 with the remainder of the line closing October 31, 2009. Canadian Pacific, the owner of the line, indicated that it intended to close the line permanently if another operator could not be found.

On July 14, 2009, at a meeting of stakeholders in Sault Ste. Marie, it was agreed that a working committee consisting of representatives of Essar Steel Algoma, Domtar Espanola and the City of Sault Ste. Marie would be established to address this issue.

On September 16, 2009, a further meeting of stakeholders was held in the City of Sault Ste. Marie Council Chambers. In attendance were affected industries, communities, and First Nations; Federal and Provincial staff; and political representatives. Attendees were apprised of progress to date. Decisions were made regarding the steps which would need to be taken to arrive at a long-term solution.

Progress to Date:

- The working committee has arrived at an interim agreement with Huron Central Railway Inc. that guarantees the continued operation of the short line railway otherwise scheduled to close on August 15, 2009. In support of this agreement NOHFC has announced a contribution of \$1.5 million towards essential short term capital investment. It is anticipated that FedNor will soon announce a similar contribution. Essar Steel Algoma and Domtar Espanola have made commitments to support the operation of the

rail line and the City of Sault Ste. Marie has allocated up to \$250,000 towards administration and negotiation of a long-term agreement

- An application has been submitted to the Federal and Provincial governments for support for a \$12 million infrastructure project to be completed by March 31, 2011
- Next Steps:
 - Gaining a commitment from Canadian Pacific that it is prepared to enter into a long-term contract with Huron Central Rail or another acceptable short line operator.
 - Selecting a short line operator which will operate the line for the long term beyond August 15, 2010.
 - Submitting a proposal to the Federal and Provincial Governments for a project consisting of an additional \$21 million capital infrastructure.

Those in attendance were pleased with the progress to date and supportive of proceeding in the manner outlined by the working group.

-30-

For more information please contact:

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

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

5(d)

Donna Irving

From: Bianca Berlingieri on behalf of j.fratesi (Internet)
Sent: September 24, 2009 8:36 AM
To: Donna Irving
Subject: FW: News Release - Conservation Authority

From: Orazietti_David-MPP-CO [mailto:dorazietti.mpp.co@liberal.ola.org]
Sent: September 23, 2009 11:22 AM
To: John Rowswell; j.fratesi (Internet)
Cc: Linda Whalen
Subject: News Release - Conservation Authority

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

News Release

For Immediate Release

September 23, 2009

ORAZIETTI ANNOUNCES \$448,500 INVESTMENT FOR CAPITAL REPAIRS TO CONSERVATION AUTHORITY INFRASTRUCTURE

McGuinty Government Partners with City of Sault Ste. Marie and Local Conservation Authority

Sault Ste. Marie — The McGuinty government is investing \$448,500 to improve flood control infrastructure in Sault Ste. Marie David Orazietti, MPP announced today.

"This investment will help the Sault Ste. Marie Region Conservation Authority carry out projects to help maintain existing dams and flood control channels," said Orazietti. "This initiative is a part of our government's continuing commitment to help address infrastructure needs in Sault Ste. Marie."

The \$448,500 provincial investment will go toward the Sault Ste. Marie Region Conservation Authority's Water and Erosion Control Infrastructure (WECI) Program. The funding will be used to support work on three projects:

- \$37,500 for the Fort Creek Channel bank stability enhancement
- \$30,000 for Fort Creek Channel remediation and sediment removal
- \$381,000 for repairs to the East Davignon aqueduct beneath Farwell Terrace

Ontario's Water and Erosion Control Infrastructure (WECI) Program helps fund repairs and studies to ensure existing conservation authority dams and water control structures meet current standards of safety and protection to the public.

The City of Sault Ste. Marie will match the Province's funding for the project.

5(d)

"The Sault Ste. Marie Region Conservation Authority is grateful for this provincial support as it allows the Conservation Authority, in partnership with the City of Sault Ste. Marie, to carry out flood control channel remediation and bank stabilization projects on Fort Creek as well as the necessary work on the East Davignon aqueduct beneath Farwell Terrace", said Linda Whalen, General Manager of the Sault Ste. Marie Region Conservation Authority.

QUICK FACTS

- The McGuinty government is providing a total of \$5 million to 24 conservation authorities for 90 projects to improve infrastructure for water and erosion control
- Since 2004 the Sault Ste. Marie Region Conservation Authority has received over \$3 million from the McGuinty government for source water protection planning and infrastructure
- Conservation authorities develop and maintain programs that will protect life and property from natural hazards such as flooding and erosion.

LEARN MORE

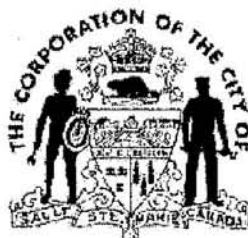
- Find out more about the activities of the Sault Ste. Marie Region Conservation Authority
- Read about how conservation authorities protect and manage water and other natural resources in partnership with governments, landowners and other organizations.

-30-

Contact David Oraziotti at (705)949-6959.

5501 Whitney Block, 99 Wellesley Street West, Toronto, Ontario M7A 1W3 -- Tel(416)327-0616 - Fax(416)327-0617

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



2009 09 22

Mayor J. Rowsell
And Members of City Council

**FOUNDING NATIONS FLAG PROJECT
SUNDAY, OCTOBER 18, 2009 – 2:00 P.M.**

Steering Committee: Marianne MacArthur, Sita Kaith, Don McConnell, Nicole Torgerson, Father Jerry, Lorena Tridico, Frances Colak, Andy Martens, Keila Cayen, Steve Butland

Update: The committee has met regularly and are pleased with the progress. All bases, poles and flags are now completed or in our possession.

It was decided to keep the ceremony simple and as brief as possible. Each of the founding nations (25) will select an individual to raise their respective flags. O Canada will be the only anthem presented – Navy League Cadet Band.

Tents will be erected to dispense refreshments after the ceremony.

An elder from our First Nations community will deliver a non-denominational invocation. An official remembrance program will be issued to those in attendance.

Protocol of order of flags to be followed: Anishnabek, followed by Metis followed by others in alphabetical order.

It is the committee's intention to build on this year's event and continue an annual celebration of those nations integral to the development of Sault Ste. Marie. Next year we hope to incorporate the flags of those nations and their respective communities who have made contributions to the social fabric of our city subsequent to the founding nations (eg., India, Argentina, Brazil, Russia, Guyana, Ethiopia, etc.).

We anticipate the potential for an annual celebration of all nations with a gathering at the Essar Centre replete with food, dance, etc.

Request: A decision was reached to have Sault Ste. Marie's eldest citizen to raise Canada's flag at the event. We have identified a 101 year old.

We also require a representative from the country of Luxembourg.

Thank You's: None of the above would be possible without the yeoman service of City staff: Don McConnell, Rachel Tyczinski and Public Works and Transportation.

Respectfully submitted,

Stephen Butland
Councillor

■ **COMMUNITY:** Flags demonstrate pride and respect for all cultures

25 founding nations to be recognized at flag raising

ELAINE DELLA-MATTIA
The Sault Star

Flags representing the founding nations of Sault Ste. Marie will be raised at Clergue Park, adjacent to the Russ Ramsay Way entrance of the waterfront park, sometime in late fall.

While the first 25 founding nation flags have been ordered and crews are preparing to install the foundations and flag poles, the organizing committee is launching the second phase of the project.

Ward 1 Coun. Steve Butland, who first raised the idea more than a year ago, said the project is designed to be inclusive of all nations represented in Sault Ste. Marie.

He's enlisted the help of Ward 4 Coun. Lorena Tridico, city planning director Don McConnell and the multicultural organization's Seda Kaith.

The committee is looking for representatives of more recent immigrants to sit on the committee and plan the second phase of the project.

A meeting is scheduled for Aug. 12 at 7 p.m. at city hall's Russ Ramsay boardroom for interested participants.

"There is lots of room for additional nations and we want to make sure we are inclusive," Butland said.

"Just because you're a late comer doesn't mean your nation shouldn't be included. You're

The flags

Here is a list of flags that will be raised at Clergue Park to recognize the city's founding nations.

First Nations ✓	Israel ✓
Metis ✓	Italy ✓
Canada ✓	Latvia ✓
Austria ✓	Lithuania ✓
Belgium ✓	Luxembourg ✓
Croatia ✓	Netherlands ✓
England ✓	Poland ✓
Estonia ✓	Portugal ✓
Finland ✓	Scotland ✓
France ✓	Ukraine ✓
Germany ✓	United States ✓
Greece ✓	Wales ✓
Hungary ✓	
Ireland ✓	

part of the fabric of this community now."

Butland used examples such as Argentina and India as more recent immigrant communities to Sault Ste. Marie.

It's expected the second phase of the project will be ready next spring, after more flag pole bases are constructed and flags ordered.

Council approved a budget of up to \$50,000 for the project to erect 25 flagpoles at the waterfront park.

While the original idea was to fly each provincial flag at the site,

Butland's idea of flying the flags of the 25 founding nations of Sault Ste. Marie was the idea that flew.

Those flags will include the First Nations, Metis and Canadian flags, Butland said.

Attempts are still underway to find a First Nations flag that represents the local native communities, he said.

The project emulates one in Sudbury, where 57 flags of various nations are flown over the Paris Street bridge, symbolizing multiculturalism, unity and peace and demonstrating pride and respect for all cultures.

Butland said the next step is to establish a committee to plan a flag-raising ceremony.

"Do we raise the flags one at a time, starting with the First Nations flag, or do we raise them simultaneously? This is a community project and the community has to decide," Butland said.

He's hoping the prominent, visible flags and park will also be used by various ethnic groups for celebrations, including perhaps their homeland's national celebration.

Anyone interested in participating in the second phase of the project is asked to contact Butland at 542-0546 or city planning director Don McConnell at 759-5375 for more information.



Northern Ontario
School of Medicine

September 8, 2009

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

Dear Ms Irving,

Thank you for your letter dated August 7, 2009, providing me with a copy of the City Council of the Corporation of Sault Ste. Marie resolution endorsing NOSM's strategic plans.

By way of update, on August 27, 2009, we had a very productive meeting with President Ross and Dean Perlini of Algoma University, during which both parties were able to discuss issues related to research initiatives. In particular, we were delighted to hear of the exciting developments in SSM resulting from the tremendous recent success of Algoma University in developing the new "Technology and Convergence Centre".

During our meeting, we all agreed that a fresh new look at several initiatives, including clinical research activities, would be appropriate.

In support of our moving ahead to develop joint programs in the health sciences, our Institutions are working toward developing a Collaboration Agreement. This agreement will likely represent a "high-level" document, under which specific projects can be developed.

I thank you again for your interest in our programs, and look forward to updating you with progress on collaborative initiatives,

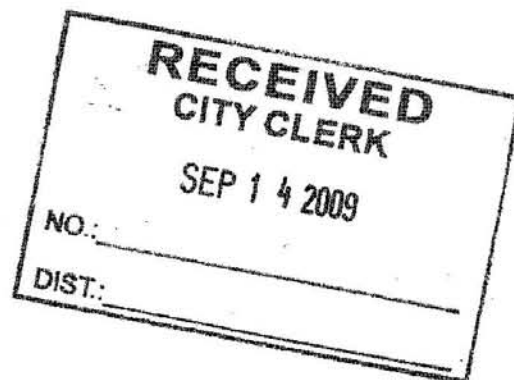
Sincerely,

Dr. Roger Strasser
Dean and CEO
Northern Ontario School of Medicine

Cc: MPP David Oraziotti
Mayor John Roswell
Councillor Steve Butland
Dr. Celia Ross
Dr. Arthur Perlini
Dr. Greg Ross
Mr. Ken Adams

West Campus
Lakehead University
955 Oliver Road
Thunder Bay ON P7B 5E1
Tel: 807-766-7300
Fax: 807-766-7370

East Campus
Laurentian University
935 Ramsey Lake Road
Sudbury ON P3E 2C6
Tel: 705-675-4883
Fax: 705-675-4858



5(f)

Donna P. Irving
City Clerk



City Clerk's Department

2009 07 29

Dr. R. Strasser
Northern Ontario School of Medicine
935 Ramsey Lake Road
Sudbury, ON P3E 2C6

Dear Dr. Strasser:

At the regular City Council Meeting of the Corporation of the City of Sault Ste. Marie held on July 27, 2009 the following resolution was approved:

Moved by Councillor S. Butland

Seconded by Councillor L. Turco

Whereas there remains no definitive answer as to NOSM's involvement or lack thereof in a proposed Clinical Research Institute in Sault Ste. Marie (as endorsed by NOSM in December 2006); and

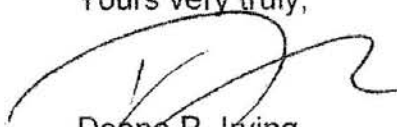
Whereas there is a scheduled meeting between the principals from Algoma University and the Northern Ontario School of Medicine on August 27th; and

Whereas NOSM recently extended its Strategic Plan 2006 - 2009 for one year with the following additional initiatives:

- 1) build on existing initiatives to develop an integrated research program which has laboratory, clinical and community dimensions;
- 2) to enhance the participation and engagement of clinical faculty;
- 3) continue development of the Clinical Research Business Plan;
- 4) establishment of specific mechanisms to support and implement community based and clinical research levels of external funding;

Be it resolved that Council endorse the above strategic principles and further that Council strongly encourage NOSM to respond positively, substantively and in a timely manner to the entreaties of Algoma University on behalf of the citizens of Sault Ste. Marie. CARRIED.

Yours very truly,


Donna P. Irving
CITY CLERK

DPI:ba

cc David Oraziotti, M.P.P.
Dr. Celia Ross, Algoma University
Dr. Tim Best
Councillor Steve Butland



Northern Ontario
School of Medicine

June 25, 2009

Mr. Steve Butland
Councillor
Corporation of the City of Sault Ste. Marie
Sault Ste. Marie, ON

Dear Mr. Butland:

Thank you for your letter dated May 18 regarding a proposed Clinical Research Centre in Sault Ste. Marie. This letter was received after media reports that a letter had been sent.

Recently I have had a discussion with Dr. Celia Ross and Dr. Arthur Perlini of Algoma University relating to this matter.

A face to face meeting has been scheduled in Sudbury to further this discussion. Participating in the meeting will be Dr. Celia Ross, Dr. Arthur Perlini, Dr. Greg Ross, Mr. Ken Adams and me.

After the meeting we will be able to comment on the future developments of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Strasser".

Dr. Roger Strasser
Dean and Professor
Northern Ontario School of Medicine

Cc: Dr. Celia Ross
Dr. Arthur Perlini
Dr. Greg Ross
Mr. Ken Adams
Mayor John Roswell

West Campus
Lakehead University
955 Oliver Road
Thunder Bay ON P7B 5E1
Tel: 807-766-7300
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East Campus
Laurentian University
935 Ramsey Lake Road
Sudbury ON P3E 2C6
Tel: 705-675-4883
Fax: 705-675-4858

May 18, 2009

Dr. R. Strasser
Founding Dean and Professor
Northern Ontario School of Medicine
935 Ramsey Lake Rd., 8th Floor
Sudbury, ON P3E 2C6

Dear Dr. Strasser,

I write you regarding a local committee's ongoing pursuit of establishing a Clinical Research Centre in Sault Ste. Marie. As you are no doubt aware I have expressed in the past on several occasions my concern that resources, staff and finances of NOSM were less than equitably distributed amongst the founding municipalities. My concern remains but wish to specifically address the potential to establish a Clinical Research Institute in SSM.

A local committee has been meeting on a continual basis for nearly 5 years and although committed and perseverant, any progress towards the goal has been solely through local initiative. Dr. A. Perlini, Dean of Algoma U. has been our primary spokesperson through this exercise and his patience and that of the other committee members have been beyond exemplary.

I have enclosed pertinent information which I believe quite accurately defines the present situation. The release of December 4, 2006 from NOSM is the one piece of supportive documentation that certainly kindled some optimism and enthusiasm to continue the pursuit of the initiative.

In the fall of 2007 Drs. Strasser and G. Ross from NOSM and Drs. C. Ross and A. Perlini of AUC entered into discussions to sign collaborative agreements between the institutions; The Memorandum of Understanding which emanated from those discussions has gone unsigned and therefore not endorsed by NOSM. There have been extenuating circumstances as to why it was not signed; the most recent is that it is in the hands of NOSM's legal team to rework the agreement. One can only question the length of time required to endorse a collaborative agreement; but more germane would be to question the measure of commitment of NOSM to establish a Clinical Research Institute?

Page two
2009 05 18

One would argue whether Sault Ste. Marie could forge ahead to realize its ambition, but one cannot argue the great value and impetus an endorsement and partnership with NOSM would do to enhance the initiative.

It is hoped that Sault Ste. Marie can establish a niche in clinical research with the approval, assistance and resources from NOSM to facilitate its ultimate success.

I would request a prompt and hopefully positive response as to NOSM's meaningful and substantive role in our Clinical Research Institute.

Respectfully submitted,

Stephen Butland
Councillor

September 14, 2009

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

Dear Mayor Rowswell:

AMCTO (Association of Municipal Managers, Clerks and Treasurers of Ontario) recognizes the importance of celebrating the achievements of our members. To this end, AMCTO annually recognizes its members - in 10 year increments - for longstanding commitment to the Association and to the municipal profession. A certificate recognizing each member's years of service to AMCTO has been forwarded to them directly.

This year in your municipality, we acknowledge the commitment of the following valued members of your staff:

William Freiburger, AMCT	20 year award
Enrico Pino, AMCT	20 year award

We ask you to assist us in recognizing these individuals for their ongoing support for the Association and for the part they continue to play in helping to improve the municipal profession and in making AMCTO the leading organization in fostering and sustaining municipal excellence.

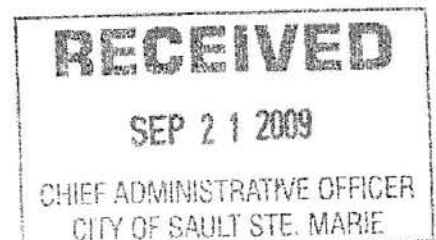
Our sincere gratitude to you for your continued support for these valued AMCTO members and dedicated employees of your organization. We trust that your municipality has tremendously benefited from their membership in AMCTO and we are confident that it will continue to do so.

Sincerely,



Christine Norris, CMO
President

cc: Chief Administrative Officer



5(h)

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 28

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. **Larry Kennedy – Engineering & Planning – Building Division**
Annual Meeting and Training Session
October, 2009
Huntsville, ON
Estimated total cost to the City - \$ 1,379.00
Estimated net cost to the City - \$ 1,379.00
2. **Andy Starzomski and Robert Barnett – Public Works & Transportation**
Ontario Traffic Conference – book 7 Training
October, 2009
Sudbury, ON
Estimated total cost to the City - \$ 788.00
Estimated net cost to the City - \$ 788.00
3. **Scot Billingsley and Paul Charron – Public Works & Transportation**
Snow School-Ontario road Salt Management
November, 2009
Welland, ON
Estimated total cost to the City - \$ 1,948.00
Estimated net cost to the City - \$ 1,948.00
4. **Mike Lebel – Public Works & Transportation**
Snow & ice Colloquim
October, 2009
Mississauga, ON
Estimated total cost to the City - \$ 1,245.73
Estimated net cost to the City - \$ 1,243.73

5. **Malcolm White – Clerks Department**
AMCTO Zone 7 Fall Workshop
October, 2009
Mattawa, ON
Estimated total cost to the City - \$ 921.00
Estimated net cost to the City - \$ 921.00

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

Ralph Robertson
Manager of Purchasing



5(i)
Finance Department
Purchasing Division

2009 09 28

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

Re: Tender for Lighting Upgrades – Civic Centre (2009AD02)

Attached hereto for your information and consideration is a summary of the tenders received for the replacement of Civic Centre interior lighting lamps and ballasts to upgrade existing lighting, required by the Engineering & Planning Department, Building Services Division. This initiative is one of the projects identified and recommended by the City's Green Committee and Energy Audit to help reduce long term costs and remain environmentally responsible.

The tender was publicly advertised and tender documents were forwarded to all firms on our bidders list. A public opening of the tenders received was held September 10, 2009, with Councillor S. Myers representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Mr. Jerry Dolcetti, Commissioner of Engineering & Planning. The low tendered price, meeting specifications, has been identified on the attached summary.

Funding for this project comes from the Green Committee Consultants Account.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and replacement of lighting lamps and ballasts to upgrade lighting at the Civic Centre, be awarded to Red Star Electric Ltd., at their low tendered price of \$107,484.55, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson
Manager of Purchasing

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

SUMMARY OF TENDERS
LIGHTING UPGRADES - CIVIC CENTRE

<u>Firm</u>	<u>Total Tendered Price (inc. G.S.T.)</u>	<u>Warranties</u>	<u>Time Required to Complete Work</u>	<u>Remarks</u>
Citywide Electrical Sault Ste. Marie, ON	\$160,423.33	Ballasts - 5 years Lamps - 3 years Workmanship - 1 year	50 working days	Meets specifications
David Electric Ltd. Sault Ste. Marie, ON	\$160,133.99	Ballasts - 5 years Lamps - 3 years Workmanship - 1 year	120 working days	Meets specifications
Henderson Metal Fabricating Co. Sault Ste. Marie, ON	\$133,726.95	Ballasts - 5 years Lamps - 3 years Workmanship - 1 year	45 working days	Meets specifications
Permanent Electric Inc. Sault Ste. Marie, ON	\$113,835.12	Ballasts - 5 years Lamps - 3 years Workmanship - 1 year	60-90 working days	Meets specifications
Red Star Electric Ltd. Sault Ste. Marie, ON	\$107,484.55	Ballasts - 5 years Lamps - 3 years Workmanship - 1 year	40 working days	Meets specifications
S. & T. Electrical Contractors Sault Ste. Marie, ON	\$361,663.05	Ballasts - 5 years Lamps - 1 years Workmanship - 1 year	120 working days	Meets specifications

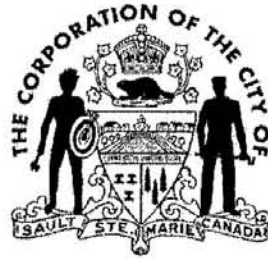
NOTE: The low tendered price, meeting specifications, is boxed above.

It is my recommendation that the low tendered price, submitted by Red Star Electric Ltd., be accepted.

Ralph Robertson
Manager of Purchasing

561)

Ralph Robertson
Manager of Purchasing



5(j)
Finance Department
Purchasing Division

2009 09 28

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

**Re: Renewal 2009-2011 Civic Centre Security Duties
Parking By-law Enforcement Officers
Public Library Security Duties**

The billing period for the Canadian Corps of Commissionaires is again up for review, ending October 31, 2009. The Corps have maintained the existing service contract since an RFP was issued in 2005.

It has been identified by Mr. Jerry Dolcetti, Commissioner of Engineering & Planning and Mr. Don Scott, Manager of Transit/Parking, that the services provided are not just about tendered prices for this service, but about the professional service and quality of the men and women provided through the Corps. The services provided far out weigh any difference in cost of regular security service, with parking meter repairs and parking by-law enforcement, which are just two of the added services being included. The consistency and unequalled presence of their staff has always been one of the qualifying issues for this contract. This continuing service has been in place from 1979 without issue, with a new open RFP being issued in 2005. The 2005 RFP again solidified the continuing professionalism and added service we have come to experience and expect. Please see a further report within this agenda from Jerry Dolcetti, Commissioner of Engineering & Planning on this subject.

The proposed billing rate increase from \$13.52 per hour to \$13.93 per hour for 2010 and \$14.35 per hour for 2011, translates into an increase of approximately 3% in each year.

I have reviewed the request with Mr. Roger Caron, Supervisor of Building Services, and Mr. Art Gagnon, Assistant Manager Transit/Parking and both are satisfied with the level and quality of service being provided and concur that the request appears fair and reasonable.

Funding for this service comes from the Civic Centre Security Account and Parking Enforcement Account.

...2

RECOMMENDATION

It is therefore my recommendation that the ongoing agreement with the Canadian Corps of Commissionaires be single sourced for an extended period of twenty-four (24) months concluding October 31, 2011.

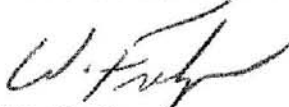
This report is submitted for Council's approval.

Respectfully submitted,



Ralph Robertson
Manager of Purchasing

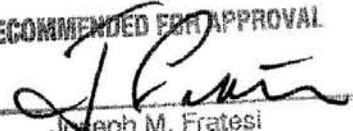
Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RR:nt

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(j)

2009 09 28

Mayor John Rowswell
Members of City Council

**Re: Renewal 2009 – 2011 Civic Centre Security Duties,
Parking Bylaw Enforcement Officers and Public Library Security Duties**

The purpose of this report is to lend support to the recommendation of extending the current agreement of services by the Canadian Corps of Commissionaires for 24 months.

The Canadian Corps of Commissionaires have provided professional experience over 30 years in attending to Civic Centre security needs, meter maintenance and parking bylaw enforcement. During this period the Commissionaires; a non profit organization, has demonstrated a quality of service second to none in ensuring stability through extremely low staff turnover rate, investing in ISO 9002 quality security, first aid certification and maintaining an active training regimen acknowledged to be one of the best in the industry.

Having this level of commitment ensures we obtain value added in many ways, extending to the ability of these officials to perform varying services and cross-over tasks between security, maintenance and parking bylaw enforcement.

Commissionaires take their jobs very seriously and deliver experienced personnel by drawing from former members of Canadian Forces and RCMP.

In conclusion, the City has been well served by the Commissionaires in performing their tasks, demonstrated attention to detail, accountability and professionalism in their contact with the public.

Respectfully submitted,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

/bb

5(j)



COMMISSIONAIRES OTTAWA

TRUSTED · EVERYDAY · EVERYWHERE

Commissionaires Ottawa is the largest, most experienced and best-trained private security services provider in the National Capital Region and Northern Ontario.



identification services

- Fully certified and accredited by the RCMP
- Recognized by police forces and the Government of Canada
- 72-hour processing for digital fingerprinting
- Mobile fingerprinting services facilitate larger groups
- Child identification services
- Traditional "ink and roll" fingerprinting also available
- Police clearance certificates (CPIC)
- Pardon application service

enforcement

- commissioners of oaths
- by-law and parking enforcement
 - vehicle control and dispatch
- special constables, arrest processing, cell monitoring
 - complaint registration and processing officers
- warrant phoning/summons and subpoena delivery
- special event crowd control



training

- basic security officer training (to National/Provincial Standards)
- first aid, CPR, WHMIS and disaster response
- supervisor training
- workplace harassment, hostility or violence intervention
- robbery prevention and security awareness
- non-violent crisis intervention and talk techniques
- Occupational Health and Safety

security

- alarm monitoring and mobile response
 - foot and mobile patrols
 - video surveillance
- access and pass control
 - fire alarm checks
- VIP protection/safe walk escort
- ground and air side airport security/screening
 - Threat Risk Assessments



To learn more about our diverse range of identification, enforcement, training and security services, please visit www.commissionaires-ottawa.on.ca or call (613) 231-6462.

5(k)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2009 09 28

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

Re: Tender for Refuse Collection – Multi-Residential Contract (2009WA01)

Attached hereto for your information and consideration is a summary of the tenders received to provide Multi-Residential Refuse Collection for a period of six (6) years, starting January 1, 2010.

The tender was publicly advertised and tender documents were forwarded to all firms on our bidders list. A public opening of the tenders received was held September 9, 2009, with Councillor J. Caicco representing City Council.

The tenders received have been evaluated and reviewed with Mr. Jim Elliott, P. Eng., Commissioner, and Mr. Randy Roy, Waste Diversion Supervisor, Public Works and Transportation Department and the low tendered price, meeting specifications, has been identified on the attached summary.

The low tendered price represents an increase of approximately 8.2% from our existing contract. Funding for this service is provided within the Refuse Collection account.

RECOMMENDATION

It is therefore my recommendation that the tender for Multi-Residential Refuse Collection be awarded to Green Circle Environmental, at their monthly tendered price of \$34.89 per location, effective January 1, 2010.

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson
Manager of Purchasing

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

RECOMMENDED FOR APPROVAL

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: September 9, 2009
File: 2009WA01

SUMMARY OF TENDERS
REFUSE COLLECTION - MULTI-RESIDENTIAL CONTRACT

Description

Multi-Residential Collection

Monthly Cost per Location
Estimated Annual Cost (taxes extra)

Annual Tendered Price:

Remarks:

Green Circle Environmental
Sault Ste Marie, ON

\$34.89
\$90,808.48

\$90,808.48

Tender deposit cheque submitted.
Agreement to provide L of C submitted.
Equipment list submitted.

Municipal Waste & Recycling
Blind River, ON

\$54.16
\$153,381.12

\$153,381.12

Tender deposit cheque submitted.
Agreement to bond submitted.
Equipment list submitted.

Note: The low tendered price, meeting specifications, is boxed above.

It is my recommendation that the low tendered price, submitted by Green Circle Environmental, be accepted.

Ralph Robertson
Manager of Purchasing

5(k)

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(1)



2009 09 28

Mayor John Rowsell
and Members of City Council
Civic Centre

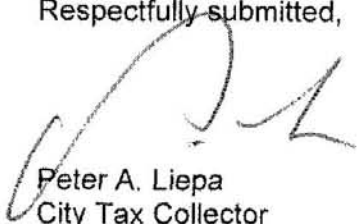
RE: Property Tax Appeals

Attached are the listings that summarize applications for adjustments to the Tax Roll pursuant to Sections 354 and 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.

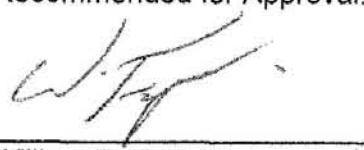
Respectfully submitted,


Peter A. Liepa
City Tax Collector

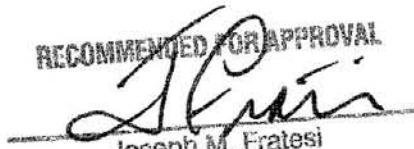
PAL/md

Attach.

Recommended for Approval:


William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

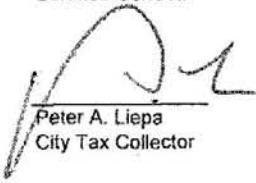
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2007
DATE: 2009-09-28
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL ADJUSTMENT
						TAXES	INTEREST	
010-070-127-06	00000 Queensgate Blvd.	Major Contracting (Algoma)	Residential	E	07-081	\$ 460.56		\$ 460.56
030-062-047-00	843 Great Northern Rd	1187839 Ontario Limited	Residential	E	07-082	\$ 1,006.81	\$ 22.46	\$ 1,029.27

Certified Correct:

REPORT TOTAL \$ 1,467.37 \$ 22.46 \$ 1,489.83


Peter A. Liepa
City Tax Collector

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

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

5(1)

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

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

DATE: 2009-09-28
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES INTEREST	TOTAL ADJUSTMENT
010-050-018	775 Trunk Road	Lee Tong You	Commercial/Residential	D	08-053	\$ 782.82	\$ 782.82
010-070-127-06	00000 Queensgate Blvd.	Major Contracting (Algoma)	Residential	E	08-050	\$ 45.76	\$ 45.76
020-038-111	422 Albert Street East	278652 Ontario Inc.	Residential	C	08-051	\$ 99.34 \$ 5.09	\$ 104.43
030-062-047	1187839 Ontario Limited	843 Great Northern Road	Residential	E	08-052	\$ 1,024.25 \$ 163.60	\$ 1,187.85
030-082-056	1171 Old Garden River Road	Wishman Timothy Clayton	Residential	D	08-053	\$ 54.78	\$ 54.78
		Lee Sandra					
		Wishman Annette Marie					

REPORT TOTAL \$ 1,224.13 \$ 168.69 \$ 1,392.82

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(1)

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: 2009-09-28
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
010-037-054	126 Glen Avenue	Wellwood Richard James	Residential	D	09-010	\$51.94	\$0.00	\$51.94
010-050-018	775 Trunk Road	Lee Tong You	Commercial/Residential	D	09-021	\$4,555.29	\$33.27	\$4,588.56
010-070-127-06	00000 Queensgate Blvd.	Major Contracting (Algoma)	Residential	E	09-009	\$49.34	\$0.52	\$49.86
020-038-111	422 Albert Street East	278652 Ontario Inc.	Residential	C	09-011	\$472.93	\$6.13	\$479.06
020-042-118	328 Queen Street East	Greganti Sauro	Commercial/Residential	C	09-012	\$1,598.55	\$64.94	\$1,663.49
030-045-038	34 Blake Street	1584904 Ontario Limited	Residential	C	09-013	\$52.50		\$52.50
040-017-048	79 St. George's Avenue West	Corbiere Olga	Commercial/Residential	A	09-014	\$754.67		\$754.67
050-002-064-01	570 Dundas Street	882240 Ontario Inc.	Commercial/Industrial	C	09-015	\$983.02		\$983.02
060-013-052	546 Cooper Street	Della-Savia Joseph	Residential	D	09-016	\$475.71	\$20.78	\$496.49
060-014-049-01	556 Goulais Avenue	City of Sault Ste. Marie	Residential	B	09-017	\$395.12	\$7.92	\$403.04
060-016-070	1384 Korah Road	City of Sault Ste. Marie	Residential	B	09-018	\$110.11	\$4.52	\$114.63
060-040-273-02	875 Third Line West	Sar Gin Developments (Sault) Ltd.	Commercial/Residential	A	09-019	\$513.45		\$513.45
060-070-147	453 Town Line Road	Bachura George Albert	Residential	C	09-020	\$981.65		\$981.65

Certified Correct:

REPORT TOTAL

\$6,491.86

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

561

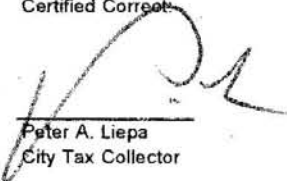
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
DOWNTOWN BUSINESS IMPROVEMENT AREA WRITE-OFF

DATE: 2009-09-28
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	REASON FOR APPEAL	PROPERTY CLASS	TAX YEAR	CANCELLATION TAXES	TOTAL ADJUSTMENT	
020-042-118-00	328 Queen St East	Greganti Sauro	Building Razed By Fire	Commercial/Residential	2009	153.55	1.49	155.04

Certified Correct:


Peter A. Liepa
City Tax Collector

REPORT TOTAL	153.55	1.49	155.04
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501

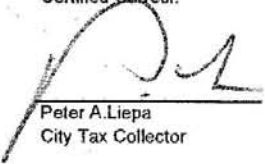
RECOMMENDATION TO STRIKE
UNCOLLECTABLE TAXES OFF THE ROLL
PURSUANT TO SECTION 354 OF THE
MUNICIPAL ACT R.S.O. 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REALTY TAXES

DATE: 2009 09 28
PAGE: 1 OF 1

ROLL NUMBER	PROPERTY ADDRESS	REASON	Unit Class	Tax Class	CANCELLATION		Interest	TOTAL
					Municipal Taxes	Education Taxes		
020-035-044-00	4 Wemyss St	Property vested in favour of the City from tax sale	Vacant Land	RTEP	\$ 10,652.41	\$ 482.58	\$ 2,121.90	\$ 13,256.89
			REPORT	TOTAL	\$ 10,652.41	\$ 482.58	\$ 2,121.90	\$ 13,256.89

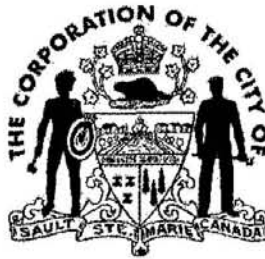
Certified Correct:


Peter A. Liepa
City Tax Collector

5(1)

5(m)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2009 09 28

Mayor John Rowswell and
Members of City Council

Re: 2008 Financial Statements

Please find under separate cover the audited Consolidated Financial Statements for 2008.

The Finance Committee met with the City's Auditor KPMG LLP to review the 2008 City audit, and approved the 2008 Financial Statements.

The 2008 Performance Measures will be presented at a future date.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(n)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2009 09 28

Mayor John Rowsell and
Members of City Council

**Re: Mayor and Council Travel Expenses
January 1 – June 30, 2009**

Attached is a summary of Mayor and Council travel expenses for the period
January 1 to June 30, 2009.

This is provided for the information of Council.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Corporation of the City of Sault Ste. Marie
Finance Department

5(n)

Summary of Mayor and Council Travel Expenses
January 1 - June 30, 2009

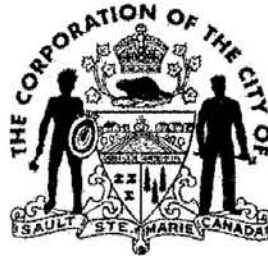
Mayor

J. Rowswell	Travel - Conferences	2,676.05	
	- Other City Business - Meetings	<u>4,753.41</u>	7,429.46

Councillors

S. Butland	Travel		0.00
J. Caicco	Travel		0.00
D. Celetti	Travel		0.00
F. Fata	Travel		0.00
O. Grandinetti	Travel		0.00
B. Hayes	Travel		0.00
F. Manzo	Travel		0.00
P. Mick	Travel		0.00
S. Myers	Travel		0.00
T. Sheehan	Travel		0.00
L. Tridico	Travel		0.00
L. Turco	Travel - Conference	1,523.23	
	- Executive Meetings	<u>1,372.49</u>	2,895.72

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2009 09 28

Mayor John Rowsell and
Members of City Council

**Re: Accountability Agreement with the Sault Ste. Marie
Economic Development Corporation**

The Finance Committee has been working with Sault Ste. Marie Economic Development Corporation (SSMEDC) and the Sault Ste. Marie Innovation Centre to create an accountability agreement in response to the following resolution dated April 30, 2008.

Moved by: Councillor L. Tridico
Seconded by: Councillor P. Mick

Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 04 28 concerning Accountability Agreements for Outside Agencies be accepted and the recommendation that Council approve the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre entering into an accountability agreement with the City for the purpose of demonstrating the community benefits of City funding to their organizations be approved.

The Finance Committee approved a Memorandum of Understanding with the SSMEDC on 2009 09 18 with the following resolution.

Moved by: Councillor J. Caicco
Seconded by: Councillor T. Sheehan

Therefore be it resolved that the Finance Committee approve the Memorandum of Understanding with the Sault Ste. Marie Economic Development Corporation as amended and recommend the Memorandum of Understanding to City Council for approval.

The Sault Ste. Marie Innovation Centre will utilize the same template and we expect to present it to Council in October.

- more -

5(6)

Accountability Agreement with the Sault Ste. Marie Economic Development Corporation
2009 09 28
Page 2.

Recommendation

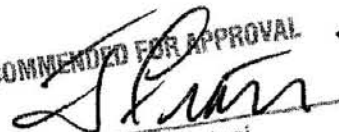
City Council approve the Memorandum of Understanding with the Sault Ste. Marie Economic Development Corporation.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
Attach.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



Memorandum of Understanding
between the
City of Sault Ste. Marie (City)
and the
Sault Ste. Marie Economic Development Corporation (SSMEDC)
For Accountability

Table of Contents:

1. Purpose
2. Program
3. Deliverables
4. Administrative and Cost Sharing Arrangements
5. Reporting and Monitoring
6. Promotion and Publicity
7. Term of Agreement
8. Dispute Resolution
9. Signatures

This Memorandum of Understanding includes the following schedules:

Schedule A	SSMEDC Business Plans (Period of agreement)
Schedule B	SSMEDC Reporting Template (Quarterly)
Schedule C	SSMEDC Annual Report (Previous Year)
Schedule D	City of Sault Ste. Marie Budget for SSMEDC
Schedule E	Economic Development Fund (EDF) Criteria

Memorandum of Understanding
Between
the City of Sault Ste. Marie
and
the Sault Ste. Marie Economic Development Corporation

for Accountability

1. Purpose

- 1.1 The intent of this Memorandum of Understanding (MOU) between the City of Sault Ste. Marie (City) and the Sault Ste. Marie Economic Development Corporation (SSMEDC) is to ensure there is an understanding of accountability between the two organizations and to put in place reporting and communications timeframes on this understanding.

2. Program

- 2.1 In recognition of the vital role of economic development in Sault Ste. Marie and area to support job creation, attract new tax assessment, and to carry out strategic economic development initiatives, the City and the SSMEDC have agreed to sign this Memorandum of Understanding to provide clarity, agree on reporting, and to increase collaborative support between the two signing parties.

3. Deliverables

In accordance with the terms and conditions in this MOU, the SSMEDC shall:

- 3.1 Carry out the following mission: The Sault Ste. Marie Economic Development Corporation is a non-profit organization funded by public and private partners whose goal is to be the community's leader in supporting and promoting an environment which generates sustainable employment in a healthy, growing and diversified economy.
- 3.2 The SSMEDC will deliver its programs and services as outlined in its annual business plans for its divisions (e.g., TSSM, ECSSM, and DSSM) that will aim to produce strategic outcomes (increased and retained job creation, city tax assessment, and the completion of key economic development projects) based upon current economic development strategic priorities.
- 3.3 Operate with best practices on governance, management and public relations and ensure that the funding provided by the City to the SSMEDC is spent wisely and effectively in the pursuit of economic development.
- 3.4 Report quarterly on the strategic outcomes as driven by the SSMEDC programs and

services (Key Performance Indicators - see attached Report Template) and as required by City Council on specific projects or economic development fund (Schedule E – EDF Criteria) recommendations.

- 3.5 Work in good faith, integrity, remain non-political, and maintain positive relations with the Mayor, City Council, City staff, its community partners, and ensure a high standard of client satisfaction that would ultimately benefit Sault Ste. Marie businesses and citizens.
- 3.6 Work with other community economic development agencies and partners (e.g., Sault Ste. Marie Innovation Centre, Community Development Corporation, Chamber of Commerce, etc.) in a positive and collaborative manner to best service the community and to avoid overlap and the duplication of services.

In accordance with the MOU, the City shall unless otherwise directed by City Council:

- 3.7. Go to the SSMEDC as its lead agency on economic development (e.g., tourism and economic development programs that are delivered by the divisions of the SSMEDC – Tourism Sault Ste. Marie, Enterprise Centre Sault Ste. Marie, and Development Sault Ste. Marie; and Corporate Services), strategic advice, policy, implementation of projects, economic development fund recommendations, etc. pertaining to economic development (which is inclusive of tourism) and private sector relations.
- 3.8 Provide to the SSMEDC moral support and recognition for its efforts based upon positive strategic outcomes and success stories.
- 3.9 Provide continued financial support for the operations of the SSMEDC as approved in the City's annual budget (e.g., see attached SSMEDC letter on budget request for 2008). The City of Sault Ste. Marie would also consider special financial requests from the SSMEDC for those economic development activities that would be above and beyond the existing agreement as a result of significant events or opportunities that would support economic development. These special requests could be in the form of applications to the City's Economic Development Fund (see attached Schedule F – City's Economic Development Fund) or through other City financial tools (e.g., loans, CIP, etc.)
- 3.10 Work in lead role with SSMEDC as a partner on City infrastructure, regulations, and special projects (e.g., industrial land, proactive business bylaw, Economic Development Fund, CIP, etc.) that would support priority economic development enablers that would be effective in attracting and supporting new and existing private and public sector investment.

4. Administrative and Cost-Sharing Arrangements

- 4.1 It is understood that the SSMEDC is responsible for its own Administration Costs and that the City of Sault Ste. Marie understands that City funds are required to support the SSMEDC Corporation. Both parties shall participate in working together to reduce operating costs and expenditures whether it is in the provision of office space, goods and services procurement to receive the best price for items such as copy services, I.T. services, etc. and from time to time would review areas where further cost savings would be mutually beneficial.
- 4.2 The SSMEDC will continue to monitor the activities of its associated organizations that receive City funding and provide notification and would work to resolving the overlap and waste of resources in providing economic, tourism, and development programs and services.

5. Reporting and Monitoring

- 5.1 In addition to the annual Business Plan (s) and Annual Report, SSMEDC will provide the City of Sault Ste. Marie quarterly reports and other reports that the City may reasonably request in a manner and format mutually agreed upon.
- 5.2 SSMEDC shall provide to the City of Sault Ste. Marie its annual financial statements. The City will maintain and respect the confidential nature of its relationships with clients, partners, and individuals.
- 5.3 The Corporation of the City of Sault Ste. Marie will nominate a City Councilor for election to the SSMEDC Board of Directors.
- 5.4 The SSMEDC will respond to City Council resolutions and requests for information on a timely basis.
- 5.5 The SSMEDC Board of Directors and City Council would present its business plans to City Council annually by year end.
- 5.6 The SSMEDC will recommend expenditures of the City Economic Development Fund in accordance with the criteria established by City Council.
- 5.7 The key indicators behind performance measurement for each division of SSMEDC should focus on whether or not the time and money that the organization is using is resulting in these key considerations:
- i. Creation of new jobs or retention of endangered jobs.
 - ii. Creation of new tax assessment or retention of endangered businesses.
 - iii Addition/retention of businesses that have diversified the community's business base.

- iv. Attraction of more tourists and/or more visitor spending dollars.
- v. Investing in planning for long-term initiatives that are most likely to lead to growth.
- vii. Client satisfaction.

5.8 The City of Sault Ste. Marie will maintain core and supplemental budget funding and appropriate annual adjustments to ensure the SSMEDC can lever its partnership dollars to operate. Schedule D (as attached) outlines the financial contributions commencing in 2009.

6. Promotion and Publicity

6.1 SSMEDC will recognize the City of Sault Ste. Marie in appropriate publications of the SSMEDC for its financial and partnership contributions. The City will provide appropriate logo information for such promotion.

7. Term of Memorandum of Understanding

7.1 This Memorandum of Understanding is in effect upon the signature by all parties concerned, and can be amended at any time by mutual consent or can be terminated by either party upon one year's written notice.

8. Dispute Resolution

8.1 In the event that the City of Sault Ste. Marie or the SSMEDC is of the opinion that there has been a breach by either party, both organizations agree to work on a collaborative solution to address the breach.

9. Signatures

- 9.1 This Memorandum of Understanding has been signed on behalf of the City of Sault Ste. Marie and on behalf of the Sault Ste. Marie Economic Development Corporation by the proper signing authorities.

Mayor John Rowswell Date

Donna Irving, City Clerk Date

Greg Punch, President, SSMEDC Date

Don Mitchell, Vice President, SSMEDC Date

Schedules

Schedule A

SSMEDC Business Plans by Division – Plans are in the process of being revised for 2010 and beyond.

i. Enterprise Centre Sault Ste. Marie –

- <http://www.sault-canada.com/UserFiles/File/2008-2009%20ECSSM%20Business%20Plan%20-%20website%20version.pdf>

ii. Tourism Sault Ste. Marie –

- <http://www.sault-canada.com/UserFiles/File/SSMTourismReport.pdf>

iii. Development Sault Ste. Marie –

- <http://www.sault-canada.com/development/index.aspx?l=0,3,43,415>

Schedule B

SSMEDC Reporting Quarterly Reporting Template

Schedule C

SSMEDC Annual Report 2008 –

- Presented to City Council on August 24, 2009
- <http://www.sault-canada.com/UserFiles/File/EDC%202008%20Annual%20Report.pdf>

Schedule D

City of Sault Ste. Marie Budget For SSMEDC

Schedule E

Economic Development Fund (EDF) Criteria

Sault Ste. Marie Economic Development Corporation
Report on Key Performance Indicators by Division
January–December 2008

In 2006, the SSMEDC Board of Directors identified *Job Creation* and *Tax Base/Investment Growth* as the two Key Performance Indicators used to measure the Corporation's performance and effectiveness.

Development Sault Ste. Marie (DSSM)

Development SSM, in partnership with the City of Sault Ste. Marie, will engage in outreach efforts to domestic and new international markets by performing economic development activities with the public and private sector in attracting investment, job creation (retention) and an increase in the municipal tax base.

New Business Start Ups Expansions & Expansions	Direct Jobs Created Full Time (FT) FT New/FT Construction/FT Retained	Direct Investment	Economic Impact	Tax Revenue
10 clients (direct)	110 / 186 / 17	\$16.5 M	\$39.6 M	TBD
152 clients (direct & indirect)	various	\$ 48.04 M	\$ 115.29 M	TBD

Enterprise Centre Sault Ste. Marie (ECSSM)

Enterprise Centre SSM will provide information, education and support for small business entrepreneurs.

New Business Start Ups and Expansions	Jobs Created Full Time (FT) / Part Time (PT)	Investment	Tax Revenue
66 Client Files	76 FT / 70 PT	\$2.15 M	DTD*
3 Youth Clients	3 / 4	\$0.10 M	DTD
12 Summer Company Clients**	12 / 2	.04 M	DTD

*DTD – Difficult to Determine - Tax Revenue Calculations (incremental) for small businesses whether home based or leasing space is difficult to determine at this time. Discussions with City and SSM Innovation Centre staff are taking place to determine if this data can be collected through the City GIS and Assessment information collection.

** Full and part time Summer Company participants – seasonal full time for 8-12 week period

Tourism Sault Ste. Marie (TSSM)

Tourism SSM will develop and market unique tourism experiences, utilizing Sault Ste. Marie's diverse tourism products and strong industry partnerships. Tourism SSM collects their information on their programs annually.

	Total Number Packages Sold		Number Visitor Days		Direct Revenue	
	2007	2008	2007	2008	2007	2008
Campaign Packages (ACR/Ski/Snow Train/Golf & Gaming/Cross Country Ski)	7,503	6,680	14,832	13,320	\$1.86 M	\$ 1.66 M

	Total Number of Groups		Number of Delegates		Direct Revenue	
	2007	2008	2007	2008	2007	2008
Conventions / Meetings	64	101	10,623	14,462	\$ 5.4 M	\$7.23 M

5(0)

City of Sault Ste. Marie

**2009 Contribution to the
Sault Ste. Marie Economic Development Corporation**

Operating Grant	934,435
Destiny SSM	30,000
Development Sault Ste. Marie	277,890
Tourism Promotion	168,455



July 10, 2007

ECONOMIC DEVELOPMENT FUND (EDF) – CRITERIA

The City of Sault Ste. Marie has established a City Economic Development Fund (EDF). The purpose of this fund is to support job creation, support the increase of new tax assessment through new investments, and to support economic development projects. City Council annually establishes the funding support for the EDF and as this fund is limited, City Council must be very selective in how it is disbursed to ensure that the maximum return on investment is achieved.

To ensure accountability to City Council, the City of Sault Ste. Marie Finance Committee, the SSMEDC has updated the EDF program criteria, delivery, and reporting. Consultation and input was also carried out with the Sault Ste. Marie Chamber of Commerce, Sault Ste. Marie Innovation Centre, Community Development Corporation of Sault Ste. Marie and Area and Destiny Sault Ste. Marie and a Public Session to receive input from the community was hosted by SSMEDC.

1. Key Performance Targets

The previous EDF was established by City Council to promote economic growth and provide opportunities in areas of business, technology, tourism and education. This is still important today, but City Council must ensure that the community benefits include specific performance targets, such as net job creation and support for community initiatives that will support existing and attract new employers, investment, and employees. Therefore, in deciding how to allocate funding consideration should be given to support for initiatives that would result in:

- 1.1. Net Job Creation: The focus of the fund is to support new economic development projects that will create sustainable wealth generating jobs and diversify our economy. Wealth generating jobs are those that bring new monies (e.g., payroll) into the community. This will support economic development that focuses on the creation of new products and services (e.g., manufacturing, science & technology, etc.) that are driven by external market demands;

and

- 1.2. Increase Tax Assessment: The greatest rate of return of the City Economic Development Fund to the City of Sault Ste. Marie is to invest in those projects that would increase new tax assessment (e.g. new industrial construction) or increased investment in existing facilities that would increase the tax assessment value of that facility.

and

- 1.3. Economic Development Projects ("enhanced" promotion, marketing, research, and strategy development) that are consistent with Destiny SSM strategic priorities or that support the creation of new economic engines for Sault Ste. Marie.

2. Criteria for the Use of the Fund

The fund will provide capital for projects that create or protect jobs and the tax base by:

- 2.1. Promoting economic diversification and supporting the establishment of new businesses or industries that support new products, services, and innovation,
- 2.2. Where benefits warrant, contributing to the sustainability or expansion of existing enterprises as long as it does not unfairly compete with other local enterprises and the use of the City's EDF is absolutely necessary in order for the project to succeed;
- 2.3. Supporting strategic community initiatives that support creating the environment for business development (e.g. infrastructure development, educational/economic opportunities, labour development initiatives, specific sector strategy development, innovation, and support for new economic cluster development).

3. Eligible Applicants

Eligible Applicants for applying directly to the City of Sault Ste. Marie for the EDF would be non-profit economic development organizations and City departments.

Private Sector applicants would be required to work in partnership with a non-profit economic development organization such as the Sault Ste. Marie Economic Development Corporation. The reason for this is that the City of Sault Ste. Marie has restrictions pertaining to the Municipal Act in providing bonusing to the private sector. However, as the lead economic development agency for the City of Sault Ste. Marie, the SSMEDC could work with the private sector in a partnership that could access the EDF as long as the project meets the criteria and application requirements of the EDF.

4. Application Requirements

Applicants will complete the following application information, provide a covering request letter, and will provide the necessary supporting documentation to support their request. The application will include a business or project plan, which outlines:

4.1. Applicant Information

- 4.1.1. Legal name of business/organization
- 4.1.2. Names of Officers, Directors & Principals
- 4.1.3. History of Organization
- 4.1.4. Organization mandate
- 4.1.5. Key contact for initiative
- 4.1.6. Contributing partners and
- 4.1.7. References

4.2. Project Information

- 4.2.1. Project description
- 4.2.2. Objectives
- 4.2.3. Performance targets
- 4.2.4. Impacts and Limitations of Project
- 4.2.5. Methodology and timing (including key dates for progress reports and final report to Council)

4.3. Costs and Financing

- 4.3.1. Detailed project costs
- 4.3.2. Financing arrangements (e.g., equity, loans, etc.) and funding partners
- 4.3.3. In-kind contributions
- 4.3.4. Balance, Financial Statements, Cash flow projections (historical and projected)
- 4.3.5. Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

4.4. Economic Benefits

- 4.4.1. Description of how the project promotes economic growth and diversification
- 4.4.2. Projected job creation
- 4.4.3. Potential for tax assessment increase
- 4.4.4. Other economic and community benefits

4.5. Community Benefits

- 4.5.1. How the project compliments other local initiatives
- 4.5.2. Impact on the community as a whole

After receiving the Application requirements, the SSMEDC may at its discretion request further information and clarification from the proponent.

For processing, all applications will be sent to:

Manager of Corporate Services
Sault Ste. Marie Economic Development Corporation
99 Foster Drive, First Level
Sault Ste. Marie, ON P6A 5X6

Telephone enquiries: (705) 759-5432
Fax: (705) 759-2185
E-mail: d.lafleur@ssmedc.ca
Website: www.sault-canada.com

ECONOMIC DEVELOPMENT FUND (EDF) – CRITERIA

5. Process for Evaluating Proposals

- 5.1. The Sault Ste. Marie Economic Development Corporation will be responsible to provide the resources to support the intake of applications and support the proponent (s) in the development of their proposal.
- 5.2. The City Finance and Legal Department, through the SSMEDC, will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, municipal act, etc.)
- 5.3. Prior to presentation to City Council the Managing Director of Destiny SSM will review requests if appropriate, determine need from Destiny SSM Committee for input and recommendations, and provide their input to the evaluation of the application.
- 5.4. Unless there are special circumstances, all requests shall contain written recommendations from the Sault Ste. Marie Economic Development Corporation Board of Directors, and the City Finance Department prior to presentation to Council. This would be coordinated through the SSMEDC.
- 5.5. All requests will be presented to Council in writing with supporting presentations by the applicant if required.
- 5.6. City Council will make the final decision re: financial contributions from the fund.

6. Accountability, Monitoring and Reporting of Results

The following will be expected from the successful applicants:

- 6.1. Recognition of the City Economic Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.
- 6.2. Progress reports as outlined in their submission's timetable and proposal to City Council.
- 6.3. A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community.
- 6.4. A complete report of all revenues and disbursements for the project within 6 months of completion of project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit project.

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2009 09 28

Mayor John Rowswell and
Members of City Council

Re: Financing of the Algoma Public Health Building

It has been the City's financial plan that Algoma Public Health will finance the new administration building at Sault College. The project is being funded by Build Canada who will contribute two-thirds of the construction costs. Algoma Public Health will contribute the other one-third cost of the building through past and future levies resulting in no new net cost to the City.

Algoma Public Health will provide construction financing to the City when progress payments are paid.

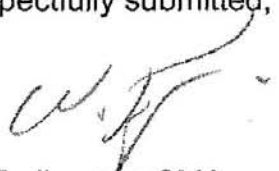
Algoma Public Health has provided the attached financing plan for the building that includes the use of public health reserves and both long and short term bank loans.

Also attached is the borrowing by-law from Algoma Public Health that provides authorization for long term borrowings.

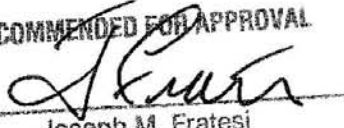
Algoma Public Health is awaiting final confirmation of loan agreements with their bank to finance this project. Though we expect to have confirmation by Monday, we can not recommend proceeding until such time as the confirmation is received.

This is provided for the information of Council.

Respectfully submitted,


W. Freiburger, CMA
Commissioner of Finance and Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

WF/kl
attachments

5(P)

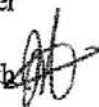


Algoma
PUBLIC HEALTH
Santé publique Algoma

ALGOMA PUBLIC HEALTH MEMORANDUM

Date: Tuesday, September 22, 2009

To: Mr. Bill Freiburger, Commissioner of Finance and Treasurer

From: Jeff Holmes, Business Administrator, Algoma Public Health 

RE: Algoma Public Health – New Facility Costs and Financing Information

Please find enclosed a schedule of costs regarding the bid recommendation, financing sources and interim project financing.

If you have any further questions or require additional information please feel free to contact me @ 759-5232.

Algoma Public Health - New Facility Project

22-Sep-09

Subsidized costs

Bid Recommendation	18,395,000
Additions	632,000
	<u>19,027,000</u>
Contingency Allowance	475,000
Contract Management	600,000
Building Link	700,000
Total	<u>20,802,000</u>

Financing

Build Canada 66% funding of above	13,868,693
Long Term debt	5,000,000
Northern Ontario Heritage Fund	500,000
Public Health Reserve	2,000,000
Total	<u>21,368,693</u>

Excess financing 566,693

Less: Financing Charges	498,000
Excess	<u>68,693</u>

Interim Financing Project

Total Project Cost	20,802,000
GST 5%	-
Total to Finance	<u>20,802,000</u>

Interim Financing Bank line of Credit	16,000,000
Advances of 25% of subsidy	3,467,173
Public health reserve	2,000,000
Total	<u>21,467,173</u>

Coverage ratio 1.03

BY-LAW NO. 95 – 2B

A By-law respecting the borrowing of money and the issuing of debt instruments by:

The Board of Health for the District of Algoma Health Unit
a non-share Board of Health incorporated under
the Health Protection and Promotion *Act*
(herein called the "Board of Health")

BE IT ENACTED as a By-law of the Board of Health as follows:

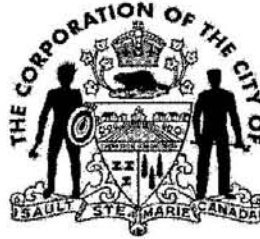
1. Without limiting the borrowing powers of the Board of Health as set forth in the Health Protection and Promotion *Act* (Ontario), as may be amended, the Board Members of the Board of Health may, from time to time,:
 - (a) Borrow money upon the credit of the Board of Health;
 - (b) Issue, re-issue, sell or pledge debt obligations of the Board of Health, including without limitation, assignments, loan agreements, bonds, debentures, pledges, notes or other similar obligations of the Board of Health, whether secured or unsecured;
 - (c) Give a guarantee on behalf of the Board of Health to secure performance on behalf of any present or future indebtedness, liability or obligation of any person; and
 - (d) Charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired, real or personal, movable or immovable, property of the Board of Health, including without limitation, book debts, rights, powers, franchises and undertakings, to secure any present or future indebtedness, liabilities or other obligations of the Board of Health.
2. The Board of Health may, from time to time, by resolution delegate any or all of the powers referred to in paragraph 1 of this By-law to a Board Member Director, a Committee of the Board of Health or one or more officers of the Board of Health.
3. The Board of Health and its Board Members and officers are authorized and permitted to execute and deliver deeds, transfers, assignments, contracts, obligations, certificates and other instruments on behalf of the Board of Health pursuant to this By-law (i) in counterpart, and (ii) via telefax, portable document format, tagged image format and other forms of electronically reproduced signature, which shall be valid and binding on the Board of Health.

The foregoing By-Law No. 95-2B is hereby passed by and consented to by the signatures of all of the Board Of Health Board Members this 14 day of, 2009.


Guido Caputo, Board Chair
Dr. Allan A. Northan
Medical Officer of Health

HUMAN RESOURCES DEPARTMENT

John R. Luszka, Commissioner
Peter Niro, Manager
Roy Dewar, Health & Safety Manager
Della-Marie Iley, Disability Case Manager



5(9)
CIVIC CENTRE
99 Foster Drive,
Sault Ste. Marie, ON.
P6A 5X6
Tel: (705) 759-5361
Fax: (705) 541-7177

2009 09 28

Mayor John Rowswell
And Members of City Council

**RE: COLLECTIVE BARGAINING
FEBRUARY 1, 2009 TO JANUARY 31, 2012
MEMORANDUM OF SETTLEMENT
UNITED STEELWORKERS LOCAL 2251 - TRANSIT**

I am pleased to provide to City Council the above noted Memorandum for renewal collective agreement for a three (3) year term.

This follows the same general trend in wages and benefits as established earlier by the CUPE Groups.

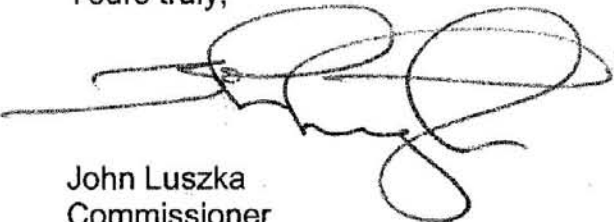
Specifically, that represents wage increases of:

3% Effective February 1, 2009
2.5% Effective February 1, 2010
2.5% Effective February 1, 2011.

Improvements in vision care and prescription drug coverage are also consistent across all groups.

Council ratification of the Memorandum is requested.

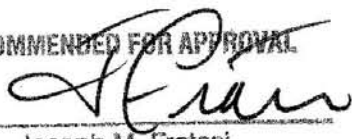
Yours truly,


John Luszka
Commissioner
Human Resources Department

JL:ef

c.c. J. Fratesi

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(9)

COLLECTIVE BARGAINING

CITY OF SAULT STE. MARIE

&

USW LOCAL 2251 - Transit

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

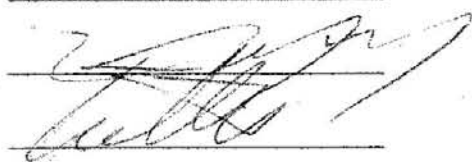
&

U.S.W. 2251

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2009 to January 31, 2012.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2009 provided, however, that the following amendments are incorporated:

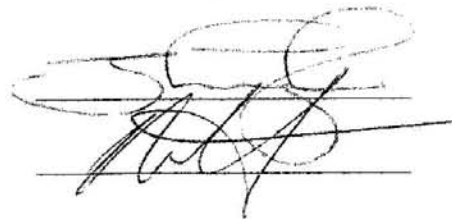
Appendix 1.

For the Union



DATE: Sept 14/09

For the Employer



Bob

DATE: Sept 15/09

COLLECTIVE BARGAINING
THE CITY OF SAULT STE. MARIE
&
USW 2251
TRANSIT MECHANICS

MEMORANDUM OF SETTLEMENT
APPENDIX A

September 10, 2009

10:00 Leave of Absence**10:01(c) Bereavement**

Amend clause to read as follows:

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day of the funeral. **If the funeral is more than two hundred kilometres (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.**

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for **four (4)** working days shall be granted to an employee to attend the funeral of **a child of a spouse as defined under per part (b) sections (i) and (iii) below.**

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section

53 of the *Family Law Act*, ("conjoint")

11:00 Safety & Health**11:06 Amend clause to read as follows:**

The City agrees to supply two (2) pairs of union made coveralls to each garage and maintenance employee every six (6) months. **The City will provide each employee with one (1) winter coat every five (5) years.**

11:07 Amend to an allowance of **one hundred and forty dollars (\$140)** effective for payment by March 31, 2010. Increase allowance to **one hundred and forty-five dollars (\$145)** effective for payment by March 31, 2011.

15:00 Hours of Work & Overtime

Amend clause to read as follows:

15:08 Overtime rates of time and one-half shall be paid to employees in the following events:

1. For hours in excess of eight (8) hours in one day;
2. For hours in excess of forty (40) hours per week;
3. An employee called out to work on other than his normal hours shall be paid for a minimum of **three (3) hours pay at time and one-half (1½) their regular hourly rate.**

15:11 Meal Allowance

Increase allowance to **eleven dollars (\$11.00)** effective the first full pay period following ratification of the Memorandum of Settlement by the parties.

Increase to **eleven dollars and fifty cents (\$11.50)** effective the first full pay period in February 2011.

Information item:

As a matter of information, the City may replace the current voucher system with a reimbursement through the payroll system on the employees' pay cheques.

17:00 Wages Rates

17:01

- Increase Wage Schedules as follows:

Effective February 1, 2009	+ 3.0%
Effective February 1, 2010	+ 2.5%
Effective February 1, 2011	+ 2.5%

Retroactivity to active employees and any employees who retired between February 1, 2009 and the date of ratification of the Memorandum of Settlement by the parties.

- Apprentice Bodyperson Pay Scale 17:03(b) to be adjusted accordingly with adjustments to Bodyperson pay scale.
- 17:04 – Student pay scale – adjust by the same percentages as outlined in 17:01 above.

Mechanic Tool Allowance

Increase to one hundred and seventy-five dollars (\$175) effective for payment by March 31, 2010.

17:02 Premiums

- **Afternoon Premium 17:02(1)**

Increase to ninety cents (\$0.90) effective the first full pay period following ratification of the Memorandum of Settlement by the parties.

- **Afternoon Premium 17:02(1) and 17:02(2) Sunday Premium**

Increase to ninety-five cents (\$0.95) effective the first full pay period February 2010.

18:00 Welfare

18:02 Extended Health Care Plan

- **Prescription Drug Benefit Plan** – Drug card : **\$6.00** Drug Card System effective the first of the month following ratification of the Memorandum of Settlement by the parties (drug plan is voluntary generic substitution)
- Vision Care (eyeglass subsidy \$250.00 every two years **effective the first of the month following ratification of the Memorandum of Settlement by the parties and to \$300 effective February 1, 2011.**)
- Pharmacy dispensing fees ;

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties amend dispensing fee cap from \$8 to \$9. Effective February 1, 2011, amend dispensing fee cap to \$10.

18:10 Amend this clause to read as follows:

The City agrees to cover the payment of premiums for Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in fulltime employment. It is understood that any changes agreed to by the parties to Extended Health Care coverage will be applicable to the Extended Health Care coverage for retirees under this clause. **Employees who retire under this clause will be permitted to purchase at their expense a \$10,000 Life insurance policy at Group Rates up to the Age of 65.**

19:00 Pensions

Amend clause to read as follows:

19:02 An employee may continue to work beyond age 65 provided that such employee is mentally and physically capable of performing their job. The City will continue to provide all benefits required by this agreement except Long Term Disability. Such benefit coverage will be provided up to the last day of the month in which the employee attains the age of seventy (70).

20:00 Vacations with Pay

The parties agree to discuss Vacation, Weekly Indemnity and Unused Vacation Payout in a Labour Management meeting forum during the term of the collective agreement.

Article 23:00 Term of Agreement

Amend clause to read as follows:

23:01 This agreement shall be effective from February 1, 2009 until January 31, 2012 but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

Letters of Understanding #1 and #2.

The parties agree to renew letters for the term of the agreement.

5(r)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

2009 09 28

Mayor John Rowswell
and Members of City Council

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

Lana Perry - Archery

Lana Perry has qualified to represent Canada at the World 3D Archery Championships in Latina, Italy from September 15 to 19, 2009. This application meets the criteria of the policy for Financial Assistance for National/ International Sports Competitions.

The Parks and Recreation Advisory Committee reviewed the application at their September 8, 2009 meeting and passed the following resolution.

Moved by: M. Kontulainen
Seconded by: S. Milne

"Resolved that a financial assistance grant in the amount of \$200 be endorsed for Lana Perry to attend the World 3D Archery Championships in Latina, Italy from September 15 -19, 2009 and that a report be sent to City Council for their approval."
CARRIED

City Council is requested to approve the grant to Lana Perry in the amount of \$200.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

\\council\2009\council report fin asst Perry

attachments

5(r)



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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Lana Perry

[Redacted Address Line]

Sault Ste Marie, ON *

Postal Code [Redacted]

[Redacted Address Line]

[Redacted Address Line]

Name and Address of Participant(s):

Append team info to application form if applicable. (athletes only)

same as above

Postal Code

Name of National or International Sporting Competition:

World 3D Archery Championships

Date(s) of Competition:

September 15-19

Location of Competition:

Latina, Italy

Name of Sports Governing Body:

International Archery Federation (FITA)
Federation of Canadian Archers / Ontario Association
(FCA) of Archers (OAA)

Please attach correspondence that confirms individual or team qualification as a
Northern Ontario, Ontario or Canadian representative. APPLICATIONS WILL NOT BE
CONSIDERED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total amount of Assistance Requested:
(See 3.4.1.1 for explanation of units)

\$ 200

Check or indicate, as applicable, how the financial assistance will be used if
approved.

Will be applied to accomodations and/or
meals and/or flight costs.

Library (other source(s) of assistance received.

Bow Company Sponsorship - APA Innovations 250⁰⁰
 Donations of friends + family 450⁰⁰
 Pizza Fundraiser 800⁰⁰

Have you previously requested financial assistance from the City?

Yes ☒ No ☐ Amount \$ _____

If yes, please indicate the year(s):

I am handing two applications at this time -
 one for national, one for international.

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

Lana Perry

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

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

DATE: 2009 08 05
 Year Month Day

Lana Perry - Athlete
 Name Title Signature
 (Applicant)
 Alan Rowlinson Sergeant at Arms
 Name Title Signature
 (Club Official)

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

PLEASE RETURN THIS FORM BY PERSON OR BY MAIL TO:

Mr. Michael John Collins, Director
 Community Services Department
 Civic Centre,
 100 Queen Street,
 Burlington, ON L7R 4A1
 905.335.8888

For additional information:

Phone: 905.335.8888 ext. 2300 or 2301, Monday to Friday

COMMUNITY SERVICES DEPT.

AUG 06 2009

RECEIVED

5(r)



2255 St. Laurent Blvd., Suite 108, Ottawa, ON K1G 4K3 Phone (613) 260-2113 Fax 260-2114 email

Criteria for World Championship 3D Archery Team 2009

The following will be the criteria for the selection of a Canadian team to the 2009 FITA 3D Championship to be held in Italy from September 15 - 19.

Each score submitted is converted to a percentage of the perfect score on that course and then those percentages are averaged to determine the archer's rating. For example, a score of 150 on a 20 target course with a full possible score of 200 would have the value of 75%. The then, below, shows the percentage required, on average over the eligible scores submitted, in order to achieve the various squad rankings. For example, a Compound Woman would require percentages that average 70% or more to be classed as Red squad.

Compound Men	Longbow Men	Bare Bow Men	Instinctive Men
Gold 92%	Gold 84%	Gold 72%	Gold 69%
Red 85%	Red 82%	Red 70%	Red 67%
Blue 80%	Blue 78%	Blue 67%	Blue 64%
Compound Women	Longbow Women	Bare Bow Women	Instinctive Women
Gold 75%	Gold 69%	Gold 63%	Gold 45%
Red 70%	Red 57%	Red 51%	Red 44%
Blue 65%	Blue 55%	Blue 50%	Blue 42%

1. A list of registered events will be produced by March 31. This will include provincial FCA registered events, national FCA registered events, and international events.

2. The archer will be required to submit six scores from FCA registered or international events. The highest and lowest scores will be dropped and an average formed from the other four scores.

3. One of the scores will be 2009 Outdoor Provincial Championship and one the 2009 Outdoor National Championship.

4. Scores after April 1, 2009 may be submitted if the event was run under FCA rules. Two scores from 2008 will be considered acceptable. Of these two, the 2008 Outdoor Nationals may be considered one (all three scores represent one submission).

5. The 2008 FCA Outdoor Championship scores may be used toward the average. (This will represent one score submission.)

6. Scores from 2007 will be limited to two.

7. Clubs are asked to register their archers, as needed, with the FCA. FCA rules must be followed at registered shoots.

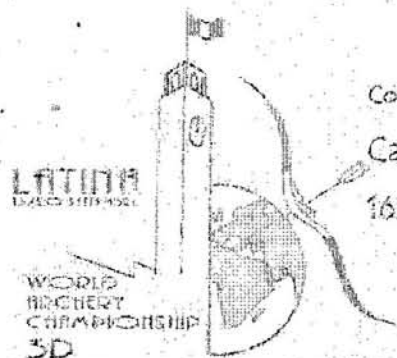
8. An archer's eligibility to participate as a Canadian team member at the 2009 FITA 3D World Championship in Italy September 15 - 19 must be indicated to the FCA 3D Committee by June 1, 2009.

9. There are 3 World Team positions available in each category. Archers will be selected according to their squad placement first, but if there are more archers in a squad than there are positions to fill on the team from that squad, then the Canadian Outdoor 3D Championships will be treated as a trial for those positions. Archers will be ranked according to their placing at the trials. In the case that an archer has to withdraw, the archer next in line will be named to the team. For example: If there was one archer ranked gold, one ranked red, three ranked blue and all indicated the intention of attending the World Championship, the blue ranked archers would shoot the trials. The gold and red archers would be named to the team and the third position on the team would be determined at the Nationals.

won Gold

won Bronze

5(r)



Comitato Organizzatore

Campionato del Mondo 3D

16/19 September 2009 Latina – Italy

Sede operativa: Via Franco Angeli, 5 - 00155 Roma

Tel. 06/252129507 - 06/252129520 - fax 06/252129530

Codice Fiscale/P.Iva 02481380596

zesi.paola@cmbcarpi.it

Version 4.0 (printed 23rd Apr 09)

Latina, 24 April 2009

Dear President,

As the President of the Organizing Committee, I am pleased to invite you to the 3D ARCHERY WORLD CHAMPIONSHIP 2009 which will be held in LATINA/ITALY from 16th - 19th of SEPTEMBER 2009. This event will be organized as per the FITA rules from 1.4.2008.

You will definitely appreciate the LATINA hospitality and we hope you and your team will enjoy your stay in **LATINA**.

Please find enclosed the necessary documents concerning the registration, organization and participation in this event. We kindly ask you to return within the stated deadlines:

o Preliminary Entries	June	17 th , 2009
o Final Entries	August	25 th , 2009
o Hotel Reservation Form	August	5 th , 2009
o Transportation Form	August	5 th , 2009
o Budget Form	August	5 th , 2009
o Latest change in Hotel Reservation	September	5 th , 2009

Hope to see you in Latina

Sincerely yours,

Sante Spigarelli & Francesco Mancini

Chairman of the LOC



Provincia di Latina



Comune di Latina

Cooperativa Muratori e
Braccianti di Carpi

5(r)



Box 45, Stn Caledon Village, Caledon, ON L7K 3L3

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Your Ontario County

2009 Ontario Field Championship

Lambton Kent Archers

Senior Male Bowhunter Unlimited

Name	Field	Hunter	Total
G Paul Houle	263	515	778
S Raymond Madahbee	232	472	704

Senior Male Compound

Name	Field	Hunter	Total
G Craig Voorn	276	553	829
S Rob Clozza	262	548	810
B Chris Priester	269	537	806
4 Dave McQuaker	272	531	803
5 Dennis Daigle	265	537	802
6 Jason Evoy	267	533	800
7 Mike Weiler	260	530	790
8 Troy Adams	254	535	789
9 Dave Maich	252	535	787
10 Matt Tyhurst	261	522	783
11 Gilles Poulin	255	525	780
12 Matt Tebbutt	250	514	764
13 Aaron Lucas	251	507	758
14 Adam Thomas	224	503	727
15 Steve Long	254	0	254

Senior Female Compound

Name	Field	Hunter	Total
G Sally Robie	276	545	821
S Fiona McClean	268	542	810
B Kim Weiler	262	532	794
4 Ashley Gairdner	259	515	774
5 Lana Perry	257	511	768
6 Meg Watts	243	499	742
7 Shella Madahbee	230	482	712

Senior Open

Name	Field	Hunter	Total
G Ken Robie	266	544	810
S Tim Watts	272	535	807
B Sean McKenty	0	545	545

Senior Male Recurve

Name	Field	Hunter	Total
G Jon Eden	220	465	685
S Rob Wardlaw	219	464	683

Senior Female Recurve

Name	Field	Hunter	Total
G Racheal Savage	215	451	666

Master Male Barebow

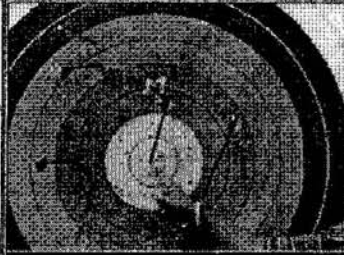
Name	Field	Hunter	Total
G Erich Eppert	73	222	295

Master Male Bowhunter Unlimited

Name	Field	Hunter	Total
G Chuck Fochuk	247	509	756

Master Male Compound

Name	Field	Hunter	Total
------	-------	--------	-------



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Upcoming Tournaments

London City Archers	Aug 16
Restoule Archers	Aug 16
Saugeen Shafts	Aug 16
Islington Archers	Aug 22
Thessalon Rod & Gun Club	Aug 23
York County Bowman	Aug 23
Parkline Sportsman's Club	Aug 29
Gesto Gamegetters	Aug 30
London City Archers	Aug 30
Napanee Rod & Gun	Aug 30
more...	

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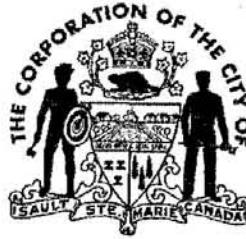
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New member registrations will be available in the weeks to come.

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5(s)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



COMMUNITY SERVICES DEPARTMENT
RECREATION & CULTURE DIVISION
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Cultural
Historic Sites
Leisure Services/Leadership
Recreational Lock
Roberta Bondar Tent Pavilion
Seniors' Services
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2009 09 28

Mayor John Rowswell
and Members of City Council

NAMING OF FINN HILL TRAILHEAD

An application has been submitted (attached) by the Sault Trails Action Committee (S.T.A.C.) to name the proposed trailhead shelter on the Finn Hill section of the Hub Trail, the "James S. Miller Trailhead".

The City has a policy to address the naming of facilities within City-owned and operated parks whereby City Council has delegated to the Parks and Recreation Advisory Committee the authority to review such applications and make a recommendation to City Council.

The application describes in detail the reasons S.T.A.C. is recommending that the trailhead bear the name of the late Jim Miller. He was a well known outdoor enthusiast who devoted much of his free time to advocating for a recreational trails network in the City. He volunteered countless hours of his time working with City staff and the public in developing the Hub Trail concept.

The Parks and Recreation Advisory Committee reviewed the application at their meeting on September 8, 2009 and passed the following resolution in support of the application.

Moved by: M. Kontulainen
Seconded by: S. Milne

"Resolved that the Members of the Parks and Recreation Advisory Committee endorse the application to name the proposed trailhead shelter on the Finn Hill section of the Hub Trail the 'James S. Miller Trailhead' and further that a report be sent to City Council for their approval."

CARRIED

Recommendation

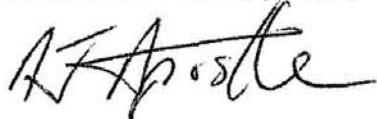
City Council is requested to approve the resolution of the Parks and Recreation Advisory Committee in support of the application by the Sault Trails Action Committee to name the proposed trailhead shelter on the Finn Hill section of the Hub Trail the "James S. Miller Trailhead".

Respectfully submitted on behalf of the Parks and Recreation Advisory Committee,



Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,



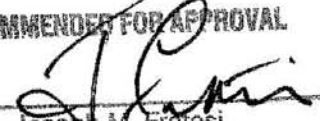
Nicholas J. Apostle
Commissioner Community Services

(Signed) 2/20/2020 Council approval of Finn Hill trailhead

cc: Parks & Recreation Advisory Committee
Sault Trails Action Committee
D. McConnell, Planning Director
R. Travaglini, Manager of Parks

attachment

RECOMMENDED FOR APPROVAL

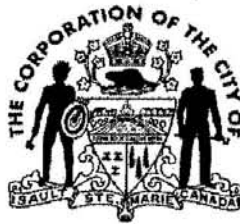


Joseph M. Fratesi
Chief Administrative Officer

5(s)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2009 08 31

MEMO TO: Joe Cain, Manager of Recreation and Culture

FROM: Stephen Turco, Planner

RE: **PRAC Meeting, Tuesday September 8, 2009**

Enclosed is STAC's submission to the Parks and Recreation Advisory Committee supporting the naming of the Finn Hill shelter structure the James S. Miller Trailhead. Attached are the required documents, as per the Naming Facilities within City-owned and operated parks policy.

If there is any other information required, or would like to discuss this submission, please do not hesitate to call me.

Yours truly,

Stephen Turco, B.URPI.
Planner

SDT

Attachment

Sault Trails Action Committee

Dedicated to the development of a coordinated, non-motorized, multi-use trail system.

August 31, 2009

Mr. Joe Cain
Manager, Recreation & Culture
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Attention: Mr. Cain

RE: James S. Miller Trailhead at Finn Hill

The Sault Trails Action Committee would like to express our full support to name the proposed shelter structure at Finn Hill the James S. Miller Trailhead. Enclosed for the review of the Parks and Recreation Advisory Committee (PRAC), please find all the necessary information and schematic plans for the proposed trailhead structure.

Name of Applicant:

Sault Trails Action Committee (STAC)

Identification of the Facility to be Named:

The structure to be named is a Hub Trail trailhead shelter that is to be located at Finn Hill, at the easterly end of Village Court (see attached plan and rendering). The structure is to be constructed in conjunction with the new section of the Hub Trail that runs from the corner of Black Road and McNabb Street, continuing along the bottom of the Finn Hill area, to Northern Avenue.

A trailhead is physical structure that signifies the entrance onto a trail. These structures can take on or be a combination of different forms from covered shelters, to arch ways or simply map or information boards. Trailheads are usually a visible icon that provides a trail user a means to identify their location or the location of trail amenities (i.e. rest rooms, maps, trail etiquette, etc.).

Proposed Name:

James S. Miller Trailhead

Background Information

James (Jim) Stuart Miller was a tireless advocate for trail development in Sault Ste. Marie. Prior to his passing, Jim eagerly participated on the Sault Trails Action Committee, both as a member and as chair. As one of the founding members of the STAC, Jim offered both the committee and City Council sound and informative advice to support the

Algoma and Area Regional Trails Committee, Local Businesses, Sault Stryders, Local Disability Group, Sault Cycle Club, Sault Finnish Nordic Ski Club, Saulteaux Voyageur Trail Club, Tourism Sault Ste. Marie, Sault Naturalists.

development of trails in the community and encouraged the promotion of active transportation to reduce the community's carbon footprint.

In addition to his participation on the STAC committee, Jim was an instrumental voice in the formulation of the City's Hub Trail Concept and Design Study, and the Cycling Master Plan. Jim devoted countless volunteer hours working with City staff and consultants in the field to research and assess the best opportunities for trails and cycling routes throughout the community.

Personally, Jim was a well known forester, outdoor enthusiast and community volunteer. He had recently retired from Clergue Forest Management in Sault Ste. Marie, Ontario, where he served as General Manager. This was Jim's second retirement, as he previously he enjoyed a long and rewarding career with the Ontario Ministry of Natural Resources.

Among Jim's passions was making time for young people to share his experience and listen to their ideas. In this role he was Co-Chair of Algoma Envirothon, part of a popular international environmental youth program and he was a judge of oral presentations given by Envirothon teams at the annual Algoma Envirothon competition.

Jim was raised in Toronto, Ontario and received his bachelors in Forestry from the University of Toronto. Jim went on to enjoy a prosperous career with the Ontario Public Service, which took Jim and his family to a number of different cities throughout Northern Ontario. In 1995, Jim and his family located to Sault Ste. Marie, working for the regional Ministry of Natural Resources office. Jim immediately began taking an active role in the community.

Jim passed away doing what he loved best, being amongst nature while backpacking along Lake Superior's north shore. Jim is fondly missed by all who new and worked with him, particularly among the STAC committee where Jim served as a voice of reason among many contentious issues and presented many problem solving solutions to the committee over the years.

In 2009, the James S. Miller Memorial Scholarship was announced, developed by a group of Jim's friends and colleagues in partnership with the Ontario Forestry Association (OFA). The scholarship is awarded annually to a Northern Ontario secondary school student who intends to pursue post-secondary education in natural resources or a related field – a pursuit that Jim saw as vitally important to present and future generations.

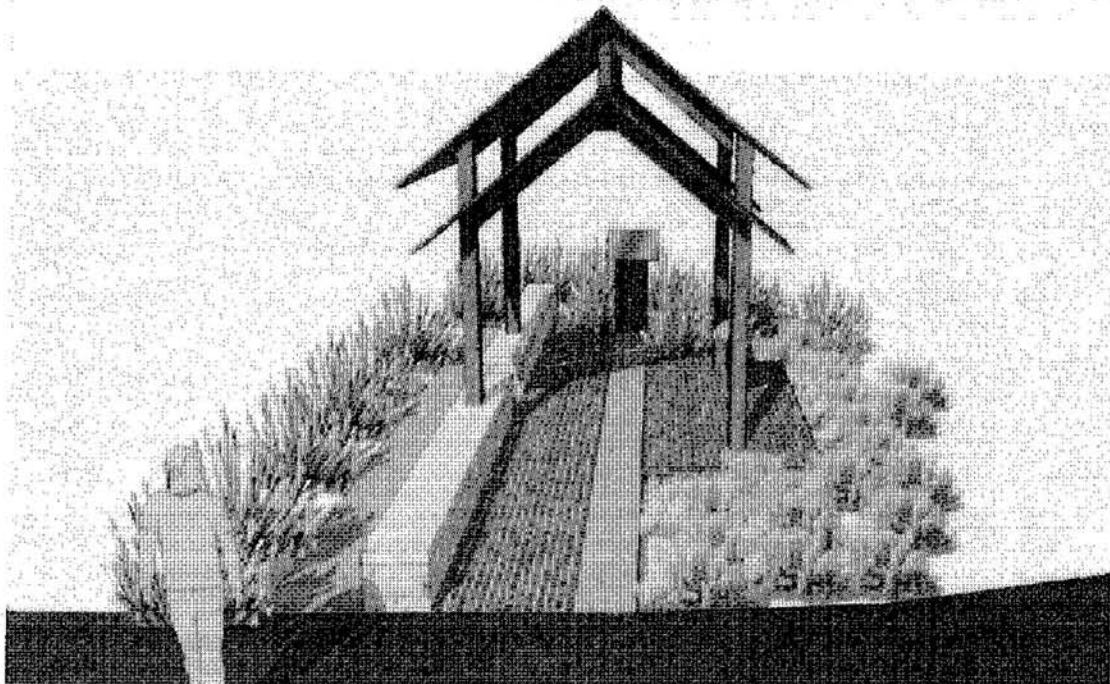
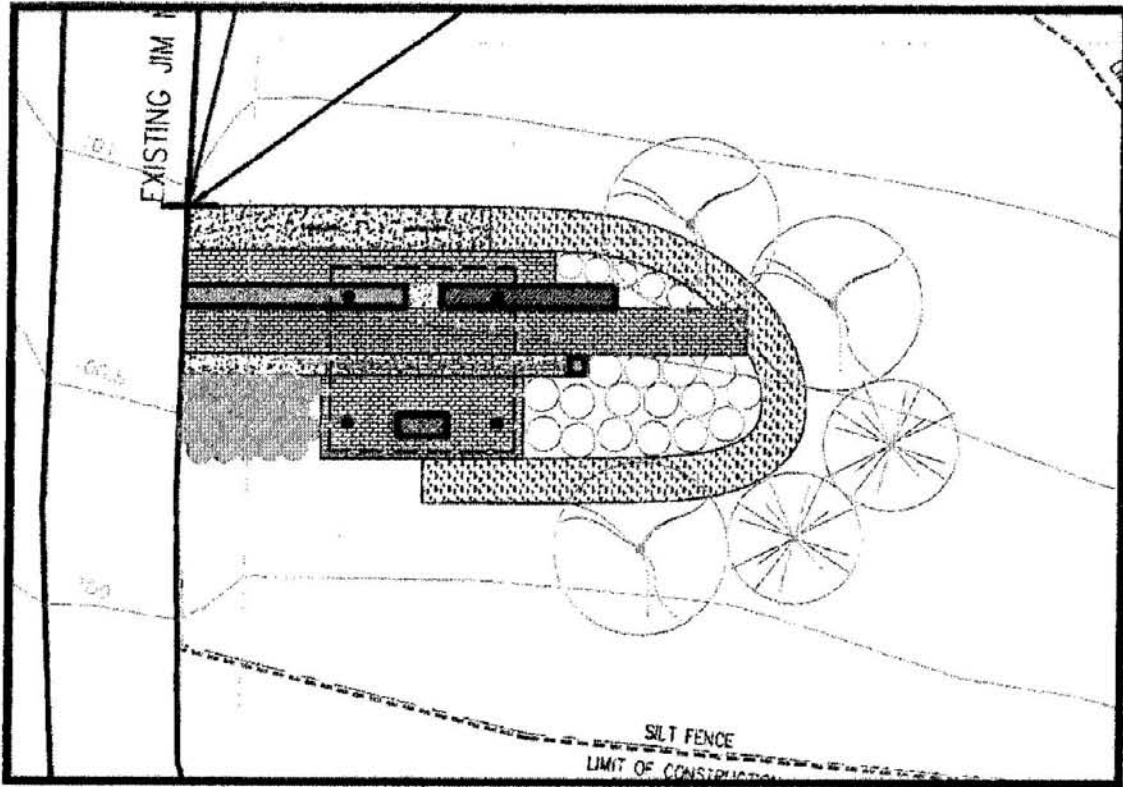
Summary:

The trailhead structure will be a prominent feature sitting at the top of the Finn Hill area and will provide residents and tourists using the Hub Trail a beautiful vista of the Canadian Shield. It is with great honour that we submit a formal request to name this structure the James S. Miller Trailhead.

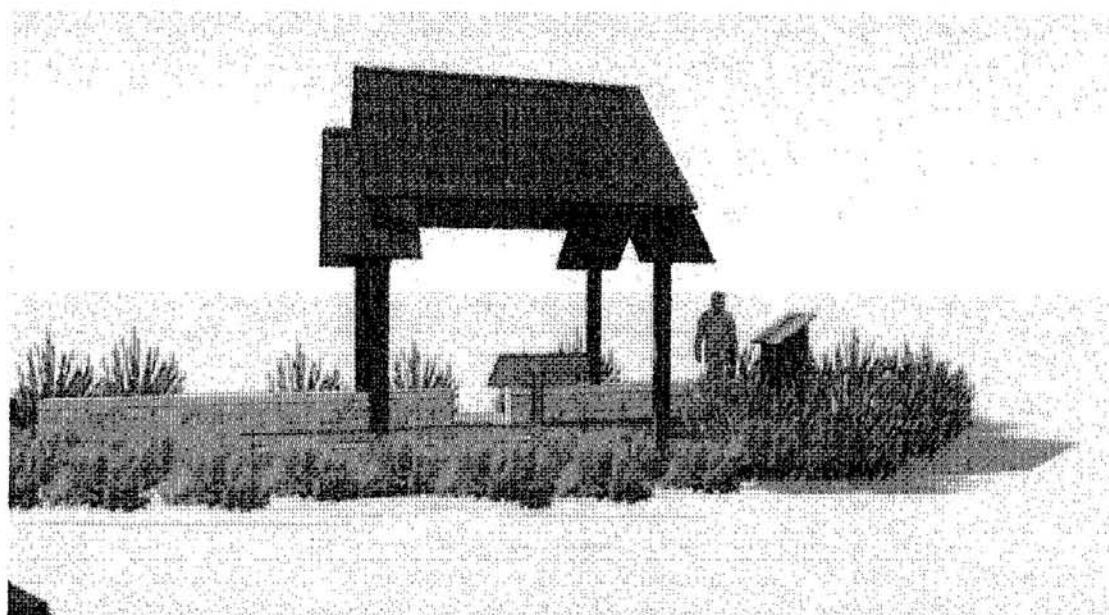
Yours truly,



Donna Hilsinger,
Chair, Sault Trails Action Committee



5(s)



5(s)



VOYAGEUR TRAIL ASSOCIATION

PO BOX 20040, 150 CHURCHILL BLVD.

SAULT STE. MARIE, ON P6A 6W3

1-877-393-4003

Web Site: <http://www.voyageurtrail.ca>

Email: info@voyageurtrail.ca

August 27, 2009

Mr. Joe Cain
Manager, Recreation & Culture
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Attention: Mr. Cain

RE: Jim Miller Trailhead at Finn Hill

The Saulteaux Voyageur Trail Club of the Voyageur Trail Association would like to express our full support for the Jim Miller Trailhead to be erected at Finn Hill. Jim lived on Lake Street at the top of the hills, and thoroughly enjoyed the HUB Trail section at Finn Hill. I am sure he would be most proud of how it turned out now. It is truly a jewel of a trail!

Jim Miller was not only an active club member and outing leader, but also a constant advocate for hiking facilities in Sault Ste. Marie. Jim was one of the original founding members of the Sault Trails Action Committee where he represented the interests of all the various groups without bias or prejudice. His leadership was instrumental in moving the HUB Trail forward.

Jim believed in the HUB Trail with all his heart. Jim's eloquent and respectful manner of speaking helped politicians, city staff, and the community as a whole understand the benefits of the HUB Trail system. Jim's dream will live on for future generations and will impact the lives of countless citizens for years to come. And those of us privileged few who knew and worked with him, will always miss his humour, leadership, knowledge and company.

Sincerely,

Gayle Phillips

President, Saulteaux Voyageur Trail Club

August 25, 2009

Mr. Joe Cain
Manager, Recreation & Culture
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

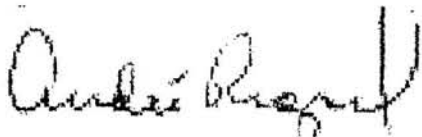
Attention: Mr. Cain

RE: Jim Miller Trailhead at Finn Hill

The Sault Cycling Club would like to express our full support for the Jim Miller Trailhead to be erected at Finn Hill.

Jim Miller was not only an active club member and club director, but also a constant advocate for cycling and cycling facilities in Sault Ste. Marie. Jim was one of the original founding members of the Sault Trails Action Committee where he represented the interests of the Sault Cycling Club and the local cycling community. Without Jim's leadership abilities the HUB Trail would not be where it is today.

Jim believed that a circular, non-motorized trail, connecting the major cultural, natural and residential areas of our city, would build community. Jim's eloquent and respectful manner of speaking helped politicians, city staff, and the community as a whole understand the benefits of this type of trail system. Jim's dream will live on for future generations and will impact the lives of countless citizens for years to come.



Andre Riopel
Sault Cycling Club

Janice Miller
1072 Lake Street
Sault Ste. Marie, Ontario
P6B6B6

Stephen Turco
Planner
Engineering and Planning Department
Planning Division
The Corporation of the City of Sault Ste. Marie, Ontario

August 1, 2009

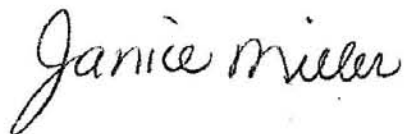
Thank you for your recent telephone call, regarding the proposed naming of a section of the hub trail, to honour and remember my husband Jim Miller. As a family we are grateful that you wish to acknowledge Jim's contribution to the design and implementation of the hub trail through Sault Ste. Marie. He was committed to this project and would have been so happy to see the continued progress in the trail's construction.

You certainly have my permission to bring this matter to council.

I walk this section of the trail frequently, since it is almost in my backyard. There are always people walking, running or biking, enjoying the surroundings and, yes, getting their exercise.

Thank you again, on behalf of myself and my sons, Matthew and Andrew Miller.

Sincerely

A handwritten signature in cursive script that reads "Janice Miller".

Janice Miller

5(s)

Joe Cain

From: Steve Turco
Sent: September 02, 2009 3:49 PM
To: Joe Cain
Subject: Public Consultation - Trailhead Structure

Hi Joe, earlier today, I met with Mr. John Zurawinski and Katherine Sadowski, two of the three members of the neighborhood association on Village Court. I met with them to show them the design and location of the trailhead structure. Both indicated that they did not see any issues with the proposed structure or it's location. In fact, they indicated that they were quite impressed with it. If any other questions arise regarding the structure prior to the meeting, please do not hesitate to call. Unfortunately I am unavailable for the meeting and Don may still be on vacation on that day. Thanks. Steve.

Stephen D. Turco

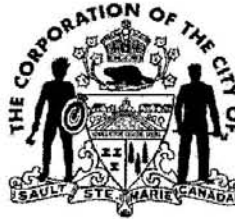
PLANNER
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE ON P6A 5X6
T 705.759.5279
F 705.514.7165
E s.turco@cityssm.on.ca



Please consider the environment before printing this email

Jerry D. Dolcetti, RPP
Commissioner

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



5(+)

ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 09 28
Our File: Contract 2009-14E

Mayor John Rowsell and
Members of City Council
Civic Centre

**RE: CONTRACT 2009-14E
THIRD LINE EXTENSION – GREAT NORTHERN ROAD TO 1,000 METRES EASTERLY**

Tenders received for Contract 2009-14E were opened at a public meeting Thursday, September 17, 2009 in the Plummer Room of the Civic Centre. Present at the opening was Councilor Jamie Caicco as well as City staff and contractor representatives.

The contract calls for the reconstruction of Third Line East from Great Northern Road to 1,000 metres westerly. The work includes all associated work as well as a portion of the hub trail.

A total of six (6) tenders were received. Each tender has been checked as shown on the attached report from AECOM. The low tender of **\$3,588,859.62** (incl. GST) was received from General Contracting (SSM) Ltd. which is slightly above the pre-tender estimate of **\$3,550,000.00**. When GST and PUC costs are removed and allowances for engineering and utility relocations are added, the City's projected cost to complete the entire project is **\$3,600,000.00**. This is the third of four contracts for the completion of Third Line. At this time, according to our estimates, we are tracking near budget. Tendering of the last phase will commence in the spring 2010. The attached report from AECOM summarizes the bids received for this contract.

Recommendation

It is recommended that Contract 2009-14E be awarded to General Contracting (SSM) Ltd. By-Law **2009-165** authorizing execution of the Contract and By-Law **2009-166** authorizing the closure of Third Line East (for extended periods) from Great Northern Road to 1,000 metres westerly from September 29, 2009 to September 30, 2010 have been placed elsewhere on the Agenda for your consideration.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning

CR/al
attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

AECOM

523 Wellington Street East, Sault Ste. Marie, ON, Canada P6A 2M4
T 705.942.2612 F 705.942.3642 www.aecom.com

September 21, 2009

Project Number: 60383

Mr. C. Rumié, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. Rumié:

**Re: Third Line Extension
Fort Creek to Great Northern Road
Contract No. 2009-14E
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Thursday, September 17, 2009 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2009-14E – Third Line Extension consists of the reconstruction of Third Line from the east side of the Fort Creek Ravine to the west side of Great Northern Road, approximately 1,000 metres. The reconstruction work generally includes removals, grading, geotextile, select subgrade material, granular subbase and base, asphalt, curb and gutter, sidewalk, hub trail, guide rail, storm sewers, watermain, sanitary sewer, street lighting and associated appurtenances as specified under the contract documents.

The tender advertisement was published in the Sault Star on Saturday, August 22, 2009 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association, Sudbury Construction Association, and the Consultant's office.

A total of eleven (11) Contractors and Suppliers picked up tender documents during the tender period following submission of the \$50.00 refundable deposit. Plan takers consisted of six (6) general contractors, four (4) subcontractors and one (1) supplier.

During the tender period, there were questions from plan takers on a few issues that were subsequently clarified by addendum. Two (2) addenda were issued by the Consultant to address issues/questions raised by the plan takers and to incorporate some final design related changes.

2.0 Summary of Tenders

Six (6) Contractors submitted sealed tenders for Contract No. 2009-14E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, September 17, 2009. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Caicco in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$200,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Values, including GST, in ascending order of bid price:

1.	General Contracting	-	\$3,588,859.62
2.	Avery Construction	-	\$3,654,603.59
3.	Palmer Construction	-	\$3,718,428.95
4.	Belanger Construction	-	\$3,792,629.98
5.	Pioneer Construction	-	\$3,922,184.18
6.	Ellwood Robinson	-	\$4,065,211.50

It should be noted that the Total Tender Value for each includes a contingency allowance of \$100,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$3,550,241.10 which was compiled based on prices from previous City contracts and the final tender items and quantities established for the proposed works. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed and executed.

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2. The tenders were checked for mathematical errors. All tenders were correctly calculated in computing the Total Tender Value except for the tender submitted by R.M. Belanger which contained a minor error that increased their total tender price by \$0.33.
3. The Instructions to Tenderers indicated that all tenders were to include a \$200,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tender also included Statement 'E' for alternative prices. None of the bidding Contractors provided alternative prices.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.
7. The tenders were to provide a completed Statement of Canadian Content. All tenderers submitted the required form.
8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No.'s 1 and 2.

4.0 Discussions

In our review of the tenders submitted, we did not note any significant errors or omissions with the tenders that would lead to disqualification of any of the submitted tenders.

With respect to the low tenderer, General Contracting Ltd., they are a well known local Contractor who have completed other similar contracts for various Municipalities in Northern Ontario including previous contracts for the City of Sault Ste. Marie. Subcontractors identified in their tender submission include Palmer Paving for the asphalt paving, Tranberg for the landscaping, Double S for the electrical work and Northwest Lines for the pavement markings. All are Contractors who have completed work for the City.

5.0 Tender Estimate

The low tender amount of \$3,588,859.62 (incl. GST) is higher than the Engineer's tender estimate by \$38,618.52 (incl. GST) or approx. 1%. The roadwork and storm sewer pricing exceed the tender estimate by approx. 3%.

6.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The required by-law be passed by Council as per the attached Form of Agreement for execution of the related construction contract; and
2. AECOM be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.



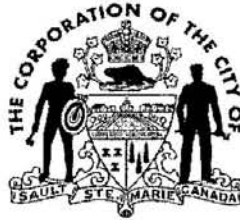
Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.
cc:

Jerry D. Dolcetti, RPP
Commissioner

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



5(u)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 09 28

File: A-09-5-04

Mayor John Rowswell
Members of Council

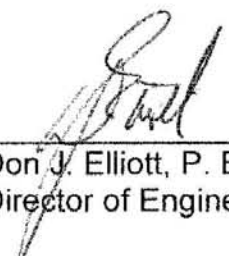
RE: Engineering Services – Haviland Crescent Sanitary Sewer Reconstruction

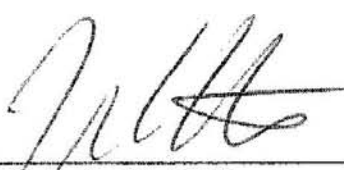
At the regular meeting of 2009 03 09, Council approved retaining the firm of STEM Engineering for the design and contract administration of the reconstruction of the sanitary sewer on Haviland Crescent.

By-Law 2009-158, authorizing execution of an Engineering Agreement between the municipality and STEM Engineering can be found elsewhere on Council's agenda and is recommended for approval. The estimated upset limit fee in the Agreement for these services amounts to \$55,000.

Respectfully submitted,

Recommended for Approval:

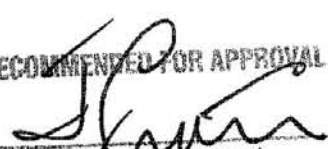


Don J. Elliott, P. Eng.
Director of Engineering Services

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

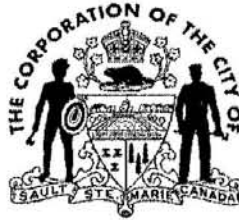
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



5(v)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 09 28

File: B-09-08

Mayor John Rowswell
Members of City Council

Re: Awarding of Tender for Algoma Public Health Facility (APH)

Council will recall that on June 5, 2009 the announcement for the Infrastructure Stimulus Fund awarded \$22 million for this project. At the Council meeting of September 14/09, Council approved the stimulus funding agreement with the Federal & Provincial governments. This new facility is to be built on a portion of the Sault College Campus property that has been transferred to the City of Sault Ste. Marie fronting on Willow Street.

Tenders received for the construction of the new Algoma Public Health facility were opened at a public meeting Thursday, September 9, 2009 in the Thompson Room of the Civic Centre. Present at the opening was Councilor Jamie Caicco as well as City staff and contractor representatives.

A total of four (4) tenders were received. Each tender has been checked as shown on the attached report from EPOH. The low tender of \$18,395,000 (less gst) was received from Bondfield Construction. The attached report from EPOH summarizes the bids received for this contract. The Bondfield bid was \$1,794,000 less than its nearest competitor. The project is the first designed to achieve Gold LEED certification for the City. Designation does not occur until several years later because there are various categories to be assessed that include design, building material selection and operating costs.

In the review of the bid, opportunities were provided in the tender documents to accept inclusion of separate and alternative pricing. EPOH has described items amounting to an additional \$57,000. In addition, it was determined that the mechanical / HVAC sub-trade was not pre-qualified and it was necessary to adjust to the lowest pre-qualified sub-trade as required in the contract documents. Costs associated with these changes increased the bid amount by \$632,000. The new construction cost is \$19,027,000 (less gst). Pre-tender estimate of the project was \$20,000,000 (less gst).

During recent negotiation between APH and Sault College in locating the new building, a pedestrian link feature between the two buildings was suggested. The design of this feature will be incorporated within the contract with Bondfield and its projected costs are estimated at approximately \$700,000. With this added cost we are still below the overall budget estimate.

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Under the provisions of the Infrastructure Stimulus Program, the project will be substantially completed by March 31, 2011. The attached report from EPOH summarizes the bids received for this contract. Still outstanding is the final approval letter regarding the financial loan arrangements between APH and its bank. It is expected that this will be provided on Monday, September 28, 2009.

Recommendation

It is recommended that Council award the contract to Bondfield Construction subject to the final approved confirmation of loan arrangements with APH's bank to finance the project. By-law 2009-168 authorizing execution of the Contract has been placed elsewhere on the Agenda for your consideration.

Respectfully Submitted,

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

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

5(v)

EPOH

September 21, 2009

0539

The Corporation of the City of Sault Ste. Marie
Engineering and Planning Department
99 Foster Drive, Civic Centre - Level V
Sault Ste. Marie, ON P6A 5X6

Attention: Jerry Dolcetti, Commissioner of Engineering and Planning
Jeff Holmes, Chief Financial Officer, Algoma Public Health

Re: Algoma Public Health New Facility Project
Tender Recommendation

Dear Sirs:

Attached please find a copy of the Tender Analysis Form for the above noted project, for your review and consideration. Tender submissions were received by the City Clerk's office at the City of Sault Ste. Marie on the 9th of September 2009. These submissions were opened in a public meeting in the Civic Centre at 2:30 p.m. the same day. Four tenders were received.

As your consultants, we have reviewed all the tender submissions and concluded, of the submissions received, the low bid received from Bondfield Construction Company Limited is complete, and meets the requirements of the tender call. The base tender amount included with their submission is \$18,395,000.00 plus GST.

We are pleased to inform you that this tender falls within the approved project budget. Therefore we recommend that their tender be accepted along with the following adjustments:

A variety of Separate and Alternate prices were requested in the tender documents of which we recommend the following be accepted for inclusion into this Contract.

- | | |
|---------------------|--|
| Separate Price #2 | Supply and Install Sun Shades to the exterior curtainwall of locations as indicated in the drawings.
[detailed description of Separate price included in the specification section 01200] |
| Alternate Price # 6 | Provide alternate clay masonry units to specific locations on the exterior of the building as described in the Specification.
[detailed description of Alternate price included in the specification section 01200] |
| Alternate Price #7 | Provide alternate Porcelain Tile as described in the Specification.
[detailed description of Alternate price included in the specification section 01200] |

Adjustment to the Subtrade List:

According to tender protocol set for this project, it is mandatory for the Mechanical HVAC sub-trade be prequalified. Bondfield and their Prime Mechanical Contractor did not carry a "pre-qualified" HVAC sub trade (as defined in the contract documents and related pre-qualification package). We recommend that the HVAC sub trade be changed to the lowest pre-qualified HVAC subcontractor. This would change the HVAC subtrade to Henderson Metal. As a result, the Tendered amount will be adjusted by an additional amount of \$575,000.00 (plus GST) to offset the differences required for this change. We have checked this price adjustment with our records and find it to be fair and consistent.

FRANCO PASTORE, CAL F. OSWALD, KENNETH OLIVER
ARCHITECTS ENGINEERS INTERIOR DESIGN

726 QUEEN ST. EAST SAULT STE. MARIE, ONTARIO CANADA P6A 2A9 T. 705 949 5291 F. 705 949 5292 INFO@EPOHINC.COM WWW.EPOHINC.COM

5(v)

Re: Algoma Public Health New Facility Project
 Tender Recommendation
 September 21, 2009
 Page 2 of 3

Furthermore, the contractor has requested to change to the Hardware sub trade from, "Northern" to "Architectural Hollow Metal", a local Sault Ste. Marie company. We are satisfied with Bondfield's rationale for requesting this change and do not hesitate to recommend the substitution. This request will not require a change in the Contract Price.

Attached find correspondence from the Bondfield construction related to the two revisions associated with the subtrade list for your references. Such revisions are permitted within the Contract Documents and under article 3.7 of the CCDC #2 2008. We find the remainder of the subtrades listed to be adequate for the project.

We therefore recommend that you award this contract to Bondfield Construction Company Limited as per the following:

Based tender amount submitted by Bondfield Construction:	\$ 18,395,000.00.
Mechanical HVAC Subtrade adjustment, (extra amount of):	575,000.00
Separate Price #2 Add the "Sun Shades", (extra amount of):	15,000.00
Alternate Price #6 Add the Clay Masonry Units, (extra amount of):	20,000.00
Alternate Price #7 Add the Porcelain Tile, (extra amount of):	<u>22,000.00</u>
Total Construction Cost	\$ 19,027,000.00
plus GST (calculated at 5% of total construction cost)	<u>\$ 951,350.00</u>
Total Contract Value	\$ 19,978,350.00

Bondfield Construction has indicated in their tender submission that the project will be complete within 78 weeks from date of tender award and indicated a calendar date of March 31, 2011. Should the contract be approved at the City Council meeting of 28 September 2009, the work of the contract should be complete (Substantially Performed) on or before March 31, 2011.

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

Should you have any questions, comments or require any additional information, please do not hesitate to contact the writer.

Yours truly,

EPCH inc.

Franco Pastore, B.Arch., MOAA, NCARB, AIA

EP/ff

5(v)

Re: Algoma Public Health New Facility Project
Tender Recommendation
September 21, 2009
Page 3 of 3

cc: Jeff Holmes APH
 Dr. Alan Northan APH
 Ralph Robertson City Purchasing

Encl. Tender Analysis Form
 Letter/email] from Bondfield Construction dated Sept. 21, 2009.

Owner's Authorized Representative

The Corporation of the City of Sault Ste. Marie

Signature

Print Name

Date

5(v)



Bondfield
CONSTRUCTION COMPANY LIMITED
www.bondfield.com

September 21, 2009

Fax: (705) 949-5292

EPOH Inc.
726 Queen Street East
Sault Ste. Marie, Ontario
P6A 2A9

Attention: Mr. Kenneth OliverRe: Algoma Public Health, Sault Ste Marie

Dear Mr. Oliver:

We refer to our tender form submitted for the Algoma Public Health, Sault Ste Marie dated September 9, 2009 and the List of Subcontractors named.

1. We are requesting to change the named architectural hardware subcontractor Northern to Hollow Metal Architectural Hardware. Northern was named in error and we had always intended to use Hollow Metal Architectural Hardware, as we carried their price and showed this in the tender breakdown. Also, Hollow Metal Architectural Hardware wrote the schedule and would be much better suited for this work as specified. There will be no extra cost to the Owner associated with this change.
2. To change the named HVAC subcontractor Kenagy Mechanical to Henderson Metal, there will be an increase of \$575,000. + GST to the contract price.

Bondfield Construction agree to indemnify the Algoma Public Health, The Corporation of the City of Sault Ste Marie, and its Consultants, in the event of any claims or recourse brought forward by Northern.

We trust this meets with your approval. If you require any additional information please contact our office.

Sincerely,

BONDFIELD CONSTRUCTION COMPANY LIMITED

for
John Aquino, P. Eng.
Vice-President & General Manager

JA/r

Head Office: 407 Basaltic Road, Concord, Ontario L4K 4W8
T 416.667.8422 F 416.667.8462

Ottawa Office: 106-A Schneider Road, Kanata, Ontario K2K 1Y2
T 613.271.0440 F 613.271.0967

TOTAL P.01

09/21/2009 MON 16:12 [TX/RX NO 7218] 001

TENDER ANALYSIS FORM

EPOH Inc.

	L	M	N	O	S	T	U	V	W	X	Y	AA
Contractor	Separate Price Number 1 Reliable Controls	Separate Price Number 2 Sun Shades	Separate Price Number 3 Planter Boxes	Separate Price Number 4 Patio Benches	Alternate Price Number 1 Cork Flooring	Alternate Price Number 2 Bamboo Flooring	Alternate Price Number 3 BASF / Polarfoam	Alternate Price Number 4 PVC roofing membrane	Alternate Price Number 5 Code Green	Alternate Price Number 6 Clay Masonry Units	Alternate Price Number 7 Porcelain Tile	Remarks
Bondfield Construction Company Limited	(20,000.00)	15,000.00	(48,000.00)	(18,000.00)	(105,000.00)	(28,000.00)	(1,000.00)	(140,000.00)	5,000.00	20,000.00	22,000.00	
Aquicon Construction Co. Ltd.	(30,000.00)	7,200.00	(84,000.00)	(42,000.00)	(78,000.00)	(28,000.00)	0.00	(11,000.00)	N/A	N/A	38,400.00	
Tom Jones Corporation	(51,500.00)	3,400.00	(75,200.00)	(19,180.00)	(176,000.00)	(51,000.00)	N/A	N/A	65,600.00	40,200.00	N/A	
George Stone & Sons Ltd.	via email	via email	via email	via email	(78,000.00)	(93,000.00)	via email	via email	via email	via email	via email	

5/11

Project
Project Number
Tender Close
Supplemental Closing

Algoma Public Health
0539
9th Sept 2009 12:00 pm
9th Sept 2009 2:30 pm

Public
1-7
5% (\$1,000,000.00) Bid Bond or Certified Cheque
100% Performance and 50% Material Labour Payment

Opening Type
Addenda Issued
Bid Bond Requirements
Agreement to Bond Req.

TENDER ANALYSIS FORM

EPOH Inc.

			A	B	C	D	F	G	E	H	I	J	K	
Contractor	Time Received	Addenda	Tender Amount (\$)	GST (\$)	A+B	Total Contract Price (\$)	Completion Time (weeks from award)	Bid Bond (received)	Agree. to Bond (received)	Appendix A Subcontractor List (received)	Appendix B Separate & Alternate Prices (received)	Appendix C Unit Prices (received)	Appendix D Unsolicted Bidder's Alternatives (received)	Remarks
Bondfield Construction Company Limited	11:59	1-7	18,395,000.00	919,750.00	19,314,750.00	78	Yes	Yes	Yes	Yes	Yes	Yes		
Aquicon Construction Co. Ltd.	11:57	1-7	20,189,000.00	1,009,450.00	21,198,450.00	(March 31/11)	Yes	Yes	Yes	Yes	Yes	Yes		
Tom Jones Corporation	11:59	1-7	20,670,000.00	1,033,500.00	21,703,500.00	(not filled in)	Yes	Yes	Yes	Yes	Yes	Yes		
George Stone & Sons Ltd.	11:58	1-7	21,550,000.00	1,077,500.00	22,627,500.00	75	Yes	Yes	Yes	Yes	Yes	Yes		

5(w)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No.: P.4.5.368

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2009 09 28

RE: NEW ALGOMA PUBLIC HEALTH BUILDING ON WILLOW
AVENUE – AGREEMENTS INVOLVING THE CITY,
ALGOMA PUBLIC HEALTH AND SAULT COLLEGE OF
APPLIED ARTS AND TECHNOLOGY

PURPOSE

The purpose of this report is to bring Council's attention and seek Council approval on three agreements involving the City and either Algoma Public Health or Sault College.

BACKGROUND

At the September 14th Council meeting City Council had a report from me recommending approval of By-law 2009-154. This by-law authorized an agreement between the City and the Minister of Energy and Infrastructure for funding for two projects, one of which was the new Algoma Public Health building. Flowing from that funding, agreements are required to give effect to the project.

Basically the project is going to be built on property that the City is going to acquire from Sault College. The City will eventually enter into a lease for the building with Algoma Public Health. As part of the arrangement for the construction the City and Algoma Public Health will enter into a project agreement whereby the APH will provide its services to the City in connection with the design, development and construction of the building.

COMMENT

The agreements are as follows:

Agreement of Purchase and Sale

This agreement is an agreement between the City and Sault College. It provides for the transfer of the property necessary for APH 's new facility. It will be a 70,000 square foot office building. The area in question is located on the Willow Avenue side of the College. The agreement of purchase and sale contains the standard clauses regarding closing date, documents to be delivered on closing and any representations from the vendor. This agreement is attached by By-law 2009-161.

Office Lease

The City will be the owner of the property but will then enter into a lease with APH. The initial term of the lease is proposed to be ten years. The tenant is responsible for any taxes that are assessed. Also, the tenant is responsible for payment of any utility charges. The tenant must have insurance on the premises. This agreement is attached to by-law 2009-162.

Project Agreement

This agreement is attached to By-law 2009-163. It provides for the City assigning the construction project over to APH. APH will be responsible for the design, development and construction of the building. In this agreement APH agrees to abide by the terms of the contribution agreement in terms of reporting. The City is allowed to audit the accounts of APH (clause 4.8). Under clause 6.1 the funding flows through the City in that APH will make a funding request to the City. It will be reviewed by the City and if appropriate the amount will be advanced to APH which in turn will pay the contractor.

The City will not be out of pocket any money in that bridge financing has been arranged through a financial institution to provide money between advances to the City under the contribution agreement.

Shared Facilities Agreement

The City is not a party to this agreement but it is an agreement that will be entered into between APH and Sault College. As a name the agreement suggests, this agreement provides for the College and APH sharing facilities in the new building such as the video conferencing rooms without costs. Both

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- 3 -

those parties will share the cost of utilities. Also the agreement calls upon the parties to enhance the integration of APH's programs and services with the College's education programs.

RECOMMENDATION

By-laws 2009-161, 2009-162 and 2009-163 are recommended for Council's approval.

Yours truly,



Lorie A. Bottos
City Solicitor
LAB:amp

/staff/CouncilReports/2009-P.4.5.368/amp



RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(x)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

Parcel No. 8 – 2005 Tax Sale

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Nuala Kenny
Assistant City Solicitor

DATE: 2009 09 28

SUBJECT: **PROPOSED SALE OF 254-258 QUEEN ST. E.
TO JAMES R. MCAULEY, IN TRUST**

1. **PURPOSE**

The purpose of this report is to seek Council's approval to sell 254-258 Queen Street East to James R. McAuley, in trust.

2. **BACKGROUND**

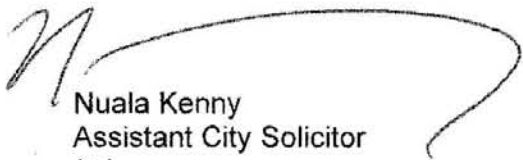
As Council is aware, the City has tried twice in the past to sell this property in tax sales. These attempts were unsuccessful and accordingly Regent Property Management was retained to advertise and show the property to perspective purchasers. Three bids were received in the amounts of \$55,000.00, \$10,000.00 and \$2,050.00.

3. **RECOMMENDATION**

It is recommended that the property be vested in the City's name pursuant to the Municipal Act and sold to James R. McAuley, in trust for the offered price of \$55,000.00. An appropriate by-law appears elsewhere on your agenda and is recommended for your approval.

Respectfully submitted,

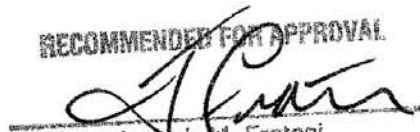
Recommended for approval,


Nuala Kenny
Assistant City Solicitor
/sd


L. A. Bottos
City Solicitor

c.c. Peter Liepa
City Tax Collector

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

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

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



5(y)
**LEGAL
DEPARTMENT**

File No.: R.1.2.3.

REPORT TO: Mayor John Rowsell
and Members of Council

REPORT FROM: Nuala Kenny
Assistant City Solicitor

DATE: 2009 09 28

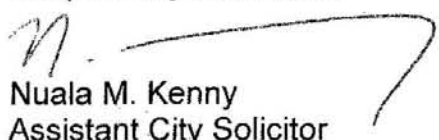
RE: **CARBON MONOXIDE BY-LAW**

At its open Council meeting on May 11, 2009 City Council passed By-law 2009-82. This by-law requires owners of dwelling units which contain fuel burning appliances (as defined in the by-law) or attached garages to install and maintain carbon monoxide alarms. It also requires owners of multi unit residential structures to install and maintain carbon monoxide alarms on any floor on which a fuel burning appliance is located. The intent of the by-law was to mirror the requirements concerning carbon monoxide detectors as set out in the Ontario Building Code Act. However requiring carbon monoxide detectors in every dwelling unit found on the same floor as a fuel burning appliance exceeds the requirements of the Ontario Building Code Act. Properly the by-law should require carbon monoxide detectors only in those residential units that are adjacent to service rooms containing carbon monoxide detectors in multi residential buildings. This small change will meet the intention of the by-law and be consistent with the terms of the Ontario Building Code Act.

Accordingly elsewhere on your agenda tonight you will find By-law 2009-167 which amends Section 2(ii) of By-law 2009-82.

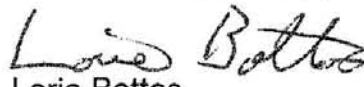
This by-law is recommended for your approval.

Respectfully submitted,


Nuala M. Kenny
Assistant City Solicitor
NMK/on

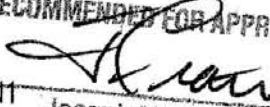
/staff/CouncilReports/2009-R.1.2.3.carbonmonoxide/on

Recommended for approval,


Lorie Bottos
City Solicitor

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

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer



2009 09 28

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowsell
and Members of City Council

SUBJECT:

Downtown Development Initiative
Municipal Tax Increment Rebate Program

On July 9, 2007, City Council approved a three-year Municipal Tax Increment Rebate (MTIR) for 719 Bay Street. The MTIR program is one of several private sector assistance programs that are part of the City's over-all Downtown Development Initiative. The development at 719 Bay Street meets the overall goals and objectives of the City's downtown revitalization strategy by creating new residential development within the downtown area.

The purpose of the MTIR program is to provide property owners and developers with an incremental rebate for up to five years (the amount and duration determined by City Council) to the increase in the municipal portion of the property tax that is a result of new development.

Waterfront Developments (Sault) Limited (c/o Regent Property Management) is the developer of the 24 unit condominium building that is currently being constructed at 719 Bay Street. The estimated value of the project is approximately \$4.3 million. The total increase in municipal property taxes from this project is estimated to be between \$80,000 and \$90,000 annually.

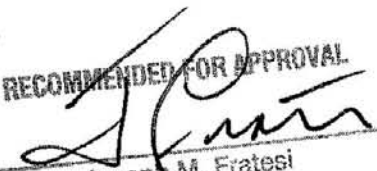
City Council approved a three-year municipal property tax increment rebate of 75% for 2008, 50% for 2009 and 25% for 2010 (see attached report). Given that the start of the project was delayed, the applicant has requested that the rebate be applied for the years 2010, 2011, 2012.

5(z)

Planning Director's Recommendation

That City Council authorize a three-year municipal property tax rebate for 719 Bay Street, for the years 2010, 2011, and 2012, with the annual rebate totaling 75%, 50% and 25% respectively.

SDT/pms

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



CITY COUNCIL RESOLUTION

5(z)

Date: July 9, 2007



Agenda Item

MOVED BY
SECONDED BY

Councillor
Councillor

J. Caicco
O. Grandinetti

Resolved that the report of the Planning Division dated 2007 07 09 concerning Downtown Development Initiative Update (2) be accepted and the recommendation that Council authorize a three-year municipal property tax increment rebate resulting from the increased assessment at both 719 Bay Street and 60 Church Street and that this rebate be for 70 percent of the tax increase in 2008, 50 percent in 2009, and 25 percent in 2010 be approved.

pecuniary interest - Councillor L. Tridico - family owns property in downtown area

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

SIGNATURE

- | | | |
|---|--|--|
| ☒ C.A.O. | ☐ Comm. Community Services | ☐ Mayor |
| ☒ City Solicitor | ☐ Comm. P.W. & Transportation | ☐ Dir. Libraries |
| ☒ Comm. Finance/Treasurer | ☐ City Clerk | ☐ E.D.C. |
| ☒ Comm. Eng. & Planning | ☐ Fire Chief | ☐ Cons. Authority |
| ☐ Comm. Human Resources | ☐ Police Chief | ☒ Planning |

5(z)



2007 07 09

REPORT OF THE DOWNTOWN DEVELOPMENT

EVALUATION COMMITTEE

TO:

Mayor John Rowsell
and Members of City Council

SUBJECT:

Downtown Development Initiative Update (2)

On April 16th 2007 City Council approved a Downtown Community Improvement Plan to provide financial incentives and programs to promote new investment in the downtown area. This Community Improvement Plan will be in effect for three years.

One of the programs intended to encourage major new development in the downtown is the municipal property tax increment rebate program. This program allows City Council to rebate up to 100 percent of the increase in the municipal portion of the property taxes resulting from new development for up to five years.

It should be noted that a municipal property tax increment rebate is only one of many considerations that play a part in determining whether or not a project will proceed. Other considerations include market conditions, land value, carrying costs, construction costs, interest rates and other investment opportunities.

The City has received two applications for assistance under this program. The applications have been reviewed by an Evaluation Committee comprised of the following persons:

- Bill Freiburger, Commissioner of Finance and Treasurer
- Don McConnell, City Planning Director
- Peter Liepa, City Tax Collector
- Steve Turco, Planner
- Udo Rauk, Chief Administrative Officer, Downtown Association

Both applications are for the construction of new residential apartments in the downtown. A strong residential community is considered to be the most important component in creating a healthy and vibrant downtown neighbourhood. Residents living downtown create a continuous market for the shops and services in the area and provide a 24-hour presence that reduces vandalism and increases public safety.

No new residential development has occurred in the downtown area in more than 10 years. The most recent project was the 29 unit condominium building at 711 Bay Street that was constructed in 1995. The two applications that are now before City Council are described separately below.

Waterfront Developments (Sault) Limited -- 719 Bay Street

When the 29 unit building was constructed at 711 Bay Street, it was intended to be the first part of a two phase project. However market conditions have prohibited the developer from considering proceeding until this year. The proposed building has been reduced from nine stories to six stories and the number of units reduced from 29 to 24. A copy of the proposed site plan and building elevations are attached along with a letter from the developer.

The estimated value of this project is \$4.3 million with construction to start this summer and be completed next spring. The total increase in municipal property taxes is estimated to be between \$80,000 and \$90,000 annually. This project meets the overall goals and objectives of the City's Downtown Development Initiative by creating new residential development within the downtown area.

The Evaluation Committee is recommending that a municipal property tax increment rebate be approved on the same basis as the recently announced general reassessment regulations for residential property classes.

In summary, all properties will now be reassessed every four years. The Assessment Act creates a phase in period for property tax increases resulting from a general reassessment of existing residential buildings. The property tax increase for these buildings will be reduced by 75 percent in the first year, 50 percent in the second year and 25 percent in the third year. The full amount of the property tax increase resulting from general reassessment will be in effect for the fourth year.

The Evaluation Committee is recommending that this approach also be applied to new residential development in the downtown area. For the proposed building at 719 Bay Street this would result in the developer and subsequent condominium owners paying 50 percent of the total property taxes resulting

from the increased assessment over a three-year period. In addition to the \$4,919 in municipal property taxes currently paid for this property; taxes will increase by more than \$20,000 in 2008, \$40,000 in 2009, \$60,000 in 2010 and \$80,000 in 2011 should this project proceed as recommended.

Student Housing And Recruitment Project (SHARP) -- 60 Church Street

This project is for the construction of an 18 unit apartment complex designed to accommodate medical students and interns in a living and learning environment. The project involves extensive renovations to the northerly portion of the original Ministry of Natural Resources hanger at 60 Church Street. A copy of the proposed floor plans and building elevations are attached along with a letter from the developer.

The estimated value of this project is \$2.1 million with construction to start this summer and be completed by year-end. This project meets the overall goals and objectives of the City's Downtown Development Initiative by creating new residential development.

The Evaluation Committee is recommending the same approach be used to provide a municipal property tax increment rebate for this property. However despite the extensive building renovations and increase in property value, there may be no or very little increase in municipal property taxes. As a result of the proposed change in use, this property will be reclassified from commercial to residential with a lower mill rate. As the rebate is a reflection of the increase in municipal taxes, the actual rebate paid to the owner is expected to be minimal.

Summary

New investment in the downtown area is critical to maintaining not only the health and vitality of the area but also the existing property tax base. Without new investment, it is likely that property values and the municipal assessment base will decline resulting in less tax revenue for the municipality. Conversely, new investment maintains and may increase property values thereby stabilizing overall municipal revenues from the downtown.

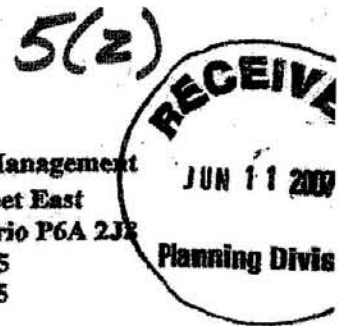
A letter of support from the Downtown Association for both projects has been received and is attached.

Evaluation Committee Recommendation -- That City Council authorize a three-year municipal property tax increment rebate resulting from the increased assessment at both 719 Bay Street and 60 Church Street. This rebate will be for 75 percent of the tax increase in 2008, 50 percent in 2009 and 25 percent in 2010.

Silver Homes Limited

June 7, 2007

c/o Regent Property Management
452 Albert Street East
Sault Ste Marie, Ontario P6A 2J8
Tel: 949-4085
Fax: 949-4525



Mr. Bill Freiburger
Commissioner of Finance and Treasurer
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Dear Mr. Freiburger:

RE: Proposed 24 Unit Condominium - 715 Bay Street

In 1995, Waterfront Developments (Sault) Limited constructed a 29 unit condominium at 711 Bay Street. At the time, City Council approved construction of a second building; however, market conditions have not allowed us to consider construction until recently.

We are currently considering proceeding with the second building which will be reduced to a 24 unit six-story structure. This project will create a premium living environment for the residents and further develop the city's waterfront to the quality that the community expects.

I understand that City Council recently approved a Community Improvement Plan to encourage redevelopment and create housing in the downtown area. Part of this plan allows for a reduction in the municipal portion of the tax increase resulting from new construction.

I am writing to request City Council's approval for a rebate in the increase of the municipal portion of the property taxes resulting from this project. This will increase of the viability and the marketability of the project allowing us to proceed.

We have a long and successful history of building quality developments in Sault Ste. Marie and hope that City Council will assist us with this project. Please contact me should you require further information.

Yours truly,

Sam Pringle
Silver Homes Limited

cc: Mayor John Rowsell
Don McConnell, City Planning Director
Udo Rauk, Downtown Association



ST MARY'S RIVER

PART 18

101.768m N 25° 18' 00" E

PART 17

41.174m N 59° 07' 15" W

SITE PLAN -

SCALE: 1:500

PRELIMINARY CONCEPT

DRIVEWAY (TO BAY STREET)

EXISTING 750mm of 450mm PVC 1

EXISTING 1.0m of 250mm PVC @ 0.30%

EXISTING 10 STOREY
CONDOMINIUM
CIVIC 711A BAY

EXISTING PARKING GARAGE
FOR CIVIC 711A BAY

EXISTING PARKING AREA

RELOCATED FIRE HYDRANT

landscaped area

landscaped area

landscaped area

PART 8

EXISTING JUNCTION BOX

PROPOSED NEW TRANSFORMER

EXISTING EASEMENT

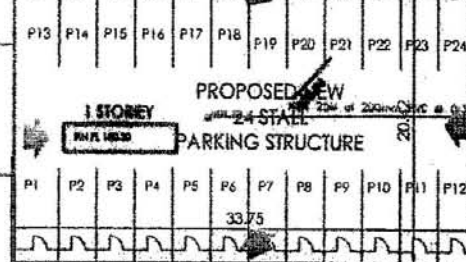
105.77m N 25° 18' 00" E
EXISTING ELECTRICAL TO REMAIN

NEW DRIVEWAY
61.22

PROPOSED NEW PARKING AREA

2.74

PROPOSED NEW 2-4 STALL PARKING STRUCTURE



PROPOSED NEW 2-4 STALL PARKING STRUCTURE

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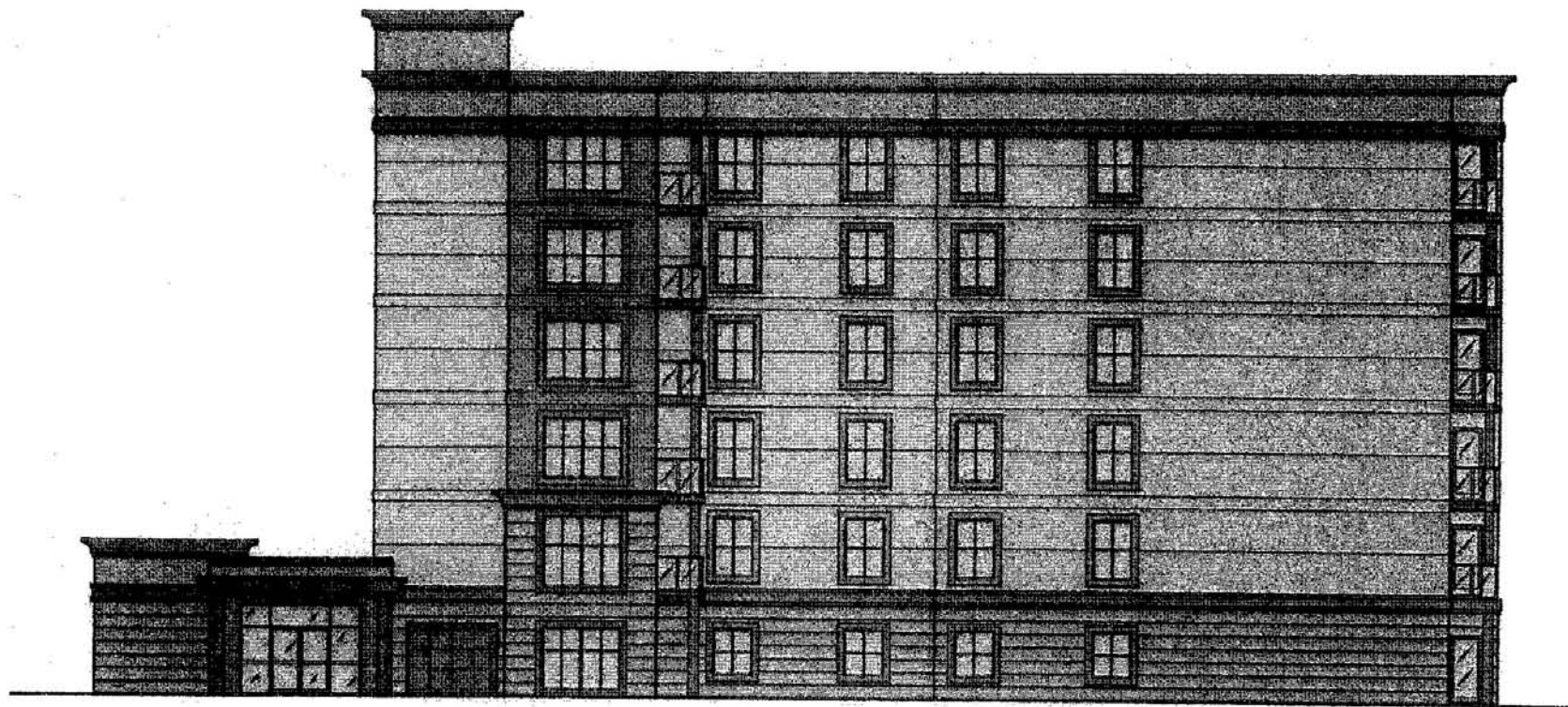
PROPOSED NEW 2-4 STALL PARKING STRUCTURE

PROPOSED NEW 2-4 STALL PARKING STRUCTURE

LOT AREA 454.82 M²
BUILDING FOOT PRINT 788.82 M²
PARKING GARAGE FOOT PRINT 454.82 M²
BUILDING GROUND AREA 3713.82 M²
BUILDING HEIGHT 17.27 M
PARKING LOT 1802.82 M²
LANDSCAPE AREA 308.82 M²
PARKING
NOT REQUIRED 30
NOT PROPOSED 42

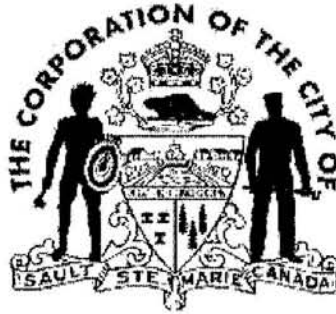
EXISTING GRADE
PROPOSED GRADE

5/2



west elevation

Mr. Don Scott
Transit Manager



Public Works and Transportation
Department
Transit Division

2009 09 21

Mayor John Rowswell &
Members of City Council
Civic Centre

RE: FEDERAL GAS TAX FOR TRANSIT

During the recent 2009 budget deliberations, Council approved the allocation of \$220,000 in federal gas tax funding for roof repairs to the Transit vehicle storage building at 111 Huron St. In June, Transit staff secured MR Wright and Associates Co. Ltd. to complete preliminary engineering to determine repair scope for the roof and then let the tender for said work.

The tender for the roof work closed on September 18th, and the submitted bids of \$492,000 and \$511,000 are well beyond the limits of our budget. Greg Saunders of MR Wright has indicated in his report that the engineering estimate to complete the scope of work was \$175,000, substantially below received tenders. Mr. Saunders also states that repair to the roof is not critical at this time and can be delayed for one to two years.

At this time, staff is seeking Council's approval to redirect the \$211,000 originally slated for the roof repairs to be allocated towards badly needed capital upgrades that will extend the operational life for five of our buses and also repair three bus hoists in our mechanical repair area.

The Association of Ontario Municipalities (AMO) is acting as the administrators for the federal gas tax funding and they have approved our proposed use for the funding.

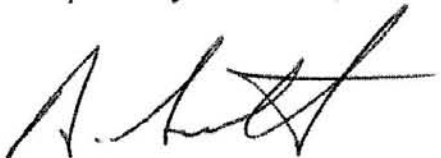
The proposed expenditures are:

Five (5) new engines	\$100,000.
One (1) new transmission	\$ 8,000.
One (1) new set of struts	\$ 13,000.
534 bus seats	\$ 40,000.
Repair three (3) bus hoists	\$ 50,000.

RECOMMENDATION

It is recommended that Council approve the allocation of \$211,000 in federal gas tax funding to extend the operating life for five buses and repair three bus hoists at 111 Huron St.

Respectfully submitted,

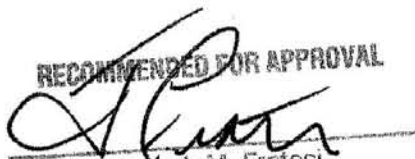


Don Scott
Transit Manager
Public Works and Transportation

Recommended for approval,



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



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(b6)

Mike Blanchard
Manager of
Buildings & Equipment



Public Works &
Transportation department

2009 09 28

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

Re: Tender for One (1) Sewer Maintenance Easement Machine c/w Trailer

For your information and consideration is a request to go to tender for the supply of One (1) Sewer Maintenance Easement Machine. A Sewer Maintenance Easement Machine is a self-propelled, all terrain type, hose reel mounted assembly to be used in conjunction with Public Work's High Pressure Hydraulic Sewer Cleaner. The expressed purpose of this unit is to extend the capabilities of Public Work's High Pressure Hydraulic Sewer Cleaner into normally inaccessible areas such as: easements, hillsides, ravines, creek beds, wooded areas, and behind homes and buildings. This is required by the Public Works & Transportation Department to perform scheduled and emergency sewer maintenance.

The tender shall be publicly advertised and tender documents shall be forwarded to all firms on our bidders list. Estimated Budget Figure for this unit is **\$70,000**.

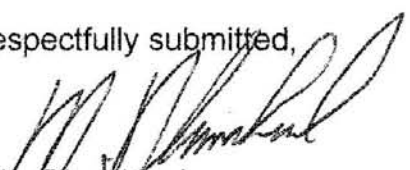
Funding for this Machine shall come from the approved **\$1.3 million** 2009 Public Works New Equipment Reserve Fund, as well as Engineering's budgeted **\$35,000.00** from the 2009 Sewer Surcharge Account for this purchase.

RECOMMENDATION

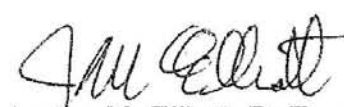
It is therefore my recommendation that Council approve this request to go to tender for the supply of One (1) Sewer Maintenance Easement Machine c/w Trailer as required.

This report is submitted for Council's approval.

Respectfully submitted,


Mike Blanchard
Manager of Equipment and
Building Maintenance

Recommended for approval,


James M. Elliott P. Eng.
Commissioner of Public Works
and Transportation

\\Citydata\pwt\DeptShare\Council 2009\tender sewer maintenance easement mach.doc

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer



2009 09 28

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowsell
and Members of City Council

SUBJECT:

Application No. A-22-09-OP – filed by the City
of Sault Ste. Marie

SUBJECT PROPERTY:

Location – Various properties designated “RA”
(Rural Area), but not including properties
zoned “REX” (Rural Aggregate Extraction) &
“RP” (Rural Precambrian Uplands)

REQUEST:

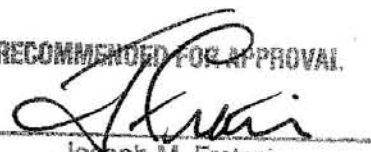
The applicant, the City of Sault Ste. Marie, is
requesting an amendment to the Rural Area
Policies of the Official Plan to permit the
creation of not more than one (1) severance
per lot, starting on the day of the passing of the
amendment.

Comments

On September 21st, Planning Division received the attached comments from the
Ministry of Municipal Affairs and Housing (MMAH). Planning staff are requesting
a 4 week deferral in order to further review these comments with the Ministry.

Planning Director's Recommendation: That Council defer the application to
October 26th, to grant staff enough time to address the comments outlined in the
MMAH correspondence attached.

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

6(6)(a)

**Ministry of
Municipal Affairs
and Housing****Municipal Services Office
Northeastern**

159 Cedar Street, Suite 401

Sudbury ON P3E 6A5

Telephone: 705-564-0120

Toll Free: 1-800-461-1193

Fax: 705-564-6863

Web : www.mah.gov.on.ca/onramp-ne**Ministère des
Affaires municipales
et du Logement****Bureau des services aux municipalités**

Région du Nord-est

159 rue Cedar, Local 401

Sudbury ON P3E 6A5

Téléphone: 705-564-0120

Sans frais: 1-800-461-1193

Télécopieur: 705-564-6863

Site Web: www.mah.gov.on.ca/onramp-ne**Ontario****FAX COVER PAGE****Date: September 21, 2009****No. of Pages 5**

Fax To:	Mr. Donald B. McConnell Planning Director
Fax No.:	(705) 759-2310
From:	Heather Robertson Manager, Community Planning and Development
Subject:	Proposed Amendments No. 167 to the City of Sault Ste. Marie Official Plan Rural Area Policies and Schedule "C" Urban Settlement Area and Potential Urban Expansion Area - MMAH File.: 57-OP-0024-167

Original to follow by mail.

6(b)(a)

**Ministry of
Municipal Affairs
and Housing**

Municipal Services Office
Northeastern
159 Cedar Street, Suite 401
Sudbury ON P3E 6A5
Telephone: 705-564-0120
Toll Free: 1-800-461-1193
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Site Web: www.mah.gov.on.ca/onramp-ne



September 21, 2009

By Mail and Facsimile

Mr. Donald B. McConnell, MCIP, RPP
Planning Director
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

RE: **Proposed Amendment No. 167 to the City of Sault Ste. Marie Official Plan**
Rural Area Policies and Schedule "C" Urban Settlement Area and Potential Urban Expansion
Area - **MMAH File: 57-OP-0024-167**

Dear Mr. McConnell:

Thank you for providing the Ministry of Municipal Affairs and Housing (MAH) with an opportunity to comment on the above-noted proposed Official Plan Amendment 167 (proposed OPA), received on August 28, 2009.

It is understood that this OPA, to be considered at a public meeting on September 28, 2009, reflects the outcome of the planning department's Official Plan Review Part 2, as noted in the Planning Division Report (Planning Report) dated September 28, 2009 included in the August 28th materials received by this office. MAH understands that Official Plan Review Part 1 was comprised of population and household projections presented to Council on 22 September 2008 and referenced in the Planning Report.

The Official Plan for the City of Sault Ste. Marie (the City) was approved by MAH in 1996. The Rural Area policies of the Official Plan do not currently permit severances in the Rural Area and this has led to an average of 10 Official Plan Amendments per year as noted in the Planning Report.

We understand that the proposed OPA would amend the Rural Area policies of the Official Plan to permit the creation of a single new lot for residential purposes from a parcel as of the date of adoption of OPA 167. The proposed OPA would also amend Schedule "C" to define the Urban Settlement Area (USA) and future Potential Urban Expansion Areas.

MAH has provincial interests in the proposed OPA and wishes to make these interests known to you and brought forward to the attention of Council at the September 28, 2009 public meeting. We would also be pleased to work with you or your staff prior to the meeting or anytime afterwards with respect to these comments.

FILE COPY

6(6)(a)

The provincial comments, herein, are based on a review and analysis of the Planning Report, the proposed OPA 167 and attached Draft Schedule "C", in the context of Section 2 and 3 of the Planning Act and the Provincial Policy Statement (PPS 2005).

The Amendment

General Comments:

Section 1.1.1 a) of the PPS indicates that healthy, liveable and safe communities are sustained by promoting efficient development and land use patterns which maintain the financial well-being of the province and municipalities over the long term.

Policy 1.1.2 of the PPS 2005 requires that sufficient land be made available firstly, through intensification and redevelopment, and if necessary (underlining added for emphasis), designated growth areas, to accommodate an appropriate range and mix of employment opportunities, housing and other land uses to meet a municipality's projected needs for up to 20 years. Section 1.1.3 of the PPS goes on to indicate that settlement areas shall be the focus of growth and sets out requirements related to intensification and redevelopment, and for phasing policies related to designated growth areas. There are similar and more specific policy requirements related to housing in section 1.4 of the PPS 2005. We are assuming that this aforementioned additional OP Review work and its integration with infrastructure and public service facilities planning will be brought forward in the city's Official Plan Review Part 3.

The accompanying Planning Report outlines projected land needs based on population and housing projections for the planning period; confirms that the amount of land, currently designated and available, exceeds the projected residential lands needs; and therefore, concludes that the Urban Settlement Area expansion is not warranted at this time.

MAH agrees that there is currently no justification to support an expansion of the Urban Settlement Area (USA). It would be, therefore, premature to identify lands for Potential Urban Expansion Areas outside of the USA when there is already in excess of sufficient land designated in the OP and available within the USA to meet the City's projected needs as set out in the Planning Report on OPA 167.

The Introduction to the new section 2.3.6 Rural Area policies states that "the Rural Area is all of the area of the municipality outside of the Urban Settlement Area" and noting that the boundary is identified on Schedule C. However, MAH's coloured copy of the Draft Schedule C to OPA 167 includes several "Rural Area" designations within the Urban Settlement Area boundary. Unless there are separate Rural Area policies applicable to lands within the USA, and based on the information submitted to MAH for review, there appears to be a large area of "undesignated" land in the USA that may inadvertently be in a policy void.

Specific Comments by OPA Policy Section:

RA. 4 - The proposed policy changes would permit 'higher density residential uses' as 'accessory' to a 'tourism related use'. The PPS 2005 outlines that in rural areas within a municipality, limited residential development and resource based recreational activities are permitted uses. A golf course, for example, would not be considered a resource-based recreational activity. It would be of assistance if the Planning Report, along with further policy revisions, could clarify what is to be considered a 'higher density residential use' or a 'tourism related use' for the Rural Area. For example, higher density residential uses are more typically directed to settlement areas of municipalities where this type of development can be better accommodated and integrated in the built-up area where full municipal services are available.

Once these terms are more clearly understood and defined it may be more appropriate to require proposals for any "tourism related use" to be considered by a site specific OPA at such time when a development proposal comes forward.

RA 5 - This section states that "The area north of the Shield Line, as shown on Land Use Schedule C", however MAH's coloured copy of Draft Schedule C does not depict the Shield Line. Schedule C should

6(b)(a)

be updated to include this referenced feature. Additionally, we recommend keeping the original policy language which identifies that "Areas having unsuitable soils, shallow soils" remain within this policy as other Rural Area properties located south of the Shield Line may have these soil types. Maintaining the policy language of the in effect Official Plan, in addition to the reference to the Shield Line, would be consistent with PPS 2005 policies 3.1.1 and 3.1.2.

RA 7 and RA 8 - The Planning Report does not provide justification for the removal of policies RA.7 and RA.8, which relate to extractive uses in the Rural Area. The PPS 2005 requires that mineral aggregate resources shall be protected for the long term and specifically outlines that extraction shall be undertaken in a manner that minimizes social and environmental impacts. Should the City wish to alter these two policies, they could be strengthened by using language from the PPS 2005 or referencing provincial guidelines related to extractive uses, otherwise the policies should remain as written in the Official Plan.

It is noted that in other policy sections of the in effect Official Plan, where an Environmental Impact Study (EIS) is required, the requirements of the study are located within the policy. It is recommended that RA.6 be strengthened to also outline the EIS requirements for proposed industrial uses related to aggregate extraction in the Rural Area.

We also recommend that policy RA.7 be further amended to include wayside pit and wayside quarry policies that are more in keeping with PPS 2005 policy 2.5.5.1 especially in relation to the treatment of the referenced adjacent lands.

RA.9 - This section as currently written may precipitate a demand for the extension of existing municipal services beyond the Urban Settlement Area and into the Rural area to service estate residential plans of subdivision.

MAH also understands that there are some parts of the Rural Area with existing development on partial services. The Rural Area policies of 2.3.6 should be strengthened to be consistent with the policy direction for partial services in PPS 2005 policy section 1.6.4.5. For example, infilling and rounding out of existing development on partial services is only to be permitted within settlement areas.

Section 1.6.4.1 e) of the PPS indicates that lot creation will only take place if there is confirmation of sufficient reserve sewage system capacity within municipal sewage systems, and that this determination shall include treatment capacity for hauled sewage from private communal sewage services and individual on-site sewage services. From discussions with city planning staff, MAH understands that the city may be examining municipal servicing capacity (sewer, water, solid waste etc.) in a more comprehensive manner in Official Plan Review Part 3. However, at this time there would appear to be a need to accordingly revise the policies for the Rural Area to be consistent with the PPS 2005 planning requirements related to sewer and water servicing.

In addition to the previous comments on partial servicing, it is assumed that sub-requirement g) would apply only to the Rural Areas within the Urban Settlement Area. This section should also include a requirement for confirmation of municipal servicing capacity (sewage and water systems) prior to new lot creation in these areas.

Schedule C

The Schedule should be updated to show the Shield Line as previously noted.

As outlined above, the areas identified on the Schedule as areas for Potential Urban Expansion should be removed as it is premature at this time.

As noted previously, clarification is needed in order to understand the "Rural Area" designations that are inside the Urban Settlement Area on Schedule C, for which there appears to be no corresponding Rural Area policies.

6(6)(a)

In conclusion, prior to Council consideration for adoption, we respectfully request that OPA 167 be further revised to address the aforementioned provincial interests and concerns, in order that the OPA may be brought into consistency with the Provincial Policy Statement 2005 and to have regard to section 2 of the Planning Act, subsections c), e), f), h), j), k), l), o) and p) in particular.

Should Council adopt proposed Official Plan Amendment 167 MAH requests Notice of Adoption as outlined in Ontario Regulation 543/06 subsection 5 and a copy of the adopted Official Plan Amendment.

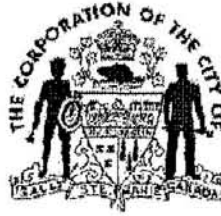
Thank you again for the opportunity to comment on the proposed Official Plan Amendment. We are available to discuss any aspects of these comments with you or your staff by contacting Charley White, Planner at (705) 564-6855 or charley.white@ontario.ca or the undersigned at (705) 564-6870.

Sincerely,



Heather Robertson, MCIP, RPP
Manager, Community Planning and Development
Northeastern Municipal Service Office

J. M. Elliott P. Eng
Commissioner



6(7)(a)
Public Works &
Transportation department

September 28, 2009

Mayor John Rowswell
And Members of Council
Civic Centre

Subject: Residential Refuse Collection Contract

At September 14th Council Meeting an updated report was presented to Council on the residential refuse collection contract. At that meeting Council tabled the report and requested information with regard to WSIB /job injury costs related to the City's refuse collection.

A review of previous information indicated that during 2007, the refuse collection employees for the City's operation had 10 occurrences where there was lost time. These occurrences cost the City approximately \$40,000 and were generated from six employees that work in this area. These injuries tended to be strains/sprains or what is considered muscular-skeletal disorders. In 2008 this cost was reduced and has been estimated to be approximately \$1000.00. To date in 2009 this cost is also around the \$1000.00 figure. It is felt that these injuries are related to many factors such as weather conditions, age of work force etc. and will fluctuate from year to year. We expect that these costs will not exceed the \$40,000-\$50,000 range.

With regard to the Request for Proposals submitted by the three contractors, it is assumed that the contractor's job injury costs for a manual collection system would be in the same order of magnitude as the City's.

It is understood by staff that it is Council's decision to set the direction of the City with respect to refuse collection. Staff is also aware of the merits with the automated collection system in that it can eliminate some of workplace injuries in the area of refuse collection. Staff's concern is with the size of the premium that is being paid in order to implement an automated collection system. For an automated system, the City would have to pay an additional \$225,000 per year or \$1.8 million over the life of the eight-year contract. Staff is of the opinion that this is a significant amount of money and therefore we have recommended that the lower cost manual collection option be the selected method of collection. Following the completion of this contract, automated collection will again be considered as a method of collecting residential refuse.

Respectfully submitted

Handwritten signature of J. M. Elliott P. Eng.

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

\\Citydata\pwt\DeptShare\Council 2009\residential refuse 2 sept 28 09.doc

RECOMMENDED FOR APPROVAL

Handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi
Chief Administrative Officer

6(7)(a)

J. M. Elliott P. Eng
Commissioner



Public Works &
Transportation department

Sept 14, 2009

Mayor John Rowsell
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.

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

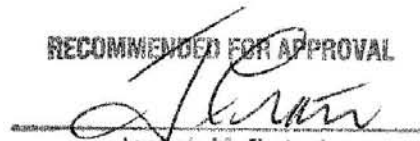

Joseph M. Fratesi
Chief Administrative Officer

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)

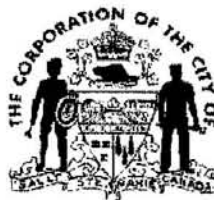
<u>Automated Collection</u>			
City Purchases Carts	\$547,954	\$507,113	\$677,285
Contractor Purchases Carts	\$650,057	\$685,793	\$929,139
	(substandard cart sizes)		

(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)

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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.

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:\pwr\DeptShare\Council 2008\Contracting Out Refuse Collection #2

To: **Members of City Council**

From: **Jeff Holmes, Chair; and Ken Coulter, Executive Director,
Community Quality Improvement**

Date: **September 17, 2009**

Re: **Request for increase in funding**

In the past three years, CQI has grown in both its activities and active community participation, and has developed a reputation across the Province as a leader in civic indicators initiatives.

With this growth comes increased pressure on our financial resources. I believe our members have shown outstanding support for our efforts to monitor and improve quality of life in our community. Between City Council and our private members, we receive approximately \$70,000 per year. In past, this was satisfactory, as operating costs were lower, and these revenues were augmented by FedNor funding. As we are all aware, FedNor has changed direction in terms of funding criteria, and the work of CQI no longer qualifies under their mandate. Further, staffing and administrative costs have increased substantially over the past three years.

CQI has, in past, been able to cover this funding "gap" by drawing on reserves held in trust by the Economic Development Corporation. This reserve, however, has now been depleted. Other project-based funding has been received for specific deliverables such as data collection and printing of the Community Performance Report, but these funding sources cannot be relied upon to cover ongoing operational expenses.

CQI continues to source project funding, with a number of potential projects awaiting approval. Unfortunately, responses on these initiatives have been delayed, resulting in a depletion of CQI's cash. If funding is not received immediately, the organization will lay off staff.

Since its inception, CQI has not increased membership fees, nor has it requested an increase from City Council. This, despite ever increasing operating expenses and requests from others to support a host of valuable initiatives in our community.

CQI is more important now than it ever has been. Cities across the country are developing civic indicators to chart their course and sell their community to professionals and businesses. If Sault Ste. Marie wants to compete for – and keep - the best and brightest, we need to ensure we have a system of continuous measuring and improving in place. To further clarify this point, I have attached a document titled "The Value of Quality Improvement to a Community" which I believe drives this issue home.

To this end, CQI is requesting City Council approve an increase in funding of \$40,000 annually, for a total of \$80,000. This increase will cover the difference between what is currently received from membership and the City, and the current annual administrative costs of operating the organization.

In return, the City will be assured of the annual production of the Community Performance Report, highlighting the strengths and challenges related to our quality of life. This report, and the resultant actions to improve our quality of life, will be integral to the City's efforts to attract newcomers and keep our existing citizens here in our community. The City has confirmed that growth through attraction of newcomers is integral to a healthy tax base and economic diversification. This effort must be informed by a community led civic indicators program if it is to be successful. Sault Ste. Marie needs to be able to plan and achieve community goals based on its own unique assets, opportunities and challenges, whether they are economic, social, environmental or cultural.

CQI will also apply for the National Quality Institute Community Building Award – Gold Level. Receiving this recognition will represent the achievement of a goal that was identified in 1999 through the Building an Extraordinary Community process.

CQI will also produce a ten year retrospective study of the community's quality of life, from the beginning of BEC until today. We will highlight where we came from, what goals were achieved, and where we're going.

In addition, CQI also offers its full support to the City on community planning initiatives that require public input and data collection. With over forty organizations dedicating staff to our seven task forces, we can serve as a conduit for the City to receive feedback on various efforts that require public response.

Overall, the return to the City will be far in excess of the investment made. You will be furnished with letters of support for this request from a wide variety of organizations and institutions. These letters indicate the value the community places on the work of CQI. They come from agencies that invest both money and time in the work of CQI, as they recognize that everyone has a role to play in improving our quality of life.

We recognize and deeply appreciate the leadership role this Mayor and Council have taken over the years in supporting our work. It is our hope that City Council will reaffirm this position of leadership in continuously improving quality of life, and allow CQI to continue to grow in a sustainable fashion, as we enthusiastically accept the responsibility to drive the process of quality of life measuring, action and ultimate improvement.

Our 2009 budget is attached for your review.

Community Quality Improvement Achievements for the Period 2007-2009

This document is a summary of major achievements and goals met by Community Quality Improvement (CQI), from 2007 forward. It is not a comprehensive listing of all activities and partnerships; instead, it is intended to provide the reader with an understanding of the focus, structured approach and ultimate success the organization has experienced in this time period.

Research

- Production of 2006 Community Performance Report – a comprehensive study of Sault Ste. Marie's quality of life across seven sectors
- Production of 2007 Community Performance Report
- Production of 2008 Community Performance Report (to be released November 2009)
- Production of "Naturally Gifted...And Then Some: How Sault Ste. Marie Measures Up in Quality of Life Studies" a document highlighting third party studies of Sault Ste. Marie's quality of life
- Production of "Beyond Compassion: Measuring the External Costs of Poverty", a quantitative study commissioned by the District Social Services Administration Board

Professional Development

- In partnership with the National Quality Institute, CQI coordinated and delivered the following professional development courses in Sault Ste. Marie:
 - Measuring Customer and Stakeholder Satisfaction
 - Introduction to Process Mapping
 - Desired State Process Mapping
 - Operational Process Mapping
- Each course was presented at least twice due to extremely high levels of interest
- Organizations participating include PUC, Brookfield Power, Algoma District School Board, City of Sault Ste. Marie, Group Health Centre, Algoma Public Health, Sault Area Hospital, Sault College and the Ministry of Northern Development and Mines
- The provision of this training locally has improved access to nationally recognized professional development sessions at substantially reduced rates. Each class of 20 participants collectively saved approximately \$7,000 over standard registration fees, not including significant savings in travel and accommodations had they attended these sessions in Toronto.
- The above mentioned savings do not reflect those realized by participating organizations through application of the skills acquired. This data is currently being gathered.

Strategic Partnerships

Since 2007, CQI has developed strategic partnerships with a number of organizations. Following is a summary of these partnerships and the respective initiatives undertaken

Essar Steel, Simon Fraser University, Sault Community Career Centre

CQI leads this collaborative initiative to implement Simon Fraser University's "cultural intelligence" testing system in our community. With approved funding, this program will measure the community's ability to understand, respect and ultimately celebrate cultural diversity.

Sault College

CQI has developed a Memorandum of Understanding with Sault College to physically locate their operations on campus, and work with the College to help them improve their capacity for community research. In addition, discussions are being held to develop courses on civic indicators, and involve various departments in using data from the Community Performance Reports to take real, measurable action to improve quality of life.

Community Living Algoma (CLA)

CQI is partnering with CLA to create a "blueprint" for a fully inclusive community; one where every citizen, regardless of ability, culture, or gender has the ability to experience a high quality of life.

Ontario Healthy Communities Coalition (OHCC)

CQI worked with OHCC to organize Ontario's first conference on civic indicators, and hosted it in Sault Ste. Marie. Nearly 200 delegates from across the province attended this two day conference, learning how civic indicators programs work and how to implement them in their own community.

Algoma Family Services, Algoma District School Board, Community Living Algoma, Huron Superior Catholic District School Board, Nog Da Win Da Min, Sault Area Hospital, YMCA

CQI has been approached to partner with this consortium in the development of a Child and Youth Planning Council. The role of CQI will be to develop a quality measuring and improvement process for the new Council. Funding for this program is pending.

Boards and Committees

CQI is represented on a variety of local and regional boards of directors and committees, including but not limited to:

- Sault Ste. Marie Chamber of Commerce Board of Directors (Executive Committee)
- Ontario Healthy Communities Coalition Board of Directors (Executive Committee)

- United Way of Sault Ste. Marie Board of Directors
- Team Sault Ste. Marie (Chair)
- Sault Ste. Marie Social Development Council
- Sault Ste. Marie Alliance to End Homelessness
- Sault Ste. Marie Health Care Stakeholders Group
- Algoma Interministerial Council
- Sault Ste. Marie Newcomer Advisory Committee

Recognition

CQI has received numerous certificates and letters of congratulations from various agencies and government departments. Of these, two are of particular importance in terms of raising the community's profile across the Province and Country:

Ontario Healthy Communities Coalition – “Healthy Community Award”

This award recognizes a community that has approached the work of creating a health community in a strategic and measurable manner. It is an annual award given at the organizations Annual General Meeting.

National Quality Institute – Canada Awards of Excellence, “Community Building Award, Silver Level”

This award recognizes a community that has implemented continuous quality improvement methods and practices in an effort to create a high standard of living for all citizens. It is a component of the Institute's Canada Awards of Excellence, and is endorsed by the Governor General of Canada. CQI was publicly recognized at the Awards Gala held in Toronto in 2008.

**Sault Ste. Marie Economic Development Corporation
Community Quality Improvement
Budget 2009**

		Total 2008	Total 2009	
REVENUE				
<i>Revenue</i>				
4020	Municipal - Projects	40,000	40,000	
	Total Municipal	40,000	40,000	
	DSSSAB		23,600	2009 - DSSSAB research funds
	Total DSSSAB	0	23,600	
4200	NOHFC	21,263		
4230	Other Provincial	20,000		
	Total Provincial	41,263	0	
4300	Membership Fees/	81,924	30,000	2009 - \$30,000 membership 2008 - received \$38,000
4500	Registrations	52,000	16,000	4 courses at \$4,000 (20 participants x \$200)
4600	Interest Earned	250	250	
4700	Miscellaneous Revenue		0	
	Amortization DCC - Equipment	600	600	2009 - 50 x 12 mths 2008 - 50 x 12 mths
	Total Other	134,774	46,850	
	TOTAL REVENUE	216,037	110,450	
EXPENSES				
<i>Payroll Expenses</i>				
5011	Employee Contracts	115,663	91,725	Two full time employees
5020	EI (1.8%)X1.4	2,407	1,828	
5025	CPP (4.95%)	4,784	3,585	
5030	EHT (1.95)	1,316	1,192	
5035	WSIB (1.58%)	1,827	1,633	
5050	Health Benefits	11,400	9,800	Based on purchase order
	Total Payroll Exp.	137,397	109,764	
<i>Office Operations</i>				
5110	Bank Charges	900	250	
5125	Professional Fees			
5130	Meetings	3,000	1,000	
5132	Annual Meeting	850	500	
5140	Supplies	500	500	
5145	Photocopying	1,000	1,000	
5142	Administration Costs	9,600	4,800	50% reduction in admin. fees over 2008
5150	Equip/Furniture Purchases-Funded			
5155	Equip. Mtce./Upgrades	500	0	
5165	Postage & Courier	250	250	
5170	Communications	1,440	2,400	Cell phones \$60 x 12 = \$1,200 Phones lines \$60 x 12 = \$1,200
5176	Professional Development - Other	1,000	0	
5197	Miscellaneous	500	500	
5185	Amortization - Equipment	600	600	2009 - 50 x 12 mths 2008 - 50 x 12 mths
	Cash Over/Short			
5195	Bad Debts	0	0	
	Total Office Operations	20,140	11,800	
5200	Brochures			

6(8)(a)

		Total 2008	Total 2009	
	DSSSAB Report		1,800	Report printing for DSSSAB research
	Total Brochures		1,800	
5300	Promotional Items			
5335	Website Updates		1,000	Hosting at \$840 per year includes website & on-line board office
5365	Business Cards			
	Total Promotional Items		1,000	
5400	Advertising			
5405	Radio Advertising			
5420	Website Ads/Email Blasts			
5430	Newspaper Ads			
5432	Newsletters			
5495	Trade Show Displays/Signage	0		
5492	Miscellaneous Advertising	0		
	Total Advertising	0	0	
5500	Travel			
5510	Conferences	0		
5515	Tours/Site Visits			
5525	Mastercard/VISA			
	Total Travel	0	0	
5600	Development			
5605	Library Materials			
5615	Speakers	0		Associated with the registration revenue - professional development sessions
5635	Tours/Site Visits			
5640	Facility Rentals	0		
5650	Workshops/Seminars	0		
5655	Translation	0		
5660	DSSSAB Consulting		11,900	Fee for researcher for DSSSAB contract
5660	Technical & Consulting	35,000	10,000	2009 - \$10,000 for technical and consulting for NQI training - expenses to offset the registration revenue 2008 - \$20,000 Community Performance report, \$15,000 for Professional Development
5665	Sponsorships			
5698	General Development			
	Total Development	35,000	21,900	
	Membership Fees/Subscriptions			
5760	Sault Star			
5795	Miscellaneous Subscriptions	0	0	
	Total Membership Fees/Subscriptions	0	0	
	TOTAL EXPENSES	192,537	146,264	
	REVENUE MINUS EXPENSES	0	-35,814	

6(8)(a)

**Community Quality Improvement
Income Statement
Period Ending August 31, 2009**

	YTD Actual	YTD Budget	Total Budget	Variance
Revenues				
Municipal Projects	40,000.00	40,000	40,000	-
DDSSAB	23,600.00		23,600	
Private Partnership Contributions	32,250.00	30,000	30,000	2,250
Deferred Revenue Recognition	-	-	-	-
Registrations	16,154.00	12,000	16,000	4,154
Miscellaneous	882.79	-	-	-
Interest Earned	162.00	84	250	78
Amortization of DCC	659.01	420	600	239
TOTAL REVENUE	113,707.80	82,504	110,450	
Expenses				
Payroll Expenses				
Employee Contracts	64,152.90	63,502	91,725	(651)
EI	1,543.38	1,266	1,828	(278)
CPP	2,935.62	2,482	3,585	(454)
EHT	625.50	640	1,192	15
WSIB	1,084.16	1,131	1,633	
Health Benefits	5,504.18	6,533	9,800	1,029
Total Payroll Expenses	75,845.74	75,553	109,764	
Office Operation Expenses				
Bank Charges	38.84	125	250	86
Meetings	741.63	667	1,000	(75)
Annual Meeting	-	-	500	-
Office Supplies	289.04	332	500	43
Photocopying	129.50	67	1,000	(63)
Equipment/Maintenance Upgrades	20.99			
Administration Costs	3,200.00	3,200	4,800	-
Postage/Courier	79.32	104	250	25
Communications	918.14	1,000	2,400	82
Amortization	659.01	600	600	(59)
Cash Over/Short	0.05			
Miscellaneous	38.44	300	500	262
Total Office Operation Expenses	6,114.96	6,395	11,800	
Brochures				
DSSAB Report	-	0	1,800	-
Total Brochures	-	0	1,800	
Promotional Items				
Website Updates	889.19	1,000	1,000	111
Total Promotional Items	889.19		1,000	
Travel				
Meetings	136.50	-	-	(137)
Total Travel	136.50	-	-	
Development				
Library Materials	23.26			(23)
Speakers	16,605.17	10,000	10,000	(6,605)
Workshops/Seminars	1,317.41			(1,317)
Technical and Consulting	9,000.00	9,000	11,900	-
General Development	50.00			(50)
Miscellaneous Subscriptions	150.43			(150)
Total Development Expenses	27,146.27	9,000	21,900	
TOTAL EXPENSES	110,132.66	91,947.76	146,264	
SURPLUS/DEFICIT	3,575.14	(9,444)	(35,814.00)	

Poverty Research Project with DSSAB - Phase 1
New member - \$6,550 Lost memberships - New memberships \$375.00
NQT Training sessions
Pre QLT, QLT meeting and mini retreat
OHCC meeting in Toronto
Economic Study/Sustainability Study
NQT speaker fees for professional development sessions
Healthy Workplace Training
Jill Pateman consultant for Poverty Research Project
2009 Green Expo Trade Show
International Society for Quality

6(8)(a)

6(8)(a)



Algoma District School Board

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

CHAIR
Wanda McQueen

DIRECTOR OF EDUCATION
Mario Turco

2009 09 22

Mayor John Roswell
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6B 5N1

Dear John:

As a founding member of CQI, we are pleased to provide this letter of support for the request for increased funding.

CQI continues to grow in both its activities and active community participation and has even been recognized as provincial leader in civic education initiatives. With this growth comes increased pressure on financial resources.

Since its inception, it is our understanding that CQI has not requested increased funding from City Council, yet it has managed to deal with increasing operating expenses and requests from others, to support a list of valuable initiatives in our community.

We believe CQI is having a positive input in developing civic indicators which promotes our community to professionals and businesses.

We want to continue to keep Sault Ste. Marie in the forefront of the global community by ensuring we have a system of continuous measurement and improvement in place.

We encourage you to support this request for increased funding to allow CQI to continue its' excellent work.

Sincerely,

M. F. Turco

Mario F. Turco,
Director of Education
Algoma District School Board

MFT/sv

September 21 2009

Mayor John Rowswell
City of Sault Ste. Marie
99 Foster Avenue
Sault Ste. Marie ON P6A 5X6

Dear John,

I am pleased to provide this letter of recommendation for the request before you from Community Quality Improvement (CQI) to increase funding.

In my previous position with Essar Steel, I was more than willing to support the work of CQI based on its potential value to the company and community at large. After reviewing the organization's list of achievements since that time, I am convinced that CQI has delivered on their commitment and continues to be integral to the long term health and vitality of Sault Ste. Marie.

Today, communities across the country are competing head to head in attracting the best and brightest to live, work and play. Key to being successful in this competition is the development of a system of civic indicators. These provide us with the ability to understand where the community excels, and where it requires attention. In this regard, Sault Ste. Marie is fortunate indeed to have an organization that is leading the way in this field.

In the past three years, CQI appears to have made many contributions to the quality of life of our community, and has given us the opportunity to develop a clear picture of where we are, and where we're going. Its commitment to quality improvement is evident, and serves as a source of pride for the City and its citizens.

I congratulate City Council for supporting CQI in the past, and strongly encourage you to increase this funding, which will provide the organization the stability it needs to continue this critical work.

Sincerely,



Denis Turcotte

September 18, 2009

Mayor John Rowswell
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6B 5N1

Subject: Community Quality Improvement

Dear Mayor Rowswell:

The United Way of Sault Ste. Marie has been a member of CQI since its inception and we have found this organization to be valuable to both our organization and the community in general. We have participated in a number of excellent cost-effective training sessions hosted by CQI; many organizations in our community would not be able to access this caliber of training if it were not for CQI. Support of CQI by the City of Sault Ste. Marie has resulted in a more educated work force armed with the appropriate tools to improve their business's bottom line.

United Way has also utilizes the Community Performance Report as an important input to our community priority setting process. The social indicators in particular provide a measure of how well agencies such as United Way are serving our community and help to identify gaps in service.

CQI staff are also very much rooted in our community, participating on numerous committees and Boards which provide essential community services. In particular United Way appreciates the contributions of Mr. Ken Coulter, CQI Executive Director.

CQI's mandate is to facilitate quality of life improvements in Sault Ste. Marie through annual production of the Community Performance Report and delivery of professional development programs focused on improving quality of life for employees, volunteers and/or the community at large. The organization has been very effective in these areas and has, in our opinion, had a positive impact on our community.

Sincerely,

Gary L. Vipond
Chief Executive Officer
United Way of Sault Ste. Marie



September 23, 2009

Mayor Rowswell and Council
Civic Centre
99 Foster Drive
Sault Ste. Marie, On
P6A 5X6

Dear Mayor Rowswell and Council:

Please accept this letter indicating Community Living Algoma's support of the Sault Ste. Marie Community Quality Improvement's leadership efforts within our city. Community Living Algoma has been a long standing member of CQI. Through membership with CQI, Community Living Algoma has accessed many relevant educational and development opportunities facilitated by CQI. This past spring CQI partnered with Community Living Algoma in co hosting a workshop entitled *Building An Inclusive Community* featuring Dr. Al Condeluci, a well known social capital expert. Twelve community organizations attended this event and continue to participate in a working group lead by CQI to implement a community action plan in addressing barriers to inclusion experienced by marginalized citizens. Through CQI's diverse membership our organization has been able to form partnerships and collaborate on important community issues such as youth leadership, accessibility, health, education and culture and recreation.

Community Living Algoma utilizes the Community Performance Report to assist our organization in assuming a role in addressing key issues that impact all citizens through our participation on various committees and working groups. Recently our organization undertook an accreditation process through *The Council on Quality Leadership Canada*. Members of the accreditation review team included professionals from throughout Ontario and Texas. The review team was impressed with Community Living Algoma's strong link to CQI through Community Living Algoma's use of the Community Performance Report and partnership with CQI on the social capital research and community forum featuring Dr. Al Condeluci.

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This year at Community Living Algoma's annual general meeting CQI was presented with a Community Partnership Award in recognition for their willingness in supporting CLA's efforts in working towards our vision: ***Join the Journey All People Belong.*** Our organization recognizes and values the vital role CQI plays in our community for all citizens. If you require further information in regard to Community Living Algoma's partnership with CQI please contact Lisa Louttit, Director of Organizational Development and Innovation at 253-1700 ext. 3004 or by email lisa_louttit@algoma.org.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mac Headrick", with a horizontal line underneath.

Mac Headrick
Chair,
Community Living Algoma
Board of Directors

6(8)(a)



Community
Commitment

September 23rd, 2009



Mayor John Rowswell
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, PO Box 580
Sault Ste. Marie, ON
P6A 5N1

call2recycle



Dear Mayor Rowswell;

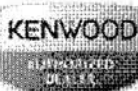


My experience started with The Women's Leadership Conference in 2005. I saw an ad on-line and was intrigued that this type of conference would be held locally. I attended the weekend at Stokely Creek Lodge and I walked away with information that I still use today. I met Karen Poirier at this conference. I watched her manage a group of women (never an easy thing to do) to ensure that each attendee received their conference package on time, had the correct transportation, was fed well and that we were exposed to local women who had experiences ranging from policing to hiking.

Authorized
Dealer for



It was shortly after this conference that Karen sent me information for the Basic Leadership Skills conference. Three years later this is still one of the best weeks of my life. At this time GMR became a member of CQI. I hadn't planned on doing that, but Karen pointed out that doing so would save me money. From the beginning Karen clearly considered my interests.



I spent an evening listening to world renowned humanitarian Stephen Lewis. Again, because CQI understood his value and worked to raise the funds to bring this unique Canadian here. I will never forget that night.



Karen then approached me about volunteering on CQI's QLT (Leadership Team). This group of volunteers were concerned that the small businesses in this city didn't know enough about CQI and that CQI didn't know enough about their needs. CQI was, and still is very proactive in their activities instead of reactive. I wasn't sure about this. I thought "What could I know that they don't already know?" I was scared and nervous attending my first meeting. And soon after that first meeting we had a strategic mini-conference. Simply witnessing this process taught me that just because I am a small business owner that doesn't mean that I can't make a change in this city. This group gives me hope and encouragement.



...2

80 White Oak Drive East, Unit 1 • Sault Ste. Marie, Ontario P6B 4J8
Phone (705) 759.2713 • Fax (705) 759.8724 • 1.800.354.9041
Email: info@gmr.ca • Website: www.gmr.ca

The people I have met on this team and it's committee are the Soo's best kept secret. We are a group of people who are interested in improving the quality of life here. For everyone. That's the only agenda we have.

CQI is becoming known, world-wide, for our commitment to improving the quality of life in Sault Ste. Marie. Better than that, we are becoming known for our concept of involving our citizens in this process. I have met people that have guided me in purchasing GMR, launching Phoenix Fire, purchasing Algoma Fire & Safety and launching a new green energy company.

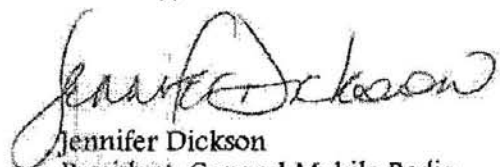
The environment in my place of business has changed for the better because of knowledge I gained while volunteering for CQI.

In this time of budget cut backs and down-sizing one of my priorities remains training with the courses that CQI offers. Having the shared cost with other people saves me money and time. I could not afford the time away from my companies, or the expense to travel anywhere to take these same courses.

Finally, CQI is about people. And two of the best people I have met are Ken and Karen. Aside from all of the interaction I have with them regarding CQI business, they have both inspired and encouraged me in working and living in the Soo.

Thank you for recognizing this group and its creation out of the "Building An Extraordinary Community" movement. I strongly encourage you to approve their request to increase funding.

Sincerely,



Jennifer Dickson
President, General Mobile Radio
Founder & President, Phoenix Fire Protection

*Never doubt that a small group of thoughtful, committed citizens
can change the world;
indeed, it's the only thing that ever has.*

Margaret Mead

John Rowswell, M.Eng., P.Eng., P.E.
MAYOR



2009 09 28

MEMO TO: Council

SUBJECT: Sault Ste. Marie, Gateway to Northern Ontario

Council will recall that in March of this year, I met with the Honourable Michael Gravelle, Minister of Northern Development, Mines & Forestry in Thunder Bay. One topic of discussion was an extension of time (\$15 million) for a Gateway tourist attraction. He agreed that a 6 month extension was possible bringing the deadline for Sault Ste. Marie to December 31st, 2009. Unfortunately, the formal request letter to the Minister was delayed by my absence this spring.

On Sunday August 16, 2009, at the Association of Municipalities of Ontario Conference, a Sault delegation comprised of Councillors Butland, Myers, Sheehan, Turco and myself made another pitch for the Sault Ste. Marie as Gateway to Northern Ontario. Due to the global economic circumstances, our expectation of finding another project developer by June 30th, 2009 or by the end of this year was just too optimistic. Realistically, a minimum of a two year extension is needed and this will depend on the North American economic recovery. Further, we talked about the possibility of proceeding with the relocation of the ACR-CN train station to the Gateway site opposite the Casino. For this project, discussion occurred as to whether we could make a further application to NOHFC or use part of the \$15 million. Both the extension of time and the movement of the train station require a formal letter/presentation to the Minister/NOHFC board.

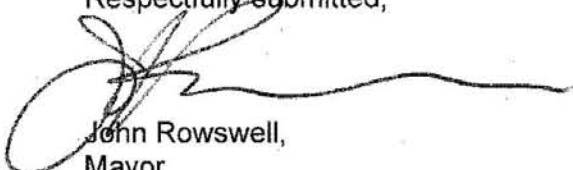
At Council this evening, the power point to be made to NOHFC will be presented and a report of the EDC Gateway Committee is attached. Further, I request the following be approved by Council:

- 1) The EDC Gateway report be received as information and the resolution by the EDC be accepted as the next steps.
- 2) That Council agrees to support the Mayor and the EDC Gateway Committee to ask NOHFC to do the following:
 - i) Verify with the Province that they still intend to support Sault Ste. Marie as a key tourism gateway to Northern Ontario
 - ii) Extend the \$15 million for a minimum of two years to facilitate a Gateway tourist attraction.
 - iii) Examine with NOHFC the possible relocation of the ACR-CN train station to the Gateway site opposite the casino.

Until we get acceptance from NOHFC, it is premature to advise Council as to what commitments will be necessary from us in the relocation of the train station or finding another private developer with a public or private model for the tourist attraction itself.

This evening, I request Council's support for the continuation of our efforts as Sault Ste. Marie as a tourism Gateway to Northern Ontario.

Respectfully submitted,


John Rowswell,
Mayor

Attachments

6(8)(b)

Hon. Michael Gravelle
Minister

Ministry of Northern Development,
Mines and Forestry

99 Wellesley Street West
Whitney Block, Room 5630
Toronto ON M7A 1W3
Tel: 416 327-0633
Fax: 416 327-0665

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

L'hon. Michael Gravelle
Ministre

Ministère du Développement du Nord,
des Mines et des Forêts

99, rue Wellesley Ouest
Édifice Whitney, bureau 5630
Toronto ON M7A 1W3
Tél. : 416 327-0633
Téléc. : 416 327-0665

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



09-0948

SEP 09 2009

RECEIVED
SEP 11 2009
MAYOR'S OFFICE

His Worship John Rowsell
Mayor
The City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5N1

Dear Mayor Rowsell:

It was a pleasure meeting with you and the City of Sault Ste. Marie delegation at the conference of the Association of Municipalities of Ontario (AMO) in Ottawa, on August 17, 2009.

I appreciated you advising me of your proposals to relocate the train station to the planned Gateway destination attraction site, and to seek an extension to the timeline for the Gateway funding which was approved by the Northern Ontario Heritage Fund Corporation (NOHFC). Robert Tarantini, Northern Development Advisor – Tourism, in Sault Ste. Marie, will assist you with amendments to your community's application. Robert can be reached at (705) 945-5913, or by e-mail at robert.tarantini@ontario.ca.

I also appreciated your positive comments regarding the efforts that have been made by all parties involved in the discussions around Huron Central Railway. I am advised that a funding application has been evaluated and forwarded to the NOHFC for consideration.

Once again, thank you for meeting with me at the AMO conference, and please accept my best wishes.

Sincerely,

Michael Gravelle, MPP, Thunder Bay-Superior North
Minister

September 21, 2009

Mayor John Rowswell and Members of City Council

Re: SSMEDC Resolutions and Reports for the Tourism Gateway

The Sault Ste. Marie Economic Development Corporation Board of Directors has received two reports and recommendations from the SSMEDC Tourism Gateway Committee and would like to bring the Board's resolutions forward for City Council's consideration and approval.

1. Resolution passed at SSMEDC Board Meeting – June 1, 2009

Moved by: Brady Irwin
Seconded by: Susan Myers

Resolved to accept the Tourism Gateway Committee Update and Recommendations dated 2009 05 24 and approve the recommendations as follows:

1. Inform SSMEDC and City Council that it is unlikely that at this time private sector tourism development, large or small, will come forward in the near future. It is unlikely that the City will be able to utilize the \$15 million NOHFC funding at this time under its current criteria.
2. It is important that the City and SSMEDC continue to maintain the principles of its tourism and waterfront strategies that this property should be considered for development in maintaining those values in attracting more visitors to Sault Ste. Marie.
3. The City and SSMEDC move forward on a first step concept and feasibility of relocating the Agawa Canyon Tour Train and ACR Passenger Rail Service Depot to this site and to develop tourism and private sector attributes around this depot that would make it entertaining and attractive.
4. It is recommended that the City and SSMEDC engage the Province and FedNor in the development of this concept for funding and participation to develop a first phase tourism development for this site. As well, it would lay the foundations to attract tourism investment to this site in future years when the economy is more supportive of such development. CARRIED.

2. Resolution passed at SSMEDC Board Meeting – September 8, 2009

Moved by: A. Barkley
Seconded by: S. Myers

Resolved to accept and approve the SSMEDC's Gateway Committee Report dated August 27, 2009 and its recommendations as reviewed and outlined in the Report and cited below; supplemental to the Report approved by the Board in June 2009

1. That the SSMEDC Board of Directors request City Council's support that the SSMEDC Gateway Committee be provided an extended mandate for an additional two years to continue efforts to develop the Gateway site as outlined in the SSMEDC June report.
2. That the SSMEDC would request City Council appoint two (2) City Councillors (voting members) and City staff (resource members) to participate on the SSMEDC Gateway Committee.
3. That the SSMEDC Board of Directors pass a resolution in support for the City of Sault Ste. Marie to request the NOHFC program funding of \$15 million be extended for an additional two (2) years and that Tourism SSM would help develop the case in support of this requirement.
4. That the SSMEDC Board of Directors recognizes the financial support for developing the concept from the Tourism Sault Ste. Marie DMF partners. CARRIED.

6(8)(b)

Representatives of the SSMEDC Board, Gateway Committee, and Staff will be in attendance to present a presentation and to address any questions that City Council may have.

Central to your Success

A handwritten signature in black ink, appearing to read "GP", with a horizontal line underneath.

Greg Punch, President

A handwritten signature in black ink, appearing to read "D. Bruce Strapp", written in a cursive style.

D. Bruce Strapp, CEO

August 27, 2009

Greg Punch, President and
SSMEDC Board of Directors

Re: SSMEDC Gateway Committee Report

Please find the attached report from the SSMEDC Gateway Committee. This is to update the SSMEDC Board of Directors on the status of the SSMEDC report (approved at June 2009 Board meeting) being presented to City Council. The SSMEDC report was presented to the City Council's Gateway Committee and at this meeting it was agreed that the CEO would draft a joint report that would be presented to City Council in July.

During this process several issues came up on the draft report and a number of meetings were held between the CEO, Joe Fratesi, CAO, and Jerry Dolcetti, Commissioner of Engineering & Planning, and then a subsequent meeting was held between Bill Durnford, Chair of the SSMEDC Gateway Committee and Joe Fratesi, CAO.

The issues that need to be addressed:

1. In the interpretation of the City Council resolution, that was passed in late 2008 giving a mandate to the SSMEDC to continue efforts in securing a potential proponent for the Gateway site, this mandate has expired and the SSMEDC Gateway Committee would like to continue to lead the efforts on the next stage of the Gateway development.
2. Mayor John Rowswell and several members of City Council in a meeting with Minister Michael Gravelle on the Huron Central Railway issue raised the issue of wishing to retain the \$15 million NOHFC incentive program for the Sault to continue our efforts in developing this site. Mr. Gravelle told the Mayor to write a letter to the NOHFC to make this request. Subsequently, the Mayor spoke to Aime Dimatteo, General Manager of the NOHFC and Mr. Dimatteo indicated that a case needed to be made in order for the NOHFC Board to respond in a positive manner. The Mayor has asked SSMEDC tourism staff to put together the arguments for retaining the \$15 million incentive.
3. As the SSMEDC Gateway Committee June report focused on developing a regional tourism attraction along with the relocation of the Agawa Canyon Tour Train Station, it did not recommend a lead (which committee) for the next steps probably assuming that the SSMEDC Gateway Committee would be that lead. In discussions with the CAO's office, it was suggested that the City Council Gateway Committee could expand its representation and add representation from the SSMEDC Gateway Committee – Bill Durnford and Ian McMillan. The SSMEDC Gateway Committee was not in favour of this but suggests that the SSMEDC Gateway Committee expand representation with appointments from City Council and to have appropriate City staff resource participate with the SSMEDC staff resource on the Committee. Tourism SSM hospitality partners have decided to commit \$15,000 from the DMF towards the site plan and concept development drawings in order to convince other private stakeholders to participate in the next stage.

In conclusion, the SSMEDC Gateway Committee is asking SSMEDC Board in addition to presenting the SSMEDC June report to City Council that the following additional request be put forward:

1. That the SSMEDC Board of Directors request City Council's support that the SSMEDC Gateway Committee be provided an extended mandate for an additional two years to continue efforts to develop the Gateway site as outlined in the SSMEDC June report.
2. That the SSMEDC would request City Council appoint appropriate City Councilors (voting members) and City staff (resource members) to participate on the SSMEDC Gateway Committee.
3. That the SSMEDC Board of Directors pass a resolution in support for the City of Sault Ste. Marie to request the NOHFC program funding of \$15 million be extended for an additional 2 years and that Tourism SSM would help develop the case in support of this requirement.
4. That the SSMEDC Board of Directors recognizes the support from the Tourism SSM DMF partners.

This concludes the request from the SSMEDC Gateway Committee.



D. Bruce Strapp, CEO

May 24, 2009

Greg Punch, President and
SSMEDC Board of Directors

Re: Tourism Gateway Committee Update and Recommendations

The Sault Ste. Marie Economic Development Corporation established a special Task Committee to look at the Tourism Gateway Project with a mandate to determine if there was a "made in Sault Ste. Marie" solution that might capitalize and meet the criteria on the \$15 million incentive established through the City from NOHFC.

The Committee was comprised of

Bill Durnford, Past Chair of TSSM
Don Mitchell, Chair, Development SSM, SSMEDC Treasurer, Executive
Committee and Board member
Donna Hilsinger, Chair, Tourism SSM and Board member
David Hornstein, Past Chair, Tourism SSM
Greg Peres, Chair of Enterprise Centre, Executive Committee, and SSMEDC
Board Member

SSMEDC Resources: Bruce Strapp, Ian McMillan, Mike Wozny, and Debbie
LaFleur

The Task Committee with the assistance of staff carried out the following:

Public Call for Concepts/Bright Ideas (see attached spreadsheet summary of results)

The Committee received thirty-seven (37) responses to its Call for proposals for the Tourism Gateway. The purpose of this was to ensure that the SSMEDC did provide for the community at large to have the opportunity to have input. There were many exciting ideas and concepts and several individuals put a lot of work into their proposals.

Science North Tour

The Committee went to Sudbury for a tour of Science North and met with senior representatives from Science North. The purpose of this tour was to learn more about the Science North tourism attraction model and how Sudbury as a community had put this attraction together and were successful in acquiring private and public sector support to make it a reality.

Updated the Tourism Gateway Development Piece

SSMEDC staff updated the existing electronic Tourism Gateway Development Piece and staff used this to target government agencies, Consulate offices, and specific individuals who had expressed continued interest in the development. It was not as an extensive distribution as the hard copy publication carried out by the City and SSMEDC.

In discussions with many of the private sector parties that the SSMEDC contacted of which one did a site visit to Sault Ste. Marie, the greatest challenge during these times in finding a developer with enough investment, along with financing to be able to even look at stepping up to the plate to access the NOHFC \$15 million. During the past 6 months, the SSMEDC attempted to find even private sector developers that could do some of the ancillary business that could go on site. At this time, most individuals that were approached were not prepared to step up to the plate to take on even a partial stake in the project.

A Preliminary Step in the Tourism Gateway Site

The consensus from the Task Committee is that it is unlikely that a private sector developer or a group of private sector players will be able to step up and take the lead on purchasing this site from the City of Sault Ste. Marie and develop it meeting the criteria of the \$15 million incentive. The Committee however continues to maintain that this Gateway site is still strategic to the overall tourism and waterfront development for the City of Sault Ste. Marie.

The Committee through its findings has determined that it would be beneficial to look at a first stage component of relocating the Agawa Canyon Tour Train and ACR Passenger Rail services depot to this site along with developing a regional tourism attraction. It is at this stage that the Committee realized in order to take on this task; it would require financial resources and more time to develop the concept and feasibility study in order to do this. The SSMEDC does not have the internal resources to take on this next step and in order to receive City support; we need to go to the City Gateway Committee and City Council. Therefore it is time to take the step and provide an update and make recommendations to this step.

FedNor has met with the SSMEDC CEO and has indicated they would like to support the City and SSMEDC on the Gateway Development Strategy.

This first stage could at least open part of the property and make it more attractive and appealing than sitting vacant. Working in cooperation with Engineering & Planning, the site could be looked at through the concept and feasibility phase as to what areas can be sectioned off for private sector development and where we might be able to develop some waterfront park and walkway aesthetics. We can make the property more presentable for citizen and tourists to use and it would be more attractive for future private sector when the tourism industry turns around.

Recommendations

1. Inform SSMEDC and City Council that it is unlikely that at this time private sector tourism development, large or small, will come forward in the near future. It is unlikely that the City will be able to utilize the \$15 million NOHFC funding at this time under its current criteria.
2. It is important that the City and SSMEDC continue to maintain the principles of its tourism and waterfront strategies that this property should be considered for development in maintaining those values in attracting more visitors to Sault Ste. Marie.
3. The City and SSMEDC move forward on a first step concept and feasibility of relocating the Agawa Canyon Tour Train and ACR Passenger Rail Service Depot to this site and to develop tourism and private sector attributes around this depot that would make it entertaining and attractive.
4. It is recommended that the City and SSMEDC engage the Province and FedNor in the development of this concept and feasibility study with the intent to develop a first phase tourism development for this site. As well, it would lay the foundations to attract tourism investment to this site in future years when the economy is more supportive of such development.

This concludes our interim report as the Committee is still passionate about moving forward on carrying out the concept feasibility of what is proposed above. This concept can be done without being dependent upon private sector investment.

Bill Durnford, Chair
SSMEDC Task Committee

Bruce Strapp, CEO

Cc: SSMEDC Tourism Gateway Task Committee

SSMEDC Tourism Gateway Committee
Public Call for Concepts / Bright Ideas
February 9 – 27, 2009

	<i>Idea</i>
1	Permanent Casino (2 submissions)
2	Indoor/Outdoor Water Park (3 submissions)
3	RV Park (4 submissions)
4	Entertainment for children – skateboard park, go-carts, wave pool
5	Indoor park encompassing skateboarding, biking, climbing and white water kayaking
6	Water theme area using ponds/canals that ties in with the river, the four seasons and boardwalk
7	Redevelop historic district (Gore St) then complement with development on site
8	Consult with local high schools as they study/develop this area in class
9	Golf Dome
10	Fun Park – mini golf course, arcade, go-kart track, bumper boats
11	Park Area – landscaping, walkways, directional signs, integration with St. Mary's River walkway
12	Retail Space – Cabela's / Bass Pro (2 submissions)
13	Car Museum
14	Amusement Park / Farmers Market
15	Components include farmers market; flea market; food court; outlet mall; open-court green space; signage, easy access to surrounding amenities
16	Theme Park (modified version of Busch Gardens, Tampa Florida)
17	Great Lakes Place – multi themed and use facility that celebrates our hub of the great lakes. Components includes wave pool in shape of great lakes; year round indoor winter park with bumslides, skating rink snowboard; 50 storey observation deck with restaurant; 5 star hotel
18	Huron Superior Centre Park & Tours – a one stop tourist centre that provides a beautiful nature park, highlighting various attractions in SSM and area as well as shuttles and guided day trip to various natural attractions along Lakes Superior and Huron. It consists of a central building surrounded by various detached stations around the 14 acre site which provide an overview of tourist attractions along the lakes.
19	Fusion Theatre and Exhibition Centre

6(8)(b)

	Professional Public Theatre and Exhibition centre. It would effectively compliment any proposed developments on the Gateway site.
20	The Meeting Place Decal Mural – integration of mural and interpretive signage as educational component. Decal mural would be a donation by Mr. Hornstein on the condition that he would be responsible for the installation at a fee to be negotiated
21	Sault Ste. Marie – Naturally Equipped – Building on the “greenest city in Cda”, a green education attraction combining alternate energy resources and expanding to all sustainable development with ties to post secondary institutions, scientific community
22	Indoor four season ski facility, railway themed attached hotel, new train station
23	Indoor four season multi-use sports and event centre, railway themed hotel, new train station
24	Fort Sault Ste. Marie themed complex with four main components: a fort to be built on waterfront housing covered multi use space for sports, tradeshow and conventions, new train station, new hotel, park space
25	Submission for Boardwalk area of Gateway site: 4 buildings, 3 of which are partially on land but mostly above the water on piers. It incorporates indoor/outdoors spaces, boutique style commercial shops along the boardwalk, area for outdoor merchants and street buskers.
26	“Superior Dome” – sports facility with retractable artificial turf carpet, small shops, IMAX theatre
27	Locally Motivated Solution - Concept of “experience – sights, sounds, smells, touch”; Northern themed hotel and indoor water park; green park with band shell and greenhouse; UNESCO designation/monument
28	GrandStay Suite – accommodations component of Gateway site
29	A celebration by the community for the community of the heritage, history, talents and aspirations of the community.
30	Downtown Park

The names and contact information of those individuals who made submissions have been withheld to protect their privacy.

61816

7(a)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No.: R.1.2.5 and E.2.1

REPORT TO: Mayor John Rowswell and
Members of Council

DATE: 2007 07 09

RE: Council Resolution regarding steps and time frames of putting a
question on the Ballot in November 2010 Election

PURPOSE

At the June 25th, 2007 Council meeting a resolution was passed asking me to report back to Council on the steps and time frames for possible plebiscite/referendum question which would be placed on the ballot for the 2010 Municipal Election. This is my report on that Council resolution.

COMMENT ON LEGISLATION

Although in the past putting a question on the ballot has been referred to as a plebiscite or a referendum, the legislation governing this area merely refers to putting a "question on the ballot". The governing legislation is sections 8 to 8.3 of the Municipal Elections Act. A copy of those sections is attached to my report.

Section 8(1) is the first important section. It sets out the scope of Council's authority to put by-laws to the electors. Many years ago, there were a number of issues that required the assent of the electors. For example, certain debenture by-laws required the assent of the electors (or an application to the Ontario Municipal Board to dispense with that assent). An example of a type of by-law referred to Section 8(1)(c) is a question under the Fluoridation Act.

Section 8(1)(b) is the authority for Council putting a question regarding Boxing Day on the ballot.

Section 8.1 sets out the time frames. A by-law to submit a question to the electors must be passed at least 180 days before the voting day, may not be amended within 180 days of the voting day but may be repealed prior to 31 days before the voting day.

Section 8.2 sets out the parameters of the type of question. The question must be a matter within the jurisdiction of the municipality. It can not concern a matter of Provincial interest (as set out in the regulations). The question must be clear, concise, neutral and must be capable of being answered "yes" or "no".

There are notice provisions before (Section 8.1(3)) and after (Section 8.1(4)) Council passes a By-law. At least 10 days notice must be given before the by-law is passed and one public meeting must be held. Within 15 days after the by-law is passed both

the public and the Minister must receive notice of the passage of the by-law. Section 8.1(5) sets out what has to be in the notice that is provided to the public and to the Minister.

The Minister or any other person or entity may appeal the passage of the by-law on the basis that the question is not clear, concise and neutral or was not capable of being answered "yes" or "no". The appeal is to the Chief Electoral Officer for the Province. Sub-Sections 8.1(7) through to (10) set out how the appeal is handled. The Chief Electoral Officer can hold a hearing on the appeal.

Section 8.2 is important because it addresses the effect of the vote. If at least 50% of the eligible voters vote on the question and more than 50% of the votes are in favour then the decision is binding.

If Council decides to put the question of Boxing Day on the ballot and the result is that the electors are in favour of retail business establishments staying open on Boxing Day, then the effect of subsection 8.3(2) would be that council will have between 14 and 180 days after voting day, to repeal the current by-law requiring retail business establishments to close.

Sub-section 8.3 (5) limits the municipality from doing anything within it's jurisdiction to reverse or substantially change the results of the question for a period of 4 years following the day the action took effect.

PREVIOUS QUESTIONS ON THE BALLOT

My recollection is that over the last 20 to 25 years council has put on the ballot questions relating to fluoridation of the water supply, Sunday shopping (when it was a council decision to allow Sunday shopping) and the casino.

COST IMPLICATION

If Council decides to put this question on the ballot in 2010, the additional costs would be minimal. No additional staff would be required. The additional costs would basically involve the printing of the ballot plus advertising and notice costs as required by the legislation. If someone files an appeal to the by-law then there might be costs associated with preparing for that appeal.

SUMMARY OF TIME FRAME

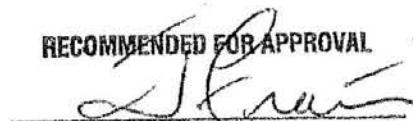
Therefore to address specifically the time frames, as it stands now, the election in 2010 will be held on November 8th (the second Monday in November). Council will have to pass a by-law no later than early May of 2010 to meet the 180 day requirement set out in section 8.1.

Yours truly



Lorie Bottos
City Solicitor
/np

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

iii. a question submitted by a local board or the Minister.

2. When the clerk conducts a by-election for a local board or an upper-tier municipality or the Minister, or a recount in such a by-election. 1996, c. 32, Sched., s. 7 (3).

Payment on certification

(4) The local board or upper-tier municipality or the Minister, as the case may be, shall pay the costs referred to in subsection (3) as soon as possible after receiving a certificate verifying the amount and signed by the clerk of the local municipality. 1996, c. 32, Sched., s. 7 (4).

(5) Repealed: 2002, c. 17, Sched. D, s. 2.

Submission of by-laws and questions

8. (1) The council of a municipality may pass a by-law to submit to its electors,

(a) a proposed by-law requiring their assent;

(b) subject to section 8.1, a question not otherwise authorized by law but within the council's jurisdiction;

(c) subject to section 8.1, a question, the wording of which is established by an Act or a regulation under an Act. 1996, c. 32, Sched., s. 8 (1); 2000, c. 5, s. 27 (1).

Submission of question, local board

(2) A local board described in subparagraph iii of paragraph 1 of section 3 may pass a resolution to submit to its electors a question not otherwise authorized by law but within the local board's jurisdiction. 1996, c. 32, Sched., s. 8 (2).

(2.1) Repealed: 2000, c. 5, s. 27 (2).

Question by Minister

(3) The Minister may make an order requiring the clerk of a local municipality to submit a question to the electors of his or her municipality. 1996, c. 32, Sched., s. 8 (3).

Transmission to clerk

(4) When an upper-tier municipality acts under subsection (1), its clerk shall transmit to the clerk who is responsible for conducting the election a copy of the by-law and the proposed by-law or question. 1996, c. 32, Sched., s. 8 (4).

Same

(5) When a local board acts under subsection (2), its secretary shall transmit to the clerk who is responsible for conducting the election a copy of the resolution and question. 1996, c. 32, Sched., s. 8 (5).

Restriction

(5.1) For the purposes of a regular election, the clerk who is responsible for conducting the election is not required to submit a by-law or question to the electors unless on or before September 1 of the election year,

(a) in the case of a question of the Minister, the order under subsection (3) is transmitted to the clerk;

(b) in the case of a by-law or question of an upper-tier municipality, subsection (4) is complied with;

(c) in the case of a question of a local board, subsection (5) is complied with;
or

(d) despite the *Fluoridation Act*, in the case of a petition under the *Fluoridation Act*, the petition is transmitted to the clerk. 2002, c. 17, Sched. D, s. 3.

Deemed transmission of petition

(5.2) Despite the *Fluoridation Act*, if a petition under the *Fluoridation Act* is submitted in the election year of a regular election after September 1, the petition is deemed to have been transmitted to the clerk on February 1 of the following year. 2002, c. 17, Sched. D, s. 3.

Notice to electors

(6) The clerk who is responsible for conducting the election shall give the electors notice of by-laws and questions referred to in this section. 1996, c. 32, Sched., s. 8 (6).

Cost of giving notice

(7) The upper-tier municipality or local board or the Minister, as the case may be, shall pay the local municipality's reasonable costs of giving notice under subsection (6), as soon as possible after receiving a certificate verifying the amount and signed by the clerk of the local municipality. 1996, c. 32, Sched., s. 8 (7).

Assent to by-law

(8) A by-law is assented to,

(a) in the case of a local municipality, if a majority of the votes cast in the municipality are in favour of the by-law;

(b) in the case of an upper-tier municipality, if a majority of the votes cast in all the local municipalities are in favour of the by-law. 1996, c. 32, Sched., s. 8 (8).

Result of vote

(9) When the time for applying for a recount has expired without an application being made, or when any application for a recount has been finally disposed of, the clerk shall certify the result of the vote in his or her municipality to the clerk of the upper-tier municipality, the secretary of the local board or the Minister, as the case may be. 1996, c. 32, Sched., s. 8 (9).

Waiting period

(10) A council shall not consider a proposed by-law to which the electors' assent has been obtained until the 14th day after the result of the vote is certified. 1996, c. 32, Sched., s. 8 (10).

Conflicts

(11) In cases of conflict, the Act or regulation establishing the wording of a question under clause (1) (c) or the Act authorizing the regulation establishing the wording of the question prevails over this Act or a regulation under this Act. 2000, c. 5, s. 27 (3).

Conditions re: submitting a question

- 8.1 (1)** A by-law to submit a question to the electors under clause 8 (1) (b) or (c),
- (a) shall be passed at least 180 days before voting day in the election at which it is intended to submit the question to the electors;
 - (b) cannot be amended after the last date referred to in clause (a); and
 - (c) despite clause (b), can be repealed on or before nomination day and, if the election does not include an election for an office, on or before the 31st day before voting day. 2000, c. 5, s. 28.

Rules

(2) A question authorized by by-law under clause 8 (1) (b) shall comply with the following rules:

1. It shall concern a matter within the jurisdiction of the municipality.
2. Despite rule 1, it shall not concern a matter which has been prescribed by the Minister as a matter of provincial interest.
3. It shall be clear, concise and neutral.
4. It shall be capable of being answered in the affirmative or the negative and the only permitted answers to the question are "yes" or "no". 2000, c. 5, s. 28.

Notice of intent

(3) Before passing a by-law under clause 8 (1) (b) or (c), the clerk shall give at least 10 days notice of the intention to pass the by-law to the public and the Minister and hold at least one public meeting to consider the matter. 2000, c. 5, s. 28.

Notice of by-law

(4) Within 15 days after a municipality passes a by-law under clause 8 (1) (b) or (c), the clerk shall give notice of the passage of the by-law to the public and the Minister. 2000, c. 5, s. 28.

Contents

- (5) A notice under subsections (3) and (4) shall include,
- (a) the wording of the question;
 - (b) in the case of a by-law under clause 8 (1) (b), a clear, concise and neutral description of the consequences of the question if it is approved and the consequences if it is rejected with the special majority under section 8.2, including an estimate of the costs, if any, that the municipality may incur in implementing the results of the question; and
 - (c) in the case of a by-law under clause 8 (1) (b), a description of the right to appeal under subsection (6) including, in the case of a notice under subsection (4), the last day for filing a notice of appeal. 2000, c. 5, s. 28.

Appeal

(6) Within 20 days after the clerk gives notice of the passage of a by-law under clause 8 (1) (b), the Minister or any other person or entity may appeal to the Chief Electoral Officer of the Province of Ontario on the grounds the question does not comply with paragraph 3 or 4 of subsection (2) by filing with the clerk a notice of appeal setting out the

7(a)

objections and the reasons in support of the objections. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Notices to be forwarded

(7) The clerk shall, within 15 days after the last day for filing a notice of appeal under subsection (6), forward any notices of appeal received to the Chief Electoral Officer. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Other information

(8) The clerk shall provide any other information or material to the Chief Electoral Officer that the Chief Electoral Officer requires in connection with the appeal. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Hearing

(9) The Chief Electoral Officer or his or her designate shall, within 60 days of receiving notices under subsection (7), hold a hearing and dismiss the appeal or allow the appeal in whole or in part. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Order

(10) If the Chief Electoral Officer allows the appeal in whole or in part, the Chief Electoral Officer may make an order amending the by-law or directing the municipality to amend the by-law in the manner ordered. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Non-application

(11) Subsections (1) and (3) to (9) do not apply to anything done pursuant to an order under subsection (10). 2000, c. 5, s. 28.

Results

8.2 (1) The results of a question authorized by a by-law under clause 8 (1) (b) are binding on the municipality which passed the by-law if,

- (a) at least 50 per cent of the eligible electors in the municipality vote on the question; and
- (b) more than 50 per cent of the votes on the question are in favour of those results. 2000, c. 5, s. 28.

Determination of number of votes

(2) For the purpose of clause (1) (a), the number of eligible electors shall be determined from the voters' lists as they exist at the close of voting. 2000, c. 5, s. 28.

Implementation

8.3 (1) If the results of a question authorized by a by-law under clause 8 (1) (b) are binding on a municipality,

- (a) if an affirmative answer received the majority of the votes, the municipality shall do everything in its power to implement the results of the question in a timely manner; and
- (b) if a negative answer received the majority of the votes, the municipality shall not do anything within its jurisdiction to implement the matter which was the subject of the question for a period of four years following voting day. 2000, c. 5,

s. 28; 2006, c. 9, Sched. H, s. 3 (1).

Same

(2) Without limiting subsection (1), the municipality shall, between 14 and 180 days after voting day,

(a) if a by-law or resolution is required to implement the results of the question, ensure that it is prepared and placed before council or, if a series of by-laws are required to implement the results, ensure that the first of the series is prepared and placed before council;

(b) despite clause (a), if passage of a by-law or resolution required to implement the results of the question is subject to a condition precedent under a regulation or statute (such as giving notice or holding a public hearing), ensure the initial steps have been taken to comply with the condition;

(c) if administrative action to change a policy or practice is required to implement the results of the question, instruct municipal staff to take that action. 2000, c. 5, s. 28.

Limitation

(3) For the purpose of clause (1) (a), it is not within the jurisdiction of the municipality to eliminate or override any substantive or procedural legal right of any person or entity who is or may be affected by the implementation of the results of the question as illustrated by the following examples:

1. If a zoning change under the *Planning Act* is necessary to implement the results, the binding effect of the question is subject to the *Planning Act* and the discretion of the municipality under that Act is not constrained. If the zoning change is approved, the municipality is bound to implement the results; if it is not approved, the municipality is not bound.

2. If the results of the question require the passage of a by-law which requires notice to be given and at least one public meeting to be held to consider the matter before the by-law is passed, the binding effect of the question is subject to these procedural requirements and the discretion of the municipality to proceed following the public meeting is not constrained. If, after the public meeting, the municipality decides not to implement the results of the question, it is not required to do so. 2000, c. 5, s. 28.

Order

(4) A court presiding over a proceeding in respect of a recount, an offence under this Act or a proceeding under section 83 (controversied elections) may make an order temporarily staying the requirement of a municipality to implement the results of a question under this Act if satisfied that the requirement may be directly or indirectly affected by the proceeding. 2000, c. 5, s. 28.

Time restriction

(5) A municipality that has passed a by-law or resolution or taken any other action to implement the results of the question shall not do anything within its jurisdiction to reverse or substantially change the action for a period of four years following the day the action took effect. 2000, c. 5, s. 28; 2006, c. 9, Sched. H, s. 3 (2).

Exception

(6) Nothing in this section requires a municipality to do anything or prevents a municipality from doing anything if,

- (a) a subsequent binding question authorizes such action or inaction; or
- (b) the council is of the opinion, reasonably held, that there has been a material change in circumstances since the time it passed the by-law under clause 8 (1) (b) to put the binding question to the electors. 2000, c. 5, s. 28.

Language of notices and forms

9. (1) Notices, forms and other information provided under this Act shall be made available in English only, unless the council of the municipality has passed a by-law under subsection (2). 1996, c. 32, Sched., s. 9 (1).

By-law

- (2) A municipal council may pass a by-law allowing the use of,
- (a) French, in addition to English, in prescribed forms;
 - (b) French, other languages other than English, or both, in notices, forms (other than prescribed forms) and other information provided under this Act. 1996, c. 32, Sched., s. 9 (2).

Non-application

(3) This section does not apply with respect to notices, forms and other information provided under this Act in respect of the election of the persons described in clauses 9.1 (1) (a) and (b). 1999, c. 14, Sched. F, s. 6 (2).

Bilingual notices and forms

9.1 (1) This section applies with respect to notices, forms and other information provided under this Act in respect of the election of,

- (a) members of a French-language district school board; or
- (b) members of a school authority that,
 - (i) has established, operated or maintained a French-language instructional unit within the year before voting day, or
 - (ii) is subject to an agreement, resolution or order under Part XII of the *Education Act* that requires the school authority to establish, operate or maintain a French-language instructional unit. 1999, c. 14, Sched. F, s. 6 (3).

Language of notices, etc.

(2) Notices, forms and other information provided under this Act with respect to the matters described in subsection (1) shall be made available in English and French and shall not be provided in any other language unless the council of the municipality has passed a by-law under subsection (3). 1999, c. 14, Sched. F, s. 6 (3).

By-law

(3) A municipal council may pass a by-law allowing the use of languages other than English and French in notices, forms (other than prescribed forms) and other

2007 06 25 City Council Meeting Minutes
Clerk's Department

Moved by Councillor T. Sheehan

Seconded by Councillor S. Myers

Whereas the issue of retail store closings on Boxing Day has appeared on Council's Agenda several times in the past few years, resulting in retail outlets originally being required to remain closed, then allowed to open and more recently being required to be closed; and

Whereas it is important for our community and all concerned that this matter be finally resolved and not revisited with each new municipal Council; and

Whereas this matter is of sufficient importance and consequence that the advice of the general public, by way of plebiscite/referendum should guide future Councils in whether or not Boxing Day should remain as a Civic Holiday, requiring retail stores to remain closed on that day;

Now therefore be it resolved that the City Solicitor report back to Council on the steps and the timeframes for a possible plebiscite/referendum question which would be placed on the ballot for the 2010 Municipal Election, thereby allowing all of the eligible voters of Sault Ste. Marie to decide this important issue once and for all. CARRIED.

Recorded Vote

For: Councillors J. Caicco, L. Turco, B. Hayes, O. Grandinetti, S. Myers, T. Sheehan, S. Butland, P. Mick

Against: Mayor J. Rowswell, Councillor F. Manzo

Absent: Councillor D. Celetti

Councillor L. Tridico declared a pecuniary interest - family operates retail business.

Councillor F. Fata declared a pecuniary interest - spouse employed in retail.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-158

AGREEMENT: (E.3.4.4) A by-law to authorize an agreement between the City and STEM Engineering for the design and contract administration of the reconstruction of the sanitary sewer on Haviland Crescent.

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 made between the City and STEM Engineering for the design and contract administration of the reconstruction of the sanitary sewer on Haviland Crescent.

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 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

AMP \Bylaws\2009\2009-158\ Eng Agt - STEM Engineering

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"

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 31st day of August

A. D. 2009

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to replace an existing sanitary sewer on private property at the south end of Haviland Crescent which is in a collapsed/deteriorated state. Replacement will be through a combination of directional drilling and open cut pipe installation.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event the client delays the project, the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the amount of \$1,000,000 aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project, without the prior written consent of the owner.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes In the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions**1.24.1 Electronic Data Files and CAD Files:**

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES

2.01 Services to be provided by Consultant

Refer to APPENDIX I

2.02 Services to be provided by Client

Refer to APPENDIX I

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Payroll Cost**

Payroll Cost is defined as hourly salary plus payroll burden.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is **12.4 %**.

(b) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly as follows:

- (a) Principals and Executives on normal assignments \$ 125.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments - Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$140.00 per hour.
- (d) Services During Construction
 - (i) For all services, except for staff full-time continuously on site:
 - a) Principals and Executives on Normal assignments\$125.00 per hour.
This rate will be reviewed annually and adjusted accordingly.
 - b) Other Staff: Payroll Cost Plus 100%.
 - (ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.1.1 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.1 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.4.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

- (b) The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- (c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.

3.3.2 Fee Estimate

The following fee estimate is provided as a guideline only and is subject to wide variation due to the small construction value of the project. The OSPE & PEO Fee Guidelines do not provide percentage based fees for projects less than \$500,000 for this reason.

Design Phase Services	\$25,000
Construction Phase Services	<u>\$30,000</u>
	\$55,000

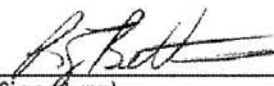
SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
) _____
) _____
) _____
) _____
) _____

CONSULTANT – STEM ENGINEERING GROUP INC.

The signatory shall have the authority to bind the corporation or company for purposes of this agreement


(Signature)

RANDY BELTRAMIN
(Name)

PRINCIPAL
(Title)

CLIENT - THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR – JOHN ROWSWELL

CLERK – DONNA P. IRVING

APPENDIX I

SCHEDULE D - SERVICES

SCHEDULE D SERVICES**ARTICLE 2 - SERVICES****2.01 Consultants Services for General Municipal Project**

Category No. 1 Services: none anticipated

Category No. 2 - Services

(a) Preliminary Design

1. Meet with the appropriate representatives of the municipality, including the municipal engineer, works committee or council to:
 - Obtain full information on existing and proposed sanitary services.
 - Obtain the Client's standard criteria for design.
 - Establish the extent of services to be provided and the manner of presentation.
2. Conduct a physical reconnaissance and review topographical maps of the Project areas to ascertain the location, topography, drainage and existing municipal services.
3. Conduct test digs and inspection of sanitary services located inside the residences to determine existing conditions for tie in to new sewers.
4. Coordinate with City camera crews to record existing sewer conditions and tracing of main and laterals.
5. Establish the design criteria for the design of the Project.
6. Investigate alternate construction methods for sewer installation including directional drilling, pipe bursting, and open trench methods.

(c) Detailed Design, Final Drawings and Specifications

1. Obtain detailed profiles and cross-sections as necessary for the detailed design and computation of tender quantities.
2. Prepare drawings.
3. Prepare specifications.
4. Prepare construction contract documents.
5. Assist in obtaining approvals.

(d) Evaluation of Tenders and Recommendation for Award

1. Analyze tenders received with regard to completeness, prices, schedule and other requirements of the tender documents.
2. Prepare and submit recommendations to the Client for award of contracts including suitability of Contractor to carry out the work.

Category No. 3 and No. 4 - Services

(e) Consultant's Services for Construction Administration on Municipal Project

The Consultant, on behalf of the Client, provides a review of the work during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

General Review During Construction

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
5. Advise on the validity of charges for additions or deletions and advise on the issue of change orders, when requested.
6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
7. Maintain adequate records related to the construction contracts.
8. Modify contract drawings to show the record drawings work and provide reproducible copies of these drawings to the Client.
9. Make periodic visits to the site during construction to review general conformity of the work with plans and specifications.
10. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
11. Attend job meetings as deemed necessary.

12. Report on the progress of construction to the Client.

Resident Staff Services During Construction

Resident staff services will be provided by the Consultant on a full or part-time basis. Such services include:

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Arrange for or carry out all necessary field testing and inspection of materials and equipment installed.
4. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as built'.
7. Maintain sufficient data to determine periodic progress of the work.
8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

2.02 Client's Services for General Municipal Project

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services under (1) may be assigned to the Consultant under Section 1.8:

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way, and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
5. General direction of the Consultant in the provision of the services and approvals from time to time as necessary during the currency of this Agreement.
6. Any information regarding utilities necessary for the preparation of the plans referred to in Section 2.1 in the possession of the Client.

10. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
11. Designate, in writing, an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 9 hereof, inclusive, as being accurate in the performance of the Consultant's services under this agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-161

AGREEMENTS: (P. 4. 5. 368) A by-law to authorize an agreement of purchase and sale between the City and The Sault College of Applied Arts and Technology for the transfer of the property necessary for Algoma Public Health's new facility.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City 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 28th day of September, 2009, and made between the City and The Sault College of Applied Arts and Technology for the transfer of the property necessary for Algoma Public Health's new facility.

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 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

AMP Bylaws\2009\2009-161 –agrt – Sault College - APH

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

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Purchaser")

OF THE FIRST PART

- and -

THE SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(hereinafter referred to as the "Vendor")

OF THE SECOND PART

1.0 BACKGROUND

1.1 The City has been awarded the opportunity by the Infrastructure Stimulus Fund to develop and construct a 70,000 square foot office and educational building (the "Building") for the promotion of health and prevention of disease on the lands owned by the Vendor as more particularly described herein.

1.2 The Purchaser has agreed to lease the Building to the Board of Health for the District of Algoma Health Unit ("APH").

1.3 The Building will contain four state of the art classrooms with video conferencing capabilities (the "Classrooms") and the Vendor is entering into an agreement with APH for the shared use of the Classrooms.

1.4 In order to facilitate the construction of the Building the Vendor has agreed to sell the lands described herein subject to the terms and conditions contained in this Agreement.

2.0 OFFER TO PURCHASE

2.1 The Purchaser offers to purchase from the Vendor all of the Vendor's right, title and interest in lands and premises on the east side of Willow Avenue, in the City of Sault Ste. Marie, in the District of Algoma illustrated on the draft reference plan annexed hereto as Schedule A being part of PIN 31529-0139(LT) together with and subject to such utility easements and rights-of-way as may be required by the parties to service and access their respective properties (the "Real Property") as more specifically set forth in Schedule B.

2.2 Notwithstanding anything contained in paragraph 2.1 or in Schedule B hereto any easement granted to the Purchaser over Part 6 shall be subject to the right of the Vendor to construct a loading dock on the easement without the consent of the Purchaser.

3.0 PURCHASE PRICE AND PAYMENT

3.1 The purchase price payable for the Real Property shall be the sum of TEN DOLLARS (\$10.00) of lawful money of Canada (the "Purchase Price"), payable by the Purchaser to the Vendor by certified cheque on closing subject to the usual adjustments.

4.0 GOODS AND SERVICES TAX

4.1 The parties hereto acknowledge and agree that the Purchaser is registered under the Excise Tax Act, S.C. 1990, as amended, and shall pay and remit any applicable goods and services tax exigible in connection with this transaction (the "G.S.T."), on its own, during the Purchaser's next reporting period for G.S.T. purposes following the closing of this transaction. Accordingly, the only document that the Purchaser shall be obliged to provide the Vendor on Closing in this regard shall be written confirmation of the G.S.T. registration number assigned to the Purchaser (issued by Revenue Canada, Customs, Excise and Taxation Branch), together with a statutory declaration sworn by an authorized signing officer of the Purchaser confirming that:

- a) such registration has not been revoked;
- b) the Purchaser will, on closing, be the sole beneficial owner of the Real Property; and
- c) the Vendor is indemnified and saved harmless from and against any and all obligations for G.S.T., including interest and penalties.

4.2 The parties acknowledge that G.S.T. is in addition to, and not included in, the Purchase Price. In the event the Purchaser does not, on closing, provide the written confirmation and statutory declaration described in Section 5.1 hereof, the Purchaser shall pay and the Vendor shall collect and remit the G.S.T. that is exigible in connection with this transaction.

5.0 ACCEPTANCE

5.1 The Purchaser agrees that this Offer shall remain open for acceptance and shall be irrevocable by the Purchaser until 5:00 p.m. on the 28th day of September, 2009 after which time if not accepted by the Vendor this Offer shall be null and void and the deposit shall be refunded to the Purchaser without interest or deduction.

6.0 TITLE

6.1 The Purchaser shall be allowed until 5:00 p.m. on the 28th day of September, 2009 to examine at the Purchaser's own expense the title to the Real Property, and to satisfy itself that the title to the Real Property is good and free from all registered restrictions, mortgages, charges, liens, and encumbrances.

6.2 If within the time specified in Section 5.1 hereof any valid objection to title is made in writing to the Vendor or its solicitor which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and neither party shall be liable or responsible under this Agreement to the other for any costs, expenses or damages whatsoever.

7.0 CONDITIONS OF CLOSING

7.1 The completion of this purchase and sale transaction by the Purchaser shall be conditional on the following:

- (a) on the Closing Date the Real Property will be in substantially and materially in the same state as at the date of the acceptance of this Offer;
- (b) on the Closing Date all representations and warranties of the Vendor in this Agreement shall be true as if made on that date; and
- (c) on or before Closing the Purchaser shall have entered into an Infrastructure Stimulus Fund Contribution Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture and Infrastructure and Minister of Agriculture, Food and Rural Affairs.

7.2 The parties hereto hereby confirm and agree that all of the conditions contained in paragraphs 7.1 are included for the sole benefit of the Purchaser, and notwithstanding that any or all of same may be a true condition precedent (whether deemed to be so by a court of competent jurisdiction or otherwise), any or all of the aforesaid conditions may be unilaterally waived, in whole or in part, by the Purchaser at any time prior to the expiry of the times set forth in paragraphs 7.1(a) to (c), by notice in writing delivered to the Vendor or their solicitor or agent. In the event that any or all of the aforesaid conditions have not been satisfied or waived by the Purchaser by such time, then notwithstanding anything else contained in this Agreement to the contrary, this Agreement shall be automatically terminated and of no further force or effect, and the Vendor shall forthwith refund all deposit monies to the Purchaser and neither of the parties hereto shall thereafter be liable to the other for any costs or damages suffered or incurred as a result of this Agreement or the termination thereof pursuant to the foregoing provisions hereof.

7.3 The obligation of the Vendor to complete the within transaction is conditional until Closing on the following:

- (a) the Purchaser entering into a lease with APH for the Building;
- (b) the Vendor entering into an agreement with APH satisfactory to the Vendor for the shared use of the four state of the art Classrooms; and
- (c) the Vendor and APH entering into an agreement for the construction by APH of a physical link between the Building and the Vendor's facilities containing specifications and terms satisfactory to the Vendor acting reasonably.

7.4 The Purchaser covenants with the Vendor that the Purchaser shall, at the expiration of the term or earlier termination of the lease referred to in paragraph 7.3 hereof, re-convey the Real Property to the Vendor free and clear of all encumbrances. The Purchaser further covenants and agrees with the Vendor during the term of the aforesaid lease that the Purchaser shall not convey or lease the Building without the express written consent of the Vendor. The Purchaser shall, on Closing, register the within covenant on title to the Real Property pursuant to Section 118 of the Land Titles Act.

8.0 DATE OF CLOSING

8.1 This Agreement shall be completed on the 30th day of September, 2009 (the "Closing Date" or "Closing") unless otherwise agreed to in writing by the parties hereto at which time, subject to Section 8.2, vacant possession of the Real Property shall be delivered to the Purchaser.

8.2 The Vendor undertakes and agrees that the Vendor shall, within one (1) year following Closing, remove at its expense all buildings (known as F-Wing) on the Real Property including removal of all foundations.

10(b)

8.3 During the construction of the Building the Vendor shall have uninterrupted access to its buildings known as F Wing, B Wing and C Wing. The Vendor shall participate in any decisions which may impact the operation of the Vendor during the construction phase. The Vendor shall have uninterrupted access to F Wing until the 31st day of May, 2010.

9.0 VENDOR'S REPRESENTATIONS AND WARRANTIES

9.1 The Vendor hereby warrants and represents the following matters to the Purchaser (hereinafter collectively referred to as the "Warranties"), and it is hereby acknowledged and agreed that the Purchaser has relied upon the truthfulness and accuracy of the Warranties in entering into this Agreement and that such Warranties shall also be deemed and construed to be conditions of closing, as hereinafter provided:

- a) that to the best of the Vendor's knowledge, information and belief the Real Property has not, as of the date hereof, been contaminated by any dangerous, toxic or hazardous substances (namely any pollutant, contaminant, waste or other substance, whether solid, liquid or gaseous in form, which when released into the natural environment may, based upon reasonably authoritative information then available concerning such substance immediately or in the foreseeable future directly or indirectly cause material harm or degradation to the natural environment or to the health or welfare of any living thing, including without limitation, any substance or matter defined or designated as hazardous or toxic under the Environmental Protection Act R.S.O. 2000, as amended, or under any other applicable environmental legislation);
- b) that the Vendor shall not encumber the Real Property subsequent to the date of acceptance;
- c) that to the best knowledge and belief of the Vendor there are not presently and shall not be on the Closing Date any suits, actions or other proceedings pending or threatened against the Vendor at law or in equity which may effect the title of the Vendor to the lands or the right of the Vendor to complete this Agreement in accordance with its terms; and
- d) that the Vendor has not received any notice of expropriation of the Real Property or any parts thereof and is not aware of any proposed expropriation, amalgamation or other reorganization by any authority having jurisdiction; and

10.0 DOCUMENTS TO BE DELIVERED ON CLOSING

10.1 In addition to any other documents, matters or things required to be delivered to the Purchaser pursuant to the terms and provisions hereof, the Vendor covenants and agrees to deliver to the Purchaser (or to the Purchaser's solicitor), on or before closing, each of the following:

- a) a statutory declaration of the Vendor, having personal knowledge of this transaction and of the facts declared, wherein the declarant confirms that to the best of the declaring person's knowledge, information and belief, the Warranties are, and continue to be as of the closing date, true and correct in all material respects;
- b) Deed/Transfer of Land containing statements contemplated by Section 50(22) of the Planning Act, R.S.O. 2000;
- c) Undertaking to remove buildings pursuant to Section 8.2;
- d) Access agreement pursuant to Section 8.3; and
- e) Such other documents as may be reasonably necessary for the completion of this transaction.

11.0 NOTICES

11.1 Any notices or documents required or desired to be given or delivered to either of the parties hereto shall be in writing, and shall be personally delivered by hand/courier or by telefax to the intended party or parties as follows:

TO THE PURCHASER: THE CORPORATION OF THE CITY OF SAULT STE. MARIE
99 Foster Drive
Sault Ste. Marie, ON P6A 6N1

ATTENTION: City Solicitor

TO THE VENDOR: THE SAULT COLLEGE OF APPLIED
ARTS AND TECHNOLOGY
443 Northern Avenue East
Sault Ste. Marie, ON

ATTENTION: Vice President of Finance and Administration

11.2 All notices and documents shall be delivered by hand/courier or by telefax only on business days (excluding Saturdays, Sundays and statutory holidays), and shall be deemed to have been received on the day that same has been so delivered or telefaxed, on the express understanding that any document or notice delivered or telefaxed after 5:00 p.m. shall be deemed to have been received on the next business day following the date of such delivery or telefax transmission (as the case may be), and provided further that if so telefaxed, a confirmation of such telefax transmission must be received by the transmitting party at the time of such transmission otherwise same will be deemed not to have been properly or sufficiently telefaxed to the intended party.

11.3 Either party hereto may, from time to time and by written notice delivered to the other party in the manner aforesaid, change the address or telefax number to which its notices are to be delivered or telefaxed, as the case may be.

12.0 PLANNING ACT

12.1 This Agreement shall be effective to create an interest in the Real Property only if the Vendor complies with the subdivision controls of the Planning Act by completion and Vendor covenants to proceed diligently, at its expense, to obtain any necessary consents by completion.

13.0 ELECTRONIC REGISTRATION

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

14.0 INTERPRETATION

- 14.1 Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
- 14.2 Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the date for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.
- 14.3 This Agreement shall constitute the entire agreement between the Purchaser and the Vendor. The parties acknowledge that other than as herein set out there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or express or implied which induced either party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the Real Property or which is supported hereby other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the content. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- 14.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 14.5 The Purchaser shall have the right, at any time prior to closing, to assign this Agreement to another corporation controlled by the Purchaser and upon such assignment all liability of the Purchase hereunder shall be at an end..
- 14.6 This Agreement shall not be amended, altered or modified except by memorandum in writing signed by or on behalf of the parties hereto and any amendment, alteration or modification hereof shall be null and void and shall not be binding unless made and recorded as aforesaid.
- 14.7 The Purchaser agrees that acceptance, rejection or modification of this Agreement transmitted by "FAX" document transmission will be legal and binding upon all parties.

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: Mayor John Rowslett
 Per: City Clerk Donna Irving
 I/We have authority to bind the Corporation

THE SAULT COLLEGE OF APPLIED
ARTS AND TECHNOLOGY

Per: _____
 Per: _____
 I/We have authority to bind the Corporation

SCHEDULE B

**Parts on draft Reference Plan to be conveyed
from Sault College to Algoma Public Health**

Parts 1, 2, 3, 4, 5, 7, 8, 10, 11, 14, 15, 16 and 25

Reserving to Sault College the following Easements

1. Electrical Easement - Parts 2, 5 and 25
2. Storm Sewer - Parts 8, 11 and 15
3. Sanitary Sewer - Part 15

Together with the following Easements in favour of Algoma Public Health:

- a) Water - Part 6
- b) Storm Sewer - Parts 6, 12, 17, 18, 19, 22, 23, 24 and 26
- c) Sanitary - Parts 13, 23 and 26
- d) Right-of-Way - Parts 9, 12, 18, 19, 20, 21, 22, 23, 24, 26, 27 and 28

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2009-162**

AGREEMENTS: (P.4.5.368) A by-law to authorize an agreement with the City and Algoma Public Health for the use of facilities in the Willow Avenue side of Sault College Centre.

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

1. EXECUTION OF DOCUMENTS

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 28th day of September, 2009 and made between the City and Algoma Public Health for the use of facilities in the Willow Avenue.

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 28th day of September, 2009.

MAYOR - JOHN ROWSWELL

CLERK - DONNA IRVING

Staff/By-laws/2009 2009-162 Agreement -OfficeSpace-Sault College

NOTICE

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

CITY SOLICITOR

THIS LEASE made the 28th day of September, 2009,

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")

- and -

**THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA HEALTH UNIT
OPERATING AS ALGOMA PUBLIC HEALTH**

(the "Tenant")

WITNESSETH AS FOLLOWS:

Article 1 — Background, Basic Terms, Definitions

1.1 Background

- (a) Pursuant to an Infrastructure Stimulus Fund Contribution Agreement entered into between the Landlord as Recipient and 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, the Landlord has agreed to develop and construct on those lands conveyed to the Landlord by The Sault College of Applied Arts and Technology (the "College" municipally known as 294 Willow Avenue, Sault Ste. Marie, Ontario a 70,000 square foot office and educational building (the "Premises") for the promotion of health and prevention of disease all in accordance with the plans and specifications prepared by EPOH Inc. and approved by the Landlord and the Tenant.
- (b) The Tenant has agreed to lease the Premises from the Landlord upon completion of the construction thereof.

1.2 Basic terms

- (a) Landlord: The Corporation of the City of Sault Ste. Marie
Address: 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5N1
- (b) Tenant: The Board of Health for the District of Algoma Health Unit operating as Algoma Public Health
- (c) Premises: the lands and premises municipally known as 294 Willow Avenue, Sault Ste. Marie, Ontario.
- (d) Term: As set forth in Section 2.2.
- (e) Basic Annual Rent (Section 4.1) Ten Dollars (\$10.00) per year.

- (f) Permitted Use (Section 7.1): Office and educational building for the promotion of health and prevention of disease.

1.3 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means payments on account of the Landlord's insurance, payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent, payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) "Building Systems" means:
 - (i) the HVAC System and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and
 - (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;
- (d) "Commencement Date" means the date set out in Section 2.2, as such may be varied pursuant to the terms of this Lease;
- (e) "Event of Default" has the meaning set out in Section 13.1;
- (f) "HVAC System" means all interior climate control (including heating, ventilating, and air-conditioning) systems, installations, equipment and facilities in or servicing the Premises;
- (g) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (h) "Premises" means the lands and premises identified in Section 1.1(c) and all rights and easements appurtenant thereto;
- (i) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time

by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Premises or its interest therein;

- (j) "Rent" means all Basic Rent and Additional Rent;
- (k) "Rental Taxes" means any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date of this Lease or hereinafter imposed by any governmental authority, including, without limitation, Goods and Services Tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
- (l) "Term" means the period specified in Section 1.1(d) and, where the context requires, any renewal, extension or overholding thereof.

Article 2 — Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises.

2.2 Term

The Term shall commence on the date the Premises are fully commissioned and ready for occupancy by the Tenant and shall end ninety-nine (99) years following the commencement date.

2.3 Conveyance at End of Term

At the expiration of the Term or upon the earlier termination of the Lease in accordance with the provisions hereof, whichever shall first occur, the Landlord shall convey the Premises to the College free and clear of all encumbrances. During the term of this Lease the Landlord shall not convey or lease the Premises without the express written consent of The College.

Article 3 — Rent

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3.1 Covenant to Pay, Net Lease

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Premises, and that the Tenant shall pay, as Additional Rent, all charges, impositions and expenses of every nature and kind relating to the Premises in the manner hereinafter provided, and the Tenant covenants with the Landlord accordingly.

3.2 Rental Taxes

The Tenant will pay to the Landlord the Rental Taxes assessed on: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension thereof. The Rental Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though they were Additional Rent.

Article 4 — Basic Rent

4.1 Basic Rent

The Tenant covenants and agrees to pay on the Commencement Date and annually thereafter to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, as annual Basic Rent, the sum set out in Section 1.2(e) of this Lease.

Article 5 — Additional Rent

5.1 Additional Rent

- (1) In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent the following costs incurred and attributable to the entire Premises:
 - (a) the cost of the Landlord's insurance as provided herein;
 - (b) all Realty Taxes levied, rated, charged or assessed on or in relation to the Premises;
 - (c) all charges, costs, accounts and any other sums payable by reason of the supply of utilities and services to the Premises; and
 - (d) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.
- (2) All of the payments set out in this Lease shall constitute Basic Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise, and

whether or not paid as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that is has against the Tenant for default in payment of Basic Rent.

5.2 Realty Taxes

The Tenant shall pay to the Landlord, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term, on or in relation to the Premises, or any part thereof, in accordance with the following:

- (a) payment shall be due in equal monthly installments over each calendar year or such shorter period as required such that the Landlord will have in its hands an amount sufficient to pay each installment of Realty Taxes when due to the taxing authorities. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal monthly installments and notify the Tenant in writing of such estimate. From time to time during the year, the Landlord may re-estimate the amounts payable for such year, in which event the Landlord shall notify the Tenant in writing of such re-estimate and fix monthly installments for the remaining balance of such year; and
- (b) if the Landlord so directs, the Tenant shall pay Realty Taxes directly to the taxing authorities. In that event, the Tenant shall make payment, on or before the due date, of each installment and shall provide to the Landlord, on demand, evidence of payment in the form of receipted bills.

5.3 Landlord's Insurance Costs

The Tenant shall pay to the Landlord, as Additional Rent, all costs of the Landlord in maintaining its insurance as contemplated herein in accordance with the following:

- (a) payment shall be due in equal monthly installments over each calendar year or such shorter period as required, such that the Landlord will have in its hands an amount sufficient to pay its insurance invoices. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal monthly installments and notify the Tenant in writing of such estimate. From time to time during the year, the Landlord may re-estimate the amounts payable for such year, in which event the Landlord shall notify the Tenant in writing of such re-estimate and fix monthly installments for the remaining balance of such year; and
- (b) if the Landlord so directs, the Tenant shall reimburse it for the cost of insurance on demand.

5.4 Annual Readjustment of Additional Rent

As soon as practicable after the expiration of each year, the Landlord shall make a final determination of Realty Taxes and other estimated Additional Rent, based on the actual costs incurred therefor by the Landlord, and shall notify the Tenant of such determination, providing reasonable details as to the breakdown and calculation thereof. If there has been a shortfall in the amounts payable by the Tenant for such period, the Tenant shall pay such shortfall within twenty (20) days after delivery of the Landlord's notice. Any overpayment may be paid by the Landlord to the Tenant without interest, or credited to the Tenant's account and held by the Landlord without interest, to be applied to payments falling due under this Lease. In the event of any dispute, the report of the Landlord's auditor or accountant as to Additional Rent shall be conclusive as to the amount thereof for any period to which such report relates. Neither the Landlord nor the Tenant may claim any adjustment on account of Additional Rent for any fiscal period more than two (2) years after the date of delivery of the statement for such period.

Article 6 — Utilities and Building Systems

6.1 Payment for Utilities

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises. The Tenant shall contract with and pay the supplier directly. The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant which consume or are likely to consume large amounts of electricity or other utilities and, on request, shall promptly provide the Landlord with a list of all installations, appliances and machines used in the Premises.

6.2 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Premises, and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.3 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

6.4 Building Systems

The Tenant shall, throughout the Term, operate, maintain, repair, replace and regulate the Building Systems in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in a good and working order.

Article 7 — Use of Premises

7.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(f), and for no other purpose.

7.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. Without limiting the generality of the foregoing:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and
- (b) on the termination of this Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Premises.

7.3 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

Article 8 — Maintenance, Repairs and Alterations of Premises

8.1 Tenant's Obligations

The Tenant covenants to keep the Premises in a good and reasonable state of repair consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises. The obligations of the Tenant include, without limitation, snow removal and pest control for the Premises, maintenance and gardening of the Premises, painting and decorating, and maintenance of and repairs to the parking lot. The Tenant shall be responsible for all repairs and replacements arising from structural defects or

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weaknesses. For greater clarity it is understood and agreed between the parties that the Tenant shall be responsible for:

- (a) structural repairs and replacements including, without limitation, the cost of replacement of the roof or any component thereof (such as a roof deck or roof membrane);
- (b) capital repairs and replacements to the parking lot, driveways and other access facilities; and
- (c) capital repairs and replacements to the Building Systems and utility systems.

8.2 Construction Liens

If any construction or other lien or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

8.3 Removal of Improvements and Fixtures

- (1) All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term, except that:
 - (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
 - (b) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, such removal to be completed on or before the end of the Term.
- (2) The Tenant shall, at its own expense, repair any damage caused to the Premises by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any Building Systems or light fixtures. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

Article 9 — Insurance and Indemnity

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9.1 Tenant's Insurance

- (1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
 - (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
 - (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require from time to time;
 - (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;
 - (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months;
 - (e) plate glass insurance with respect to all glass windows and glass doors in or on the Premises for the full replacement value thereof, and
 - (f) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time.
- (2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 9.1(a) and 9.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in Sections 9.1(b) and 9.1(d) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall

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contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

- (3) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord whether or not any loss is caused by the act, omission or negligence of the Landlord. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

9.2 Landlord's Insurance

The Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

9.3 Increase of Landlord Premiums

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Premises or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Premises, the Tenant shall pay any such increase in premiums as Additional Rent forthwith after invoices for such additional premiums are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The Tenant shall comply promptly with all requirements and recommendations of the Insurer's Advisory Organization of Canada (or any successor thereof), or of any insurer now or hereafter in effect, pertaining to or affecting the Premises.

9.4 Tenant Indemnity

The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal

injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

9.5 Mutual Release

- (1) Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:
 - (a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Tenant's insurance (but not the Landlord's) shall be deemed to be proceeds of insurance received; and
 - (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.
- (2) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the willful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:
 - (a) damage to property of the Tenant or others located on the Premises;
 - (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;
 - (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
 - (d) any indirect or consequential damages suffered by the Tenant.

Article 10 — Assignment and Subletting

10.1 Assignment, Subletting

The Tenant shall not assign or sublet or part with possession of the Premises save and except for an agreement between the Tenant and the College for the use of the Tenant's classrooms and any other agreements that the Tenant may enter into with providers of health care services and programs.

Article 11 — Quiet Enjoyment

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11.1 Quiet Enjoyment

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

Article 12 — Damage and Destruction

12.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty the Landlord shall repair and rebuild the Premises to such extent as insurance proceeds are available. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

In the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Premises or are not payable to or received by the Landlord, the Landlord may elect, within thirty (30) days of such damage or destruction, on written notice to the Tenant, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant.

12.2 Certificate Conclusive

Any decisions regarding the extent to which the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

12.3 Landlord's Work

In performing any reconstruction or repair, the Landlord may effect changes to the Premises and its equipment and systems shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

12.4 Expropriation

- (1) If at any time during the Term any public body or paramount authority shall take or expropriate the whole or a portion of the Premises, then the following provisions shall apply:
 - (a) if such expropriation or compulsory taking does not materially affect the Tenant's use or enjoyment of the Premises, then the whole of the compensation awarded or settled, whether fixed by agreement or otherwise, shall be paid or received by the Landlord,

and the Tenant assigns, transfers and sets over unto the Landlord all of the right, title and interest of the Tenant therein and thereto, and this Lease shall thereafter continue in effect with respect to the remainder of the Premises, without abatement or adjustment of Rent; and

- (b) if such expropriation or compulsory taking does materially affect the Tenant's use or enjoyment of the Premises, then, at the Landlord's option: (i) this Lease shall be deemed to terminate and the Term shall terminate on the date on which the expropriating or taking authority requires possession of the lands so expropriated or taken; or (ii) the Premises shall be adjusted to exclude the area so taken, the Landlord shall complete any work required to the Premises as a result of such taking (excluding any work relating to any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant) and the Rent shall be adjusted if the Rentable Area of the Premises changes as a result of such taking. In either event the Landlord shall be entitled to receive the entire compensation awarded or settlement, whether fixed by agreement or otherwise, save and except for the portion thereof that is specifically awarded or allocated in respect of the leasehold improvements or other interests of the Tenant.
- (2) The Landlord and the Tenant will cooperate with each other regarding any expropriation of the Premises or any part thereof so that each receives the maximum award to which it is entitled at law.

Article 13 — Default

13.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord to the Tenant:
 - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;

- (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant or any Indemnifier;
- (e) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (f) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (g) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (h) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (i) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

13.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 13.2(a) or proceeding under Section 13.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor;
 - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate their reletting; and

10(c)

- (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith; and
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises.

Article 14 — General

14.1 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

14.2 Notices

- (1) Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.2(a) or (b), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in

writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

- (2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

14.3 Registration

The Tenant may register a notice of this Lease provided that:

- (a) a copy of the Lease is not attached;
- (b) no financial terms are disclosed; and
- (c) the Landlord gives its prior written approval to the notice.

Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

14.4 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

14.5 Severability

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease.

14.6 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

14.7 Successors and Assigns

10(c)

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

IN WITNESS WHEREOF the parties have duly executed this Lease.

LANDLORD: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Name: John Rowsell
Title: Mayor

Per: _____
Name: Donna Irving
Title: City Clerk

**TENANT: THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA
HEALTH UNIT OPERATING AS ALGOMA PUBLIC HEALTH**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2009-163**

AGREEMENTS: (P.4.5.368) A by-law to authorize an agreement with the City and Algoma Public Health to provide for the City assigning the design and construction of project for Algoma Public Health.

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 28th day of September, 2009 and made between the City and Algoma Public Health to provide for the City assigning the design and construction of Algoma Public Health's new office facility project to Algoma Public Health.

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 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CLERK – DONNA IRVING

Staff/By-laws/2009 2009-163-Project Agreement - APH

NOTICE

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

CITY SOLICITOR

This Project Agreement made as of the 28th day of September, 2009.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

**THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA
HEALTH UNIT, operating as ALGOMA PUBLIC HEALTH**

(hereinafter referred to as "APH")

OF THE SECOND PART

1.0 Background

1.1 The City has been awarded the opportunity by the Infrastructure Stimulus Fund to develop and construct a 70,000 square foot office and educational building (the "Project") for the promotion of health and prevention of disease on certain lands owned by the City located at 294 Willow Avenue in the City of Sault Ste. Marie;

1.2 The City has entered into an Infrastructure Stimulus Fund contribution Agreement (the "Contribution Agreement") with 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 defining the terms and conditions of the financial contribution from the Governments of Canada and Ontario to assist with the Project.

1.3 APH is providing funding equal to the difference between the Project Costs and funding provided in the Contribution Agreement. Pursuant to the Health Protection and Promotion Act APH has the authority to borrow money.

1.4 APH has agreed to provide its services to the City in connection with the design, development and construction of the Project in accordance with the Contribution Agreement and to meet APH's own requirements.

2.2 Consideration

2.1 In consideration of the payment of Ten Dollars (\$10.00) by each to the other and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as contained herein.

3.0 Definitions

3.1 All terms used herein with initial capital letters are not otherwise defined herein shall have the meanings ascribed thereto in the Contribution Agreement. In addition, in this Agreement the following terms shall have the following meanings, respectively:

"Agency Services" has the meaning ascribed to such term in Section 4.2.

"Applicable Law" means, all laws, by-laws, rules, regulations, order, ordinances, or other instruments having the force of law of any:

- (i) federal, provincial, regional, municipal, local or other government, governmental or public department, court, tribunal, arbitral body, commission, board, official, minister, bureau or agency;
- (ii) commission, board or authority of any of the foregoing; or
- (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"Approvals" means all approvals, licences, authorizations and permits from municipal, federal, provincial, regional and other governmental authorities, agencies and bodies necessary to permit the financing, construction and opening of the Project as contemplated in the Contribution Agreement.

"Architect's Certificate" means a certificate from the Project Architect confirming the value of work completed to date, that the work to date is in accordance with the Design Specifications, the estimated completion date and cost to complete the Project.

"Business Day" means any day that is not a Saturday, Sunday or statutory or civic holiday in Sault Ste. Marie, Ontario.

"Bridge Financing" has the meaning ascribed thereto in Section 4.9.

"Construction Contract" means the Construction Contract to be entered into between the City and the successful bidder.

"Contractor" means the successful bidder named in the Construction Contract.

"Contribution Agreement" has the meaning ascribed thereto in Section 1.2.

"Design Specifications" means those drawings, plans and specifications delivered by APH and reviewed and approved by the City as part of the design and construction process.

"FF&E" means furniture, fixtures and equipment necessary for the operation and maintenance of the Project to be supplied and installed by APH at its cost.

"FF&E Costs" means all of the costs of acquiring the FF&E required for the Project.

"Project" has the meaning ascribed thereto in Section 1.1.

"Project Architect" or "Architect" means the architect selected by APH to design and oversee the construction of the Project.

"Project Costs" means all of the costs of developing, constructing and financing the Project, including:

- a) demolition;
- b) site work;
- c) construction;
- d) development fees, assessments, building permits and inspection charges related to construction;
- e) insurance expense payable in respect of periods preceding the beginning of the Lease term;
- f) realty taxes payable in respect of period preceding the beginning of the term of the Lease;
- g) utility accounts and other expenses related to the ownership and possession of the Project in respect of periods preceding the commencement of the term of the Lease;
- h) all applicable GST net of all available input tax credits;
- i) applicable provincial sales tax net of any available refunds;
- j) Bridge Financing costs, FF&E and Soft Costs.

"Soft Costs" means professional fees for architects, engineers, consultants, etc..

4.0 APH Responsibilities

4.1 Contribution Agreement. APH agrees to abide by the terms of the Contribution Agreement and to do all things that are necessary to ensure the Project is developed to

comply with all the requirements under the Contribution Agreement to the extent that such matters are within APH's care and control. If there are any inconsistencies or conflicts between the Contribution Agreement and this Agreement the terms of the Contribution Agreement shall prevail. The provisions of Section 5.11 of the Contribution Agreement are incorporated herein by reference thereto with such changes as may be necessary to give effect to the intent and meaning of Section 5.11.

4.2 Agency Services. APH shall perform the following services (the "Agency Services"):

- a) apply for and obtain the Approvals; and
- b) complete the design and construction of the Project including the tendering of the Project and the selection of the successful bidder;

all in accordance with, and as elaborated in Sections 4.4 and 4.6.

4.3 Relationship of Parties. APH will provide the Agency Services to the City as the City's agent in accordance with the terms and conditions of this Agreement. Nothing contained in this Agreement shall be construed as making the parties (or their respective successors and assigns) partners, joint ventures or employees of each other. Except in connection with the rendering of the Agency Services, nothing contained in this Agreement shall be construed as making APH or any of its employees or agents an agent of the City.

4.4 Approvals. APH, in consultation with the City will be responsible for obtaining all Approvals. The City shall co-operate fully in all respects with APH in applying for and obtaining the Approvals and the completion of or execution of such documents as APH may reasonably require. Any Approvals shall be applied for and obtained in the name of or on behalf of the City, other than those related to the operation of the Project which shall be applied for and obtained in the name of APH.

4.5 Reporting. APH shall regularly report to the City on the progress of the development and construction of the Project and may make from time to time such recommendations to the City respecting the development and construction as it considers appropriate or provide such assessments, reports or analysis as the City may reasonably require. APH shall report to the City on the status of construction and development activities more frequently when issues arise out of the normal course and will notify the City of the particulars of any material issues within five (5) Business Days of becoming aware of such particulars.

4.6 Construction. APH shall negotiate all contracts for construction related matters as agent for the City in compliance with the City's established procurement protocol and the requirements for tendering set forth in the Contribution Agreement. APH covenants and agrees that construction shall begin not later than six months after the date of the execution of the Contribution Agreement. APH will request all invoicing be addressed to

the City or to APH as agent for the City. APH shall manage the construction process. The City shall grant to APH, the contractor and its sub-contractors and their respective agents and employees access at all reasonable times to the Project during the period of construction.

4.7 Long Term Capital Management Plan. APH shall provide to the City all such information as may be required by the City in connection with the long term capital management plan to be prepared by the City in accordance with the provisions of the Contribution Agreement.

4.8 Applicable Law. APH shall be responsible for ensuring that the construction of the Project is completed in compliance with all Applicable Law including specifically the Occupational Health and Safety Act, Building Code Act (Ontario) and applicable environmental laws.

4.9 Bridge Financing. Prior to the start of construction APH shall arrange, at its cost, financing with a chartered bank satisfactory to the City (the "Bridge Financing Lender") in an amount sufficient to pay construction invoicing pending receipt by the City of the Financial Assistance pursuant to the Contribution Agreement.

4.8 Audit of Accounts and Records. APH will allow the City or any of its designated agents to view and/or audit the accounts and records relating to the Project Costs throughout the period of construction and after the completion of construction and specifically shall comply with the record retention and audit provisions contained in the Contribution Agreement.

5.0 Project Costs and Funding Procedure

5.1 Draft Claims. On or before the last day of each month (the "Applicable Month"), APH will cause the Contractor to submit a draft claim for Project Costs incurred in the Applicable Month. There will be a meeting at the Project on or before the fifth day of the month following the Applicable Month (the "Payment Month") between the Contractor, Architect and APH to review, revise and approve the draft claim for Project Costs. The City may, at its option, cause its advisers to attend at the Project to participate in the meeting.

5.2 Duties of Project Architect. APH shall instruct the Project Architect to:

- a) provide to APH and the City promptly on receipt, a copy of each application for payment by the Contractor received by the Project Architect from the Contractor;
- b) advise the City when it proposes to conduct its site review;
- c) carry out its site review and discuss the claim for Project Costs with APH and the City as may be requested by APH and the City; and

10(d)

- d) deliver the Architect's Certificate on or before the ninth (9th) day of the Payment Month.

5.3 Funding Request. APH shall provide to the City a funding request (the "Funding Request"), in a form acceptable to the City, itemizing the Project Costs and listing the payees and amounts for all Project Costs included in the draw and the total amount drawn to date. The Funding Request shall be delivered to the City as soon as available but not later than the fifteenth (15th) day of the Payment Month and shall include:

- i) the Contractor's application for payment including a statutory declaration from the Contractor regarding payment of subcontractors and suppliers and a clearance certificate issued by the Workplace Safety and Insurance Board); and
- ii) the Architect's Certificate.

6.0 Payment of Funding Request

6.1 City Review. The City shall review the Funding Request submitted by APH and, upon approval, shall make payment as directed in the Funding Request on the twenty-ninth (29th) day of the Payment Month. If the City raises any issue regarding the Funding Request, the City shall notify APH and meet with APH forthwith to resolve any outstanding concerns. The City shall make payment of all those portions of the Funding Request not directly related to the City's issues as required in this section and all those portions of the Funding Request related to the City's issues within five (5) days of the settlement of such issues.

6.2 Title Search. APH shall direct its legal counsel to provide up-dated title search reports to the City dated on the date set for the draw confirming that there are no liens registered against the Project. If a lien is registered against the Project, the City shall not be required to fund further Project Costs until the lien has been discharged or vacated.

6.3 Bridge Financing Requisition. At the same time as APH submits a Funding Request to the City APH shall submit a requisition for funds to the Bridge Financing Lender for an amount equal to the Funding Request. The City's obligation to make payment pursuant to any Funding Request is specifically conditional on the Bridge Financing Lender providing funds equal to the Funding Request.

6.4 City Claims Submission. The City agrees to file Claims Submissions in a timely fashion pursuant to the Contribution Agreement in accordance with the terms and requirements thereof. Upon receipt of payment pursuant to any Claims Submission, the City shall remit such payment directly to the Bridge Financing Lender.

6.5 Construction Liens. The City will maintain the holdbacks required pursuant to the Construction Lien Act (Ontario). APH shall not submit a Funding Request for any funds that should be held back pursuant to the Construction Lien Act (Ontario) until the

applicable holdback period has expired. Whenever any construction or other lien for work, labour, services or materials supplied to the Project or claims therefore shall arise or be filed, APH shall within seven (7) Business Days after receipt of notice thereof procure and register the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. APH shall also ensure that any claims against the City associated with such matter are discontinued as against the City. If APH fails to so register a discharge, the City may, but is not obliged to, after written notice to APH, make any payments required to procure and register such discharge. The City is entitled to be reimbursed by APH for any such payments.

6.6 Ineligible Costs. APH acknowledges and agrees that it shall be solely responsible for any Project Costs that are not Eligible Costs pursuant to the Contribution Agreement and costs in excess of the Allowable Financial Assistance pursuant to the Contribution Agreement.

6.7 Bonds, Letters of Credit. APH shall obtain from the Contractor the Performance Bonds and Labour and Material Bonds in favour of the City, in the case of the Performance Bonds in an amount of 100 percent of the value of the Construction Contract and in the case of the Labour and Material Bonds in an amount equal to 50 percent thereof subject to and in accordance with the provisions with respect to bonding contained in the Contribution Agreement. APH shall submit to the City evidence satisfactory to the City that such Bonds have been obtained pursuant to this Section.

6.8 Verification of Project Costs. APH will allow the City or any of its designated agents to view and/or audit the accounts and records relating to the Project Costs throughout the period of construction and after the completion of construction. APH agrees that it shall comply with the record retention and audit provisions contained in the Contribution Agreement.

7.0 Indemnities and Insurance

7.1 Indemnities. Each of APH and the City (each of which is hereinafter referred to as, an "Indemnifier") agrees, that it shall indemnify and hold harmless the other party and, subject to the provisions below, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or attributable to the Indemnifier's performance or failure to perform its respective obligations under this Agreement. In addition to the foregoing, APH shall indemnify the City and hold the City harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising in respect of the occupation of the Project by APH and construction of the Project other than claims arising as a result of the act or omission of the City, its agents (other than APH in its capacity as agent for the City), contractors and employees.

7.2 Insurance. During the term of this Agreement, APH shall insure or cause to be insured and keep insured the Project and all personal property associated therewith

against such perils and in such amounts as is usual for owners holding similar properties and assets. Insurance shall be put in place to the satisfaction of the City and APH and pursuant to the terms of the Contribution Agreement. Without limiting the generality of the foregoing, APH shall maintain or cause to be maintained:

- a) with respect to the Project, and all insurable property associated therewith through the course of construction, Builders Risk property insurance written on an all risks basis in an amount not less than 100% of the hard costs;
- b) comprehensive general liability insurance;
- c) upon installation of any such equipment or machinery, boiler and pressure vessel and machinery breakdown insurance for the full replacement value of the Project and all improvements therein;
- d) with respect to personal property, insurance in an amount not less than the full replacement costs thereof against loss or damage by fire or other insurable hazards or theft; and
- e) any and all other insurance coverage with the City reasonably required from time to time.

8.0 Contribution Agreement

8.1 Covenants, Representations and Warranties. Without limiting the generality of Section 4.1 hereof the APH covenants, represents and warrants with the City that it shall comply with all of the covenants, representations and warranties of the City contained in the Contribution Agreement to the same extent as if such covenants, representations and warranties were made directly by APH.

8.2 Events of Default. The events of default contained in the Contribution Agreement shall constitute events of default herein and the City shall be entitled to the remedies contained therein for the benefit of Her Majesty the Queen in Right of Ontario.

8.3 Audit Records and Audit. APH shall provide to the City all such records and documentation for the Project that may be required by the City in order to comply with the terms of the Contribution Agreement. In the event of an inquiry under the authority of subsection 7.1(1) of the Auditor General Act, APH shall provide to the City all records held by APH relating to the Project and the use of funds as may be required by the City for such inquiry.

9.0 Notice

9.1 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 pre-paid or by transmittal by facsimile, telecopy, e-mail or other electronic means of communication addressed to the respective parties as follows at the

To the City:

ATTENTION: City Solicitor

The Board of Health for the District of Algoma
Health Unit operating as Algoma Public Health
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1

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 a facsimile, e-mail 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 on the third business day following the day on which it was mailed.

10.1 City's Co-Operation. Whenever the approval of the City is required in this Agreement the City shall take all reasonable steps to consider and provide its approval or disapproval on a basis that will not unduly delay the schedule for the development of the Project.

10.3 No Assignment. This Agreement shall not be assigned by APH.

10(d)

10.4 No Amendment. This Agreement shall not be varied or amended except by a document in writing, dated and signed by both of the parties.

10.5 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

10.7 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 effect the construction or interpretation of this Agreement.

10.8 Severability. The validity or enforceability of any provision of this Agreement shall not effect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.

10.9 Counterparts. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts taken together shall constitute one and the same instrument. Execution of this Agreement may be made by facsimile signature which for all purposes shall be deemed to be an original signature.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: Mayor-John Rowswell

Per: City Clerk-Donna Irving

I/We have authority to bind the Corporation

**THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA
HEALTH UNIT, operating as ALGOMA PUBLIC HEALTH**

Per: _____

Per: _____

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-165

AGREEMENTS: (E.3.4) A by-law to authorize a contract between the City and General Contracting (Sault Ste. Marie) Ltd. for the reconstruction of Third Line East from Great Northern Road to 1,000 metres westerly. The work includes all associated work as well as a portion of the hub trail. (Contract 2009-14E).

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" hereto dated the 28th day of September, 2009 for and made between the City and General Contracting (Sault Ste. Marie) Ltd. for the reconstruction of Third Line East from Great Northern Road to 1,000 metres westerly. The work includes all associated work as well as a portion of the hub trail. (Contract 2009-14E).

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 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

DA \staff\by-laws\2009\2009-165 Eng. Contract 2009-14E

NOTICE

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CITY SOLICITOR

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2009-14E
Third Line Extension
Fort Creek to Great Northern Road**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 28th day of September in the year 2009
by and between

General Contracting (Sault Ste. Marie) Ltd. hereinafter called the
"Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the
"Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**CONTRACT NO. 2009-14E
THIRD LINE EXTENSION
FORT CREEK TO GREAT NORTHERN ROAD**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation: The Corporation of the City of
Sault Ste. Marie
P. O. Box 580
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

The Contractor: General Contracting (Sault Ste. Marie) Ltd.
812 Frontenac Street
Sault Ste. Marie, Ontario
P6A 5K9

The Contract Administrator: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4

10(e)

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – John Rowswell

(seal)

City Clerk - Donna P. Irving

THE CONTRACTOR

Company Name

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-168

AGREEMENT: (E.3.4.4.) A by-law to authorize an agreement between the City of Sault Ste. Marie and Bondfield Construction Company Limited for awarding tender for the Algoma Public Health Facility (APH).

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 28, 2009, in the form of Schedule "A" between the City and Bondfield Construction Company Limited for awarding tender for the Algoma Public Health Facility (APH).

SCHEDULE "A"

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

3. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

Bylaws\2009\2009-168-Agrt-Eng/on

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CITY SOLICITOR

EPOH

September 21, 2009

0539

The Corporation of the City of Sault Ste. Marie
 Engineering and Planning Department
 99 Foster Drive, Civic Centre - Level V
 Sault Ste. Marie, ON P6A 5X6

Attention: Jerry Dolcetti, Commissioner of Engineering and Planning
 Jeff Holmes, Chief Financial Officer, Algoma Public Health

Re: Algoma Public Health New Facility Project
 Tender Recommendation

Dear Sirs:

Attached please find a copy of the Tender Analysis Form for the above noted project, for your review and consideration. Tender submissions were received by the City Clerk's office at the City of Sault Ste. Marie on the 9th of September 2009. These submissions were opened in a public meeting in the Civic Centre at 2:30 p.m. the same day. Four tenders were received.

As your consultants, we have reviewed all the tender submissions and concluded, of the submissions received, the low bid received from Bondfield Construction Company Limited is complete, and meets the requirements of the tender call. The base tender amount included with their submission is \$18,395,000.00 plus GST.

We are pleased to inform you that this tender falls within the approved project budget. Therefore we recommend that their tender be accepted along with the following adjustments:

A variety of Separate and Alternate prices were requested in the tender documents of which we recommend the following be accepted for inclusion into this Contract.

- | | |
|---------------------|--|
| Separate Price #2 | Supply and Install Sun Shades to the exterior curtainwall of locations as indicated in the drawings.
[detailed description of Separate price included in the specification section 01200] |
| Alternate Price # 6 | Provide alternate clay masonry units to specific locations on the exterior of the building as described in the Specification.
[detailed description of Alternate price included in the specification section 01200] |
| Alternate Price #7 | Provide alternate Porcelain Tile as described in the Specification.
[detailed description of Alternate price included in the specification section 01200] |

Adjustment to the Subtrade List:

According to tender protocol set for this project, it is mandatory for the Mechanical HVAC sub-trade be prequalified. Bondfield and their Prime Mechanical Contractor did not carry a "pre-qualified" HVAC sub trade (as defined in the contract documents and related pre-qualification package). We recommend that the HVAC sub trade be changed to the lowest pre-qualified HVAC subcontractor. This would change the HVAC subtrade to Henderson Metal. As a result, the Tendered amount will be adjusted by an additional amount of \$575,000.00 (plus GST) to offset the differences required for this change. We have checked this price adjustment with our records and find it to be fair and consistent.

10(F)

Re: Algoma Public Health New Facility Project
 Tender Recommendation
 September 21, 2009
 Page 2 of 3

Furthermore, the contractor has requested to change to the Hardware sub trade from, "Northern" to "Architectural Hollow Metal", a local Sault Ste. Marie company. We are satisfied with Bondfield's rationale for requesting this change and do not hesitate to recommend the substitution. This request will not require a change in the Contract Price.

Attached find correspondence from the Bondfield construction related to the two revisions associated with the subtrade list for your references. Such revisions are permitted within the Contract Documents and under article 3.7 of the CCDC #2 2008. We find the remainder of the subtrades listed to be adequate for the project.

We therefore recommend that you award this contract to Bondfield Construction Company Limited as per the following:

Based tender amount submitted by Bondfield Construction:	\$ 18,395,000.00
Mechanical HVAC Subtrade adjustment, {extra amount of}:	575,000.00
Separate Price #2 Add the "Sun Shades", {extra amount of}:	15,000.00
Alternate Price #6 Add the Clay Masonry Units, {extra amount of}:	20,000.00
Alternate Price #7 Add the Porcelain Tile, {extra amount of}:	<u>22,000.00</u>
Total Construction Cost	\$ 19,027,000.00
plus GST (calculated at 5% of total construction cost)	\$ <u>951,350.00</u>
Total Contract Value	\$ 19,978,350.00

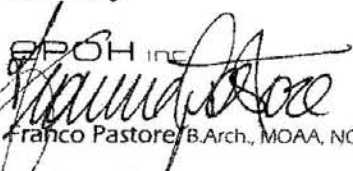
Bondfield Construction has indicated in their tender submission that the project will be complete within 78 weeks from date of tender award and indicated a calendar date of March 31, 2011. Should the contract be approved at the City Council meeting of 28 September 2009, the work of the contract should be complete (Substantially Performed) on or before March 31, 2011.

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

Should you have any questions, comments or require any additional information, please do not hesitate to contact the writer.

Yours truly,

EPCH inc.


 Franco Pastore, B.Arch., MOAA, NCARB, AIA

EP/ff

10(f)

Re: Algoma Public Health New Facility Project
Tender Recommendation
September 21, 2009
Page 3 of 3

cc: Jeff Holmes APH
 Dr. Alan Northan APH
 Ralph Robertson City Purchasing

Encl. Tender Analysis Form
 Letter/email] from Bondfield Construction dated Sept. 21, 2009.

Owner's Authorized Representative

The Corporation of the City of Sault Ste. Marie

Signature

Print Name Mayor John Rowsell

September 28, 2009
Date

City Clerk - Donna Irving



Bondfield
CONSTRUCTION COMPANY LIMITED
www.bondfield.com

10(f)

September 21, 2009

Fax: (705) 949-5292

EPOH Inc.
726 Queen Street East
Sault Ste. Marie, Ontario
P6A 2A9

Attention: Mr. Kenneth Oliver

Re: Algoma Public Health, Sault Ste Marie

Dear Mr. Oliver:

We refer to our tender form submitted for the Algoma Public Health, Sault Ste Marie dated September 9, 2009 and the List of Subcontractors named.

1. We are requesting to change the named architectural hardware subcontractor Northern to Hollow Metal Architectural Hardware. Northern was named in error and we had always intended to use Hollow Metal Architectural Hardware, as we carried their price and showed this in the tender breakdown. Also, Hollow Metal Architectural Hardware wrote the schedule and would be much better suited for this work as specified. There will be no extra cost to the Owner associated with this change.
2. To change the named HVAC subcontractor Kenagy Mechanical to Henderson Metal, there will be an increase of \$575,000. + GST to the contract price.

Bondfield Construction agree to indemnify the Algoma Public Health, The Corporation of the City of Sault Ste Marie, and its Consultants, in the event of any claims or recourse brought forward by Northern.

We trust this meets with your approval. If you require any additional information please contact our office.

Sincerely,

BONDFIELD CONSTRUCTION COMPANY LIMITED

for
John Aquino, P. Eng.
Vice-President & General Manager

JA/rr

Head Office: 407 Basaltic Road, Concord, Ontario L4K 4W8
T 416.667.8422 F 416.667.8462

Ottawa Office: 106-A Schneider Road, Kanata, Ontario K2K 1Y2
T 613.271.0440 F 613.271.0967

TOTAL P.01

09/21/2009 MON 18:12, [TX/RX NO 7218] 001

Project
Project Number
Tender Close
Supplemental Closing

Algoma Public Health
0539
9th Sept 2009 12:00 pm
9th Sept 2009 2:30 pm

Public

1-7

5% (\$1,000,000.00) Bid Bond or Certified Cheque
100% Performance and 50% Material Labour Payment

Opening Type
Addenda Issued
Bid Bond Requirements
Agreement to Bond Req.

TENDER ANALYSIS FORM

EPOH Inc.

TENDER ANALYSIS FORM													
Contractor	Time Received	A Addenda	B Tender Amount (\$)	C GST (\$) A+B	D Total Contract Price (\$)	F Completion Time (weeks from award)	G Bid Bond (received)	E Agree. to Bond (received)	H Appendix A Subcontractor List (received)	I Appendix B Separate & Alternate Prices (received)	J Appendix C Unit Prices (received)	K Appendix D Unsolicited Bidder's Alternatives (received)	Remarks
Bondfield Construction Company Limited	11:59	1-7	18,395,000.00	919,750.00	19,314,750.00	78	Yes	Yes	Yes	Yes	Yes	Yes	
Aquicon Construction Co. Ltd.	11:57	1-7	20,189,000.00	1,009,450.00	21,198,450.00	(March 31/11)	Yes	Yes	Yes	Yes	Yes	Yes	
Tom Jones Corporation	11:59	1-7	20,670,000.00	1,033,500.00	21,703,500.00	(not filled in)	Yes	Yes	Yes	Yes	Yes	Yes	
George Stone & Sons Ltd.	11:58	1-7	21,550,000.00	1,077,500.00	22,627,500.00	75	Yes	Yes	Yes	Yes	Yes	Yes	

TENDER ANALYSIS FORM

EPOH Inc.

	L	M	N	O	S	T	U	V	W	X	Y	AA
Contractor	Separate Price Number 1 Reliable Controls	Separate Price Number 2 Sun Shades	Separate Price Number 3 Planter Boxes	Separate Price Number 4 Patio Benches	Alternate Price Number 1 Cork Flooring	Alternate Price Number 2 Bamboo Flooring	Alternate Price Number 3 BASF / Polarfoam	Alternate Price Number 4 PVC roofing membrane	Alternate Price Number 5 Code Green	Alternate Price Number 6 Clay Masonry Units	Alternate Price Number 7 Porcelain Tile	Remarks
Bondfield Construction Company Limited	(20,000.00)	15,000.00	(48,000.00)	(18,000.00)	(105,000.00)	(28,000.00)	(1,000.00)	(140,000.00)	5,000.00	20,000.00	22,000.00	
Aquicon Construction Co. Ltd.	(30,000.00)	7,200.00	(84,000.00)	(42,000.00)	(78,000.00)	(28,000.00)	0.00	(11,000.00)	N/A	N/A	38,400.00	
Tom Jones Corporation	(51,500.00)	3,400.00	(75,200.00)	(19,180.00)	(176,000.00)	(51,000.00)	N/A	N/A	65,600.00	40,200.00	N/A	
George Stone & Sons Ltd.	via email	via email	via email	via email	(78,000.00)	(93,000.00)	via email	via email	via email	via email	via email	

1064

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-160

DEVELOPMENT CONTROL: A by-law to designate the lands located at 312 Alexandra Street an area of site plan control.

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

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 2000, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Junior Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the Planning Act and the Municipal Act.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

READ THREE TIMES and PASSED in Open Council this 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

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CITY SOLICITOR

/staff/ion/zoning/by-laws/2009-160

10(g)

SCHEDULE "A" TO BY-LAW 2009-160 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 28TH DAY OF SEPTEMBER, 2009.



SUBJECT PROPERTY MAP

APPLICATION A-21-09-Z

312 Alexandra Street



Metric Scale
1 : 1000

Maps
16 & 1-27



Subject Property

Mail Label
A21-09

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-164

PROPERTY SALE: (2005 Tax Sale) a by-law to authorize the conveyance of 254-258 Queen Street East to James R. McAuley, in Trust for the price of \$55,000.00 subject to the usual adjustments.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, ENACTS as follows:

1. LANDS DECLARED SURPLUS

The lands described as 254-258 Queen Street East surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described as **Firstly:** Lot 1 and the Easterly 5 feet of Lot 2 in the Delano Subdivision, Plan 1391, SAVING AND EXCEPTING the Northerly 20 feet thereof reserved for use as a lane (as previously described in Instrument #55210) **Secondly:** The South 178.8 feet of the West 23.4 feet of Lot 2, Delano Subdivision, Plan 1391 (as previously described in Instrument No. C-5056) to James R. McAuley, in Trust for \$55,000.00 subject to the usual adjustments.

3. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. EFFECTIVE DATE

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

Read THREE TIMES and PASSED in open Council this 28th day of September, 2009.

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CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-169

PROPERTY SALE: (2005 Tax Sale) a by-law to authorize the vesting of the property at 254-258 Queen Street East in the name of The Corporation of the City of Sault Ste. Marie pursuant to Section 379 of the Municipal Act .

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 379 of the Municipal Act, S.O. 2001, C. 25, ENACTS as follows:

1. VESTING ORDER

Pursuant to Section 379 of the Municipal Act The Corporation of the City of Sault Ste. Marie vests in its name the property at 254-258 Queen Street East, more particularly described as: **Firstly:** Lot 1 and the Easterly 5 feet of Lot 2 in the Delano Subdivision, Plan 1391, SAVING AND EXCEPTING the Northerly 20 feet thereof reserved for use as a lane (as previously described in Instrument #55210) **Secondly:** The South 178.8 feet of the West 23.4 feet of Lot 2, Delano Subdivision, Plan 1391 (as previously described in Instrument No. C-5056).

2. EFFECTIVE DATE

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

PASSED in open Council this 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

DA/Bylaws 2009/2009-169 property vesting 254-258 Queen St. E.

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CITY SOLICITOR

1065

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-167

REGULATIONS: (R.1.2.3) A by-law to amend By-law 2009-82 (a by-law to require the installation and maintenance of carbon monoxide alarms in all residential occupancies containing fuel fired appliances and/or attached garages).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10.2 of the Municipal Act, 2001, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

1. **BY-LAW 2009-82 AMENDED**

Section 2(ii) of By-law 2009-82 is deleted and replaced with the following:

- 2(ii) in the case of a Multi Unit Residential structure where a fuel burning appliance is installed in a service room that is not a suite of residential occupancy, a carbon monoxide detector shall be installed, in each suite of residential occupancy that is adjacent to the service room and in the service room and shall be audible within the floor area.

2. **EFFECTIVE DATE**

This by-law is effective from the day of its final passing.

READ THREE TIMES and PASSED in Open Council this 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

/staff/by-laws 2009-167CarbonMonoxideR.1.2.3/on

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CITY SOLICITOR

10(k)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-166

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of Third Line East (for extended periods) from Great Northern Road to 1,000 metres westerly.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF THIRD LINE EAST (FOR EXTENDED PERIODS) FROM GREAT NORTHERN ROAD TO 1,000 METRES WESTERLY**

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Third Line East (for extended periods) from Great Northern Road to 1,000 metres westerly from September 29, 2009 to September 30, 2010.

2. **EFFECTIVE DATE**

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

Read THREE times and PASSED in open Council this 28th day of September, 2009.

MAYOR - JOHN ROWSWELL

CLERK - DONNA IRVING

DA BYLAWS\2009\2009-166 - TEMP ST CLOSING - THIRD LINE WEST

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CITY SOLICITOR

10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-159

ZONING: A by-law to amend Sault Ste. Marie Zoning by-laws 2005-150 and 2005-151 concerning lands located at 312 Alexandra Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. **312 ALEXANDRA STREET; LOCATED ON THE NORTH WEST CORNER OF HURON STREET AND ALEXANDRA STREET, APPROXIMATELY 10m FRONTAGE ALONG HURON STREET; CHANGE FROM R.3 TO C.I.S**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-27 of Schedule "A" to Zoning by-law 2005-150, is changed 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.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of by-law 2005-151 is amended by adding the following subsection 2(287) and heading as follows:

"2(287) 312 Alexandra Street

Despite the provisions of by-law 2005-150, the lands located on the north west corner of Huron Street and Alexandra Street, approximately 10m frontage along Huron Street, and having Civic No. 312 Alexandra Street and marked "subject property" on the map attached as Schedule 287 hereto is changed from R.3 (Low Density Residential) zone to C.I.S (Traditional Commercial) zone with a "special exception" to permit a taxi yard subject to the following special conditions applied to the taxi yard use only:

1. section 5.6.1(D) of bylaw 2005-150 is waived and more than 50% of the required parking may be supplied as stacked parking spaces.
2. the parking aisle width adjacent to Alexandra Street for spaces used in conjunction with the stacked parking spaces is reduced to 0m."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

READ THREE TIMES and PASSED in Open Council this 28th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

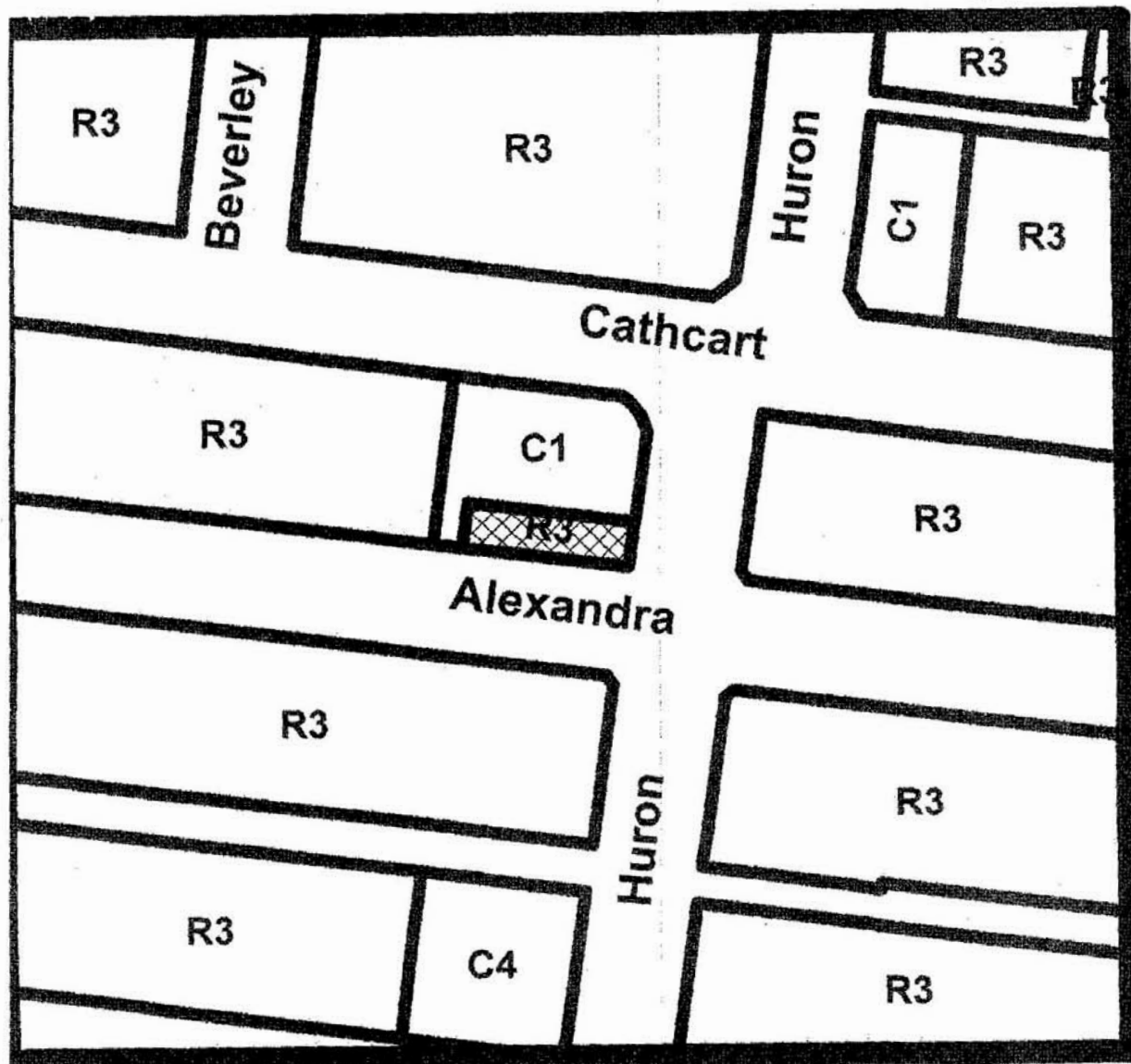
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CITY SOLICITOR

10611

SCHEDULE "A" TO BY-LAW 2009-159 AND SCHEDULE 287 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 28th DAY OF SEPTEMBER, 2009.



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