

AGENDA
REGULAR MEETING OF CITY COUNCIL

2009 11 23

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor F. Fata

Seconder - Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2009 11 09 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor F. Fata

Seconder - Councillor T. Sheehan

Resolved that the Agenda for the 2009 11 23 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Nicole Gajda, Lead, Sault Program for English Language Learning will be in attendance concerning Proclamation – English as a Second Language Week.
- (b) Chris Rous, Chair, Cultural Advisory Board will be in attendance to present the 2009 Cultural Advisory Board Community Recognition Award to Webb Surround (Webb family). See agenda item 5.(k).
- (c) Gord Nesbitt, Community Partnerships and Special Projects, Sutherland Global Services will be in attendance concerning Sutherland's community involvement, training programs and expansion plans.
- (d) Debbie Amaroso, Chair, Sault Ste. Marie Physician Recruitment and Retention Committee; and Mary Jane Yorke, Physician Recruitment and Retention Office will be in attendance concerning agenda item 6.(8)(a).

4. (e) Jill Pateman, Manager; and Lorie Springall, Director, Sault Sports Council will be in attendance concerning agenda item 6.(8)(b).
- (f) Ian McMillan, Executive Director, and Stephen Hollingshead, Tourism Sault Ste. Marie; Raimo Viitala, representative of Finn Grand Fest 2010; and Ritchie Donahue, representative of Dudley Hewitt Cup 2010 will be in attendance concerning agenda item 6.(8)(c).

PART ONE – CONSENT AGENDA

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

Mover - Councillor D. Celetti

Seconder - Councillor S. Myers

Resolved that all the items listed under date 2009 11 23 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO, OGRA and Municipal Waste Association is attached for the information of Council.
- (b) Correspondence from City of Ottawa (concerning amendment to the Highway Traffic Act) is attached for the information of Council.
- (c) A memo from Mayor Rowswell to Council concerning Sister/Friendship Cities – Italy is attached for the consideration of Council. Note: This item was tabled at the 2009 11 09 Council meeting.

Mover - Councillor L. Tridico

Seconder - Councillor F. Fata

Resolved that the memo from Mayor Rowswell concerning Sister/Friendship Cities – Italy be accepted and the recommendations to 1) authorize preliminary discussions with Dalmine/Bergamo about a possible sister city relationship; 2) request Development Sault Ste. Marie to report back to Council outlining the financial implications of an exploratory trade mission to occur next spring and; 3) to request our local Italian community to identify towns in the region of Calabria that contacts can be made be approved.

- (d) A letter from Councillor Susan Myers to City Council concerning the Captain Nichola Goddard Legacy Project is attached for the information of Council.

5. (e) **Council Travel**

Mover - Councillor D. Celetti
Seconders - Councillor T. Sheehan

Resolved that Councillor Lou Turco be authorized to travel to (1) an Association of Municipalities of Ontario (AMO) Board of Directors Meeting being held in Toronto (2 days in November) at a cost of \$300.00 to the City; and (2) a Northern Ontario School of Medicine (NOSM) Retreat being held in Thunder Bay (2 days in December) at no cost to the City.

(f) **Staff Travel Requests**

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

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

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 11 23 be approved as requested.

(g) **Tenders for Equipment – Public Works and Transportation Department**

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

Mover - Councillor F. Fata
Seconders - Councillor T. Sheehan

Resolved that the report of the Manager of Purchasing dated 2009 11 23 be endorsed and that the tenders for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department be awarded as recommended.

(h) **Tender for Petroleum Products**

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

Mover - Councillor D. Celetti
Seconders - Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2009 11 23 be endorsed and that the tender for the supply of Petroleum Products required by various City Departments and cooperatively for PUC Services Inc. be awarded as recommended.

(i) **Property Tax Appeal – 254 Queen Street East**

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

5. (i) Mover - Councillor D. Celetti
Second - Councillor T. Sheehan
Resolved that pursuant to Section 354 of the Municipal Act, 2001, the adjustments to the tax account as outlined in the City Tax Collector's report of 2009 11 23 be approved and the tax roll be amended accordingly.
- (j) **City of Greater Sudbury Proposed "Workplace Fatalities Family Bill of Rights" #2009-251**
A report of the Commissioner of Human Resources is attached for the consideration of Council.
- Mover - Councillor F. Fata
Second - Councillor S. Myers
Resolved that the report of the Commissioner of Human Resources dated 2009 11 23 concerning City of Greater Sudbury Proposed "Workplace Fatalities Family Bill of Rights" #2009-251 be received as information; and further that the Commissioner of Human Resources prepare an appropriate resolution of support of the Sudbury resolution for Council's consideration at its next meeting.
- (k) **Cultural Advisory Board Community Recognition Award**
A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover - Councillor F. Fata
Second - Councillor T. Sheehan
Resolved that the report of the Manager of Recreation and Culture dated 2009 11 23 concerning 2009 Cultural Advisory Board Community Recognition Award be received as information and further that City Council expresses its congratulations to Webb Surround (the Webb Family), recipient of the 2009 Cultural Advisory Board Community Recognition Award, and to Valarie Horsepool and Matt Ceolin, recipients of Certificates of Achievement be approved.
- (l) **Essar Centre – Changes to the Memorial Wall**
A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover - Councillor J. Caicco
Second - Councillor S. Butland
Whereas the President of Royal Canadian Legion Branch 25 requested the City of Sault Ste. Marie to consider updating and improving the plaques in the lobby of the Essar Centre which honour Sault Ste. Marie soldiers who were killed in past wars (see attached); and

5. (l) Whereas a report to City Council dated June 26, 2009 identified the cost to provide additional plaques for local soldiers who were killed in the Korean War (as well as protective railing) to be about \$15,000.00 and referred this to the 2009 Budget (see attached); and
Whereas since that time, Sault Ste. Marie has lost its first native son, Scott Vernelli, in the war of Afghanistan and he, too, should be appropriately recognized;
Now therefore be it resolved that the Essar Centre Working Committee be asked to work with Branch 25 to identify possible sources of funding which might be accessed to cover those items requested by the Legion to update the display in our Essar Centre.

(m) **Biennial Aqueduct Inspection - 2009**

A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2009-198 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(n) **Municipal Landfill Site – (1) Methane Monitoring and Mitigation and the (2) Leachate Forcemain Flushing Project**

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover - Councillor D. Celetti

Seconder - Councillor S. Myers

Resolved that the report of the Land Development and Environmental Engineer dated 2009 11 23 concerning Municipal Landfill Site - (1) Methane Monitoring and Mitigation and (2) Leachate Forcemain Flushing Project be accepted and the recommendation that these two projects proceed at an estimated cost of \$180,000.00 with funds to come from the Landfill Reserve Account be approved.

(o) **Connecting Link – Request for 2010 MTO Allocation**

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

Mover - Councillor D. Celetti

Seconder - Councillor T. Sheehan

Resolved that the report of the Director of Engineering Services dated 2009 11 23 concerning Connecting Link - Request for 2010 MTO Allocation be accepted and the recommendation that Council accept the 2010 connecting link allocation request as information; and further that the design and contract administration for the rehabilitation of the two Root River bridges on Great Northern Road be awarded to the firm of M. R. Wright and Associates be approved.

5. (p) **Class B Truck Route Designation – Fifth Line East**

A report of the Commissioner of Engineering and Planning is attached for the consideration of Council. This is in response to a Council resolution dated 2009 10 13.

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

Resolved that the report of the Commissioner of Engineering and Planning dated 2009 11 23 concerning Class B Truck Route Designation – Fifth Line East be received as information and further that Council maintain the present Truck Route classification for Fifth Line be approved.

(q) **Dog Control on Topsail Island**

A report of the Assistant City Solicitor is attached for the consideration of Council. This is in response to a Council resolution dated 2009 10 26.

Mover - Councillor F. Fata
Seconded - Councillor T. Sheehan

Resolved that the report of the Assistant City Solicitor dated 2009 11 23 concerning Dog Control on Topsail Island be received as information.

(r) **Purchase of Property for Proposed West End Community Centre Redevelopment**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-195 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(s) **A Request to Lift 1' Reserve at the end of Anita Boulevard, South of Northern Avenue – Conseil Scolaire Catholique du Nouvel-Ontario**

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

Mover - Councillor D. Celetti
Seconded - Councillor S. Myers

Resolved that the report of the City Solicitor dated 2009 11 23 concerning A Request to Lift 1' Reserve at the end of Anita Boulevard, South of Northern Avenue - Conseil Scolaire Catholique du Nouvel-Ontario be accepted and the recommendation that the City assume the 1' reserve located on Plan 3605 (Nyberg Subdivision) and further that the City obtain from the Board a turnaround easement for the Public Works and Transportation Department vehicles be approved.

(t) **Garden River First Nation Ambulance Base**

A report of the Fire Chief is attached for the consideration of Council. The relevant By-law 2009-193 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (t) Mover - Councillor D. Celetti
Seconded - Councillor T. Sheehan
Resolved that the report of the Fire Chief dated 2009 11 23 concerning Garden River First Nation Ambulance Base be accepted and the recommendation that the City proceed with this project as outlined in the report including an increase in current full-time EMS complement by four (4) paramedics be approved.
- (u) **Protocol for the Sharing of Information Between the Sault Ste. Marie Police Services Board and the Municipality of Sault Ste. Marie**
A report of the Chief of Police is attached for the consideration of Council. The relevant By-law 2009-194 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (v) **Downtown Parking Committee Summary**
A report of the Manager Downtown Association on behalf of the Downtown Parking Committee is attached for the consideration of Council.
- Mover - Councillor F. Fata
Seconded - Councillor S. Myers
Resolved that the report of the Manager Downtown Association on behalf of the Downtown Parking Committee dated 2009 11 23 concerning Downtown Parking Summary be received as information.

PART TWO – REGULAR AGENDA

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

6. (5) **LEGAL**

- (a) **Placing Question on the Ballot Regarding Store Openings on Boxing Day**
A report of the City Solicitor is attached for the consideration of Council. Written submissions concerning this matter are attached for the information of Council. The relevant By-law 2009-187 is listed under Item 10 of the Agenda.

6. (6) **PLANNING**

- (a) **Application No. A-26-09-Z – Bill Huckson – 4 Cameron Avenue – Request to Rezone to Facilitate the Future Development of a Duplex Dwelling**
A report of the Planning Division is attached for the consideration of Council.

6. (6)
(a)

Mover - Councillor D. Celetti
Seconders - Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2009 11 23 concerning Application No. A-26-09-Z – filed by Bill Huckson – 4 Cameron Avenue be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "R.2" (Single Detached Residential) zone to "R.3" (Low Density Residential) zone, and that the property is deemed subject to Site Plan Control, for storm water management purposes only be endorsed.

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

(a) **Sault Ste. Marie Physician Recruitment and Retention – Update and Budget**

A report of the Chair, Sault Ste. Marie Physician Recruitment and Retention Committee and the Manager of Finance and Audits is attached for the consideration of Council. Note: The Physician Recruitment and Retention report is provided under separate cover.

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

Resolved that the reports of the Chair, Sault Ste. Marie Physician Recruitment and Retention Committee and the Manager of Finance and Audits dated 2009 11 23 Sault Ste. Marie Physician Recruitment and Retention – update on the success of the Physician Recruitment Program this year, and a request to Council to consider additional municipal financial support for the recruitment of physicians to Sault Ste. Marie be accepted and the recommendation that Council approve only additional incentive payments to physicians for the 2009 Physician Recruitment Program to March 31, 2010 with funding from interest earned in the Hospital Reserve Fund be approved.

(b) **Sault Sports Council Funding Request**

A report of the Sault Sports Council is attached for the consideration of Council.

Mover - Councillor F. Fata
Seconders - Councillor T. Sheehan

Resolved that the report of the Sault Sports Council dated 2009 11 23 concerning Sault Sports Council Funding Request be received as information; and further that the request for ongoing municipal financial assistance in the amount of \$20,000.00 annually, in addition to the in-kind services currently provided by the City (office space, office equipment and IT support) BE REFERRED to the 2010 Budget.

6. (8)
(c)

Conferences and Major Special Events Committee – 2010 Finn Grand Fest and Dudley Hewitt Cup

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

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

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2009 11 23 concerning 2010 Finn Grand Fest and Dudley Hewitt Cup be accepted and the Committee recommendation that Council authorizes municipal financial support in the amount of \$10,000.00 for the Finn Grand Fest and in the amount of \$5,000.00 for the Dudley Hewitt Cup hockey tournament with funds to come from the 2010 Conferences and Major Special Events fund; and further that the 2010 fund balance in the amount of \$5,000.00 be put into reserve for future applications be approved.

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

- (a) Note: This motion was tabled at the 2009 11 09 Council meeting. By-law 2009-192, a by-law to amend Procedure By-law 99-100 is listed under Item 10(c) of the Agenda.

Mover - Councillor T. Sheehan
Seconded - Councillor P. Mick

Whereas City Council recently discussed the merit of implementing either a rotating "Acting Mayor" or rotating "Deputy Mayor";

Now therefore be it resolved that the City Clerk's Department and Legal Department report back to Council on defining the different roles and responsibilities for these two positions.

- (b) Mover - Councillor S. Butland
Seconded - Councillor J. Caicco

Whereas the tree planting program and budget has ostensibly been decreased to a non-effective level (\$6,000.00); and

Whereas a previous resolution (May 12, 2008) dealing with the Sault's "Tree Canopy" will deal specifically with commercial developments;

Be it resolved that Don Dzama, Maintenance Supervisor, Forestry/Horticulture or other appropriate staff be requested to make a presentation to Council and the Environmental Initiatives Committee on how best to enhance our present tree cover through budget increase, new technologies and possible innovative local concepts.

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) 2009-194 A by-law to authorize the execution of a protocol agreement between the City and The Sault Ste. Marie Police Services Board for the sharing of information (annual reports, business plan) as required by Provincial Adequacy Standards.

A report from the Chief of Police is on the agenda.

- (b) 2009-198 A by-law to authorize an agreement between the City and STEM Engineering Group Incorporated in connection with the inspection of the Fort Creek box culvert.

A report from the Director of Engineering Services is on the agenda.

COUNCIL PROCEDURE

- (c) 2009-192 A by-law to amend Procedure By-law 99-100.

Approved by Council Resolution on October 13, 2009.

DEVELOPMENT CONTROL

- (d) 2009-197 A by-law to designate the lands located at 4 Cameron Avenue an area of site plan control.

OFFICIAL PLAN AMENDMENT

- (e) 2009-190 A by-law to adopt Amendment No. 168 to the Official Plan (Aggarwal).

PROPERTY ACQUISITION

- (f) 2009-195 A by-law to authorize the City's acquisition of an approximately 1.8 acre parcel of land near the McMeeken Centre Arena property.

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

REGULATIONS

- (g) 2009-187 A by-law to submitting to the vote of the electors a municipal question regarding store openings on Boxing Day (December 26th) pursuant to section 8.1(1)(b) of the Municipal Elections Act.

A report from the City Solicitor is on the agenda.

TENANCY AGREEMENT

- (h) 2009-193 A by-law to authorize the execution of a tenancy agreement between the City and Garden River First Nation for the operation of an ambulance station for the provision of emergency medical services to the District of Sault Ste. Marie Social Services Administration Board catchment area.

A report from the Fire Chief is on the agenda.

ZONING

- (i) 2009-191 A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 regarding lands located at Civic No. 1032 Great Northern Road (Aggarwal).
- (j) 2009-196 A by-law to amend Sault Ste. Marie Zoning By-Law 2005-150 regarding lands located at 4 Cameron Avenue (Huckson).

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

Seconder - Councillor

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 11 09

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Mayor J. Rowsell (illness)

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, N. Apostle, J. Elliott, B. Freiburger, J. Dolcetti, J. Febbraro, D. McConnell, M. Provenzano, B. Davies, J. Bruzas

1. **ADOPTION OF MINUTES**

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2009 10 26 be approved. CARRIED.

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

3. **APPROVE AGENDA AS PRESENTED**

Moved by Councillor F. Fata

Seconded by Councillor T. Sheehan

Resolved that the Agenda for the 2009 11 09 City Council Meeting as presented be approved. CARRIED.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Dree Pauze, Community Coordinator, Social Services Department was in attendance concerning Proclamation – Homelessness Awareness Week.
- (b) Janine Brody, Denny Wilkinson and Rosalind Ennis on behalf of Habitat for Humanity were in attendance concerning presentation of a painted door mural.
- (c) Linda Ryan, Rob Coleman and Tara Lappage, Sault Youth Association were in attendance concerning the Youth Friendly Community Recognition Program.

4. (d) Curtis Collins, Director, Art Gallery of Algoma was in attendance concerning agenda item 5.(d).
- (e) Jack McGoldrick, Executive Director, Algoma Workforce Investment Committee; and John Febbraro, Economic Development Corporation were in attendance concerning agenda item 5.(aa).
- (f) Brian Curran, President and C.E.O.; Dominic Parella; and Terry Greco, PUC Inc. were in attendance concerning agenda item 5.(o) and 5.(bb).
- (g) Bob Davies, Chief of Police; and Marcel Provenzano, Fire Chief were in attendance concerning agenda item 5.(z).
- (h) Roy Hele, 676 Fourth Line East was in attendance concerning agenda item 6.(6)(b).

PART ONE – CONSENT AGENDA

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that all the items listed under date 2009 11 09 – Part One – Consent Agenda [save and except 5.(e); 5.(f); 7.(d) Tabled to November 23, 2009] be approved as recommended. CARRIED.

- (a) Correspondence from AMO was received by Council.
- (b) Correspondence from the County of Lambton (concerning Moratorium on Major Health Care Restructuring); and the Township of Frontenac Islands (concerning Closing of Prison Farms) was received by Council
- (c) Excerpts from the Minister of Environment report on the Waste Diversion Act, 2002 provided by Councillor Butland were received by Council.
- (d) The letter from the Chair, Art Gallery of Algoma Board of Directors was accepted by Council.

5. (d) Moved by Councillor B. Hayes
Seconded by Councillor L. Turco
Whereas a request for funding for insurance of present and future collections with an upset limit of \$10,000.00 was requested by the Art Gallery of Algoma;
Now therefore be it resolved that this request BE REFERRED to the 2010 Budget. DEFEATED.

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

Be it resolved that Council support the financial request from the Art Gallery of Algoma for insurance coverage of present and future collections with an upset limit of \$10,000.00 (one-time) funds to be accessed from the unforeseen account be approved. CARRIED.

- (e) The letters from the CEO, Essar Steel Algoma concerning a visit to Essar, India was received by Council. (Tabled to November 23, 2009 Council Meeting.)
- (f) The memo from Mayor Rowswell to Council concerning Sister/Friendship Cities – Italy was received by Council.

Moved by Councillor L. Tridico
Seconded by Councillor F. Fata

Resolved that the memo from Mayor Rowswell concerning Sister/Friendship Cities – Italy be accepted and the recommendations to 1) authorize preliminary discussions with Dalmine/Bergamo about a possible sister city relationship; 2) request Development Sault Ste. Marie to report back to Council outlining the financial implications of an exploratory trade mission to occur next spring and; 3) to request our local Italian community to identify towns in the region of Calabria that contacts can be made be approved. (TABLED TO NOVEMBER 23, 2009 COUNCIL MEETING) OFFICIALLY READ NOT DEALT WITH.

- (g) The letter from Brookfield Power concerning the sale of distribution assets was received by Council.
- (h) The letter from the Rotaryfest 2009 Chair was received by Council.
- (i) The letter of request for a temporary street closing on Queen Street East from Simpson to Gore Street, Simpson Street from Victoria Avenue to Queen Street East and Queen Street East from Pine Street to Church Street in conjunction with the 2009 Rotary Santa Claus Parade (November 21st) was accepted by Council. The relevant By-law 2009-188 is listed under Item 10 of the Minutes.

(j) **Staff Travel Requests**

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

5. (j) Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 11 09 be approved as requested. CARRIED.

(k) **Tenders for Automotive Supplies and Tire Services**

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

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2009 11 09 be endorsed and that the tender for the supply of Automotive Supplies and Tire Services, required by various City Departments and cooperatively for PUC Services Inc. be awarded as recommended. CARRIED.

(l) **2008 Municipal Performance Measurement Program**

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

Moved by Councillor F. Fata

Seconded by Councillor T. Sheehan

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 11 09 concerning 2008 Municipal Performance Measurement Program be received as information. CARRIED.

(m) **Property Tax Appeals**

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that pursuant to Sections 354 and 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report of 2009 11 09 be approved and the tax records be amended accordingly. CARRIED.

(n) **2010 Budget Timetable**

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

Moved by Councillor D. Celetti

Seconded by Councillor T. Sheehan

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 11 09 concerning 2010 Budget Timetable be received as information. CARRIED.

5. (o) **Public Utilities Commission Request for Additional Debt Financing**

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

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 11 09 concerning Public Utilities Commission Request for Additional Debt Financing be accepted and the recommendation that City Council authorize the borrowing of an additional \$2.7 million of debt for the Public Utilities Commission to finance capital works projects be approved. CARRIED.

(p) **Funding Application Submitted – Natural Resources Canada ecoENERGY for Personal Vehicles**

The report of the Environmental Initiatives Coordinator, Engineering and Planning Department was received by Council.

Moved by Councillor F. Fata

Seconded by Councillor T. Sheehan

Resolved that the report of the Environmental Initiatives Coordinator, Engineering and Planning Department dated 2009 11 09 concerning Funding Application Submitted – Natural Resources Canada ecoENERGY for Personal Vehicles be received as information. CARRIED.

(q) **Connecting Link Funding for Resurfacing of Second Line Between North Street and Great Northern Road**

The report of the Director of Engineering Services was accepted by Council. The relevant By-law 2009-186 is listed under Item 10 of the Minutes.

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

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the Land Development and Environmental Engineer dated 2009 11 09 concerning Contract 2008-15E – SCADA Automation and Implementation – Consultant Fee Amendment be accepted and the recommendation that the consultant fees be increased as follows: \$717,828.00 (Engineering Design and Contract Administration); \$613,650.00 (Programming/Construction); and \$30,000.00 (contingency) – Total \$1,361,478.00 be approved. CARRIED.

5. (s) **Amendments to Sewer Use By-law 2009-50**

The report of the Land Development and Environmental Engineer was accepted by Council. The relevant By-law 2009-185 is listed under Item 10 of the Minutes.

(t) **Sunnyside Beach Road – Replacement of Road Cross Culvert**

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

Moved by Councillor D. Celetti

Seconded by Councillor T. Sheehan

Resolved that the report of the Director of Engineering Services dated 2009 11 09 concerning Sunnyside Beach Road – Replacement of Road Cross Culvert be accepted and the recommendation to purchase materials and retain the contractor with the lowest quote to complete the project at an estimated cost of \$60,000.00 with funding from the Miscellaneous Construction account be approved. CARRIED.

(u) **Request for a Deeming By-law for Lots 1, 2, 43 and 44 on Plan M-384 (Parkinworth Subdivision) Located on River Road, Muriel Drive and Falldien Road**

The report of the City Solicitor was accepted by Council. The relevant By-law 2009-184 is listed under Item 10 of the Minutes.

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the report of the City Solicitor dated 2009 11 09 concerning Request for a Deeming By-law for Lots 1, 2, 43 and 44 on Plan M-384 (Parkinworth Subdivision) Located on River Road, Muriel Drive and Falldien Road be accepted and the recommendation that Lots 1 and 2 on Plan M-384 be released from escrow be approved. CARRIED.

(v) **Draft Northern Ontario Growth Plan**

The report of the Planning Division was received by Council.

Moved by Councillor F. Fata

Seconded by Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2009 11 09 concerning Draft Northern Ontario Growth Plan be received as information. CARRIED.

(w) **Downtown Development Initiative – Grant Recommendations**

The report of the Planning Division was accepted by Council.

5. (w) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Planning Division dated 2009 11 09 concerning the Downtown Development Initiative – Grant Recommendations be accepted and the Planning Director's recommendation that City Council approve the ten (10) funding requests described in this report be endorsed. CARRIED.

Councillor L. Tridico declared a pecuniary interest – family member is an applicant for Downtown Development Initiative Funding.

- (x) **Pilot Project for the Use of Speed Bumps/Humps on McGregor Avenue**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor T. Sheehan
Resolved that the report of the Commissioner of Public Works and Transportation dated 2009 11 09 concerning Pilot Project for the Use of Speed Bumps/Humps on McGregor Avenue be accepted and Council approve the pilot project as outlined in the report and that the estimated implementation cost of \$6,000.00 BE REFERRED to the 2010 Budget. CARRIED.

- (y) **Installation of a Gate at the East End Wastewater Treatment Plant Snow Dump**
The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2009 11 09 concerning Installation of a Gate at the East End Wastewater Treatment Plant Snow Dump be accepted and the recommendation that a portable gate be installed at the site and the cost of this gate BE REFERRED to the 2010 Budget. CARRIED.

- (z) **Funding Resources for 2010 Community Emergency Preparedness Program**
The report of the Chief of Police was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor T. Sheehan
Resolved that the report of the Chief of Police dated 2009 11 09 concerning Funding Resources for 2010 Community Emergency Preparedness Program be accepted and the costs of approximately \$40,000.00 BE REFERRED to the 2010 Budget. CARRIED.

5. (z) Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.

(aa) **Report on Labour Force Development – Algoma Workforce Investment Committee**

The report of the C.E.O., Economic Development Corporation was received by Council.

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the C.E.O., Economic Development Corporation dated 2009 11 09 concerning Report on Labour Force Development – Algoma Workforce Investment Committee be received as information; and

Further that Council express its appreciation to the Algoma Workforce Investment Committee and staff for their work in developing the report.
CARRIED.

(bb) **2009 Third Quarter Shareholder Report**

The report of the President and C.E.O., PUC Inc. was received by Council.

Moved by Councillor D. Celetti

Seconded by Councillor T. Sheehan

Resolved that the report of the President and C.E.O., PUC Inc. dated 2009 11 04 concerning 2009 Third Quarter Shareholder Report be received as information. CARRIED.

(cc) **Upcoming Retirements and Promotions**

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2009 11 09 concerning Upcoming Retirements and Promotions be received as information.
CARRIED.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

(a) Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent – Request to Permit One Additional Dwelling Unit Within the Existing Residence

The report of the Planning Division was received by Council.

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent BE DEFERRED to a future Council meeting date at the request of the applicant. CARRIED.

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the report of the Planning Division dated 2009 11 09 concerning Application No. A-23-09-Z – filed by John Millar be accepted and the Planning Director's recommendation that City Council DENY the applicant's request to rezone the property from "R.1"(Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit a duplex, or 2 dwelling units within the existing residence be endorsed. (DEFERRED TO A FUTURE MEETING) OFFICIALLY READ NOT DEALT WITH.

(b) Application No. A-25-09-Z.OP – Vidya Sagar Aggarwal – 1032 Great Northern Road – Request to Rezone to Permit the Development of a Full Service Truck Stop and the Future Development of an Industrial Plaza

The report of the Planning Division was accepted by Council.

Moved by Councillor F. Fata

Seconded by Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2009 11 09 concerning Application No. A-25-09-Z.OP – filed by Vidya Sagar Aggarwal – 1032 Great Northern Road be accepted and the Planning Director's recommendation that City Council approves Official Plan Amendment No. 168 and re-designate the front 375m (1230') of the subject property from Rural Area to Commercial and a portion of the property between the 'Commercial' designation and the creek from Rural Area to Industrial, on Land Use Schedule "C" of the Official Plan; It is further recommended that 'Block A' be rezoned from "RA" (Rural Area) zone to "HZ" (Highway) zone, and that 'Block B' be rezoned from "RA" (Rural Area) zone to "M.2" (Medium Industrial) zone;

6. (6) Seconded by Councillor T. Sheehan.
(b) It is also recommended that by way of a Special Exception, the buffer requirements of Section 4.9 of Zoning By-law 2005-150 are hereby waived for 'Blocks A and B', in lieu of a combination of appropriate buffers and setbacks, to be reviewed and approved as part of the Site Plan Control process be endorsed. CARRIED.

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

- (a) Moved by Councillor J. Caicco
Seconded by Councillor B. Hayes
Whereas the Hub Trail is expected to be 85% completed by the end of next year; and
Whereas the initiative has been extremely well received by the community and the project has been recognized as very successful; and
Whereas a second phase of the Hub Trail should be investigated as a natural extension of the initiative. This would involve trails connecting parks, attractions or points of interest to the Trail. These connectors are commonly known as "spokes" in the Trail; and
Whereas any extension or addition to the Trail will require extensive time to consult the community, neighbourhoods, PRAC, STAC and other community groups;
Therefore be it resolved that the appropriate staff report back to Council on the feasibility and process of adding to the Hub Trail and the process outlined to do so. CARRIED.
- (b) Moved by Councillor B. Hayes
Seconded by Councillor P. Mick
Whereas residential sewer backups are becoming more common due to aging infrastructure; and
Whereas there is a difference in terms of repair costs and responsibilities dependent upon whether the break or blockage occurs on city property versus residential property; and
Whereas there is confusion in terms of the process to follow in the event of a sewer backup; and
Whereas the city is only capable of identifying the location of the blockage dependent upon access and the limitations of city-owned equipment;
Now therefore be it resolved that appropriate staff report back to Council identifying 1) the process a constituent should follow in the event of a sewer backup, 2) the fees charged by the city and the limitations of city equipment, 3) the anticipated repair time and any other associated policies; and

7. (b) Furthermore that staff provide a report showing a 2 year history of breaks/blockages and who ultimately was responsible for payment as well as any associated fees paid to the city by constituents. The report should also identify an estimate of costs that would be paid if handled by a plumber as opposed to the city. CARRIED.

- (c) Moved by Councillor T. Sheehan
Seconded by Councillor S. Myers
Whereas the City of Sault Ste. Marie has won Gold in its quest to be a Youth Friendly community; and
Whereas Sault Ste. Marie is the only city in Northern Ontario with a Gold Youth Friendly award which was designated by Play Works an independent third party organization; and
Whereas this Youth Friendly Gold designation is in place for up to five years and is a great asset for marketing our community internally and externally;
Now therefore be it resolved that City Council request that the Economic Development Corporation, Doctor Recruitment Committee, Community Quality Initiative, City Departments, and other private and public sector players in the community use the Youth Friendly Gold designation (when appropriate) in their effort to promote the City of Sault Ste. Marie. CARRIED.

- (d) Moved by Councillor T. Sheehan
Seconded by Councillor P. Mick
Whereas City Council recently discussed the merit of implementing either a rotating "Acting Mayor" or rotating "Deputy Mayor";
Now therefore be it resolved that the City Clerk's Department and Legal Department report back to Council on defining the different roles and responsibilities for these two positions. (TABLED TO NOVEMBER 23, 2009 COUNCIL MEETING) OFFICIALLY READ NOT DEALT WITH.

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

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

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

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that all the by-laws listed under item 10 of the Agenda under date 2009 11 09 be approved. CARRIED.

10. (a) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-180 being a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be passed in Open Council this 9th day of November, 2009. CARRIED.
- (b) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-181 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 passed in Open Council this 9th day of November, 2009. CARRIED.
- (c) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-182 being a by-law to adopt Amendment No. 167 to the Official Plan (City of Sault Ste. Marie) be passed in Open Council this 9th day of November, 2009. CARRIED.
- (d) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-183 being a by-law to authorize the conveyance of 3 acres on the south side of Yates Avenue, being Part 1 on Plan 1R-11773 to Ellsin Environmental Limited and granting a first right of refusal to Ellsin on additional property on the south side of Yates Avenue be passed in Open Council this 9th day of November, 2009. CARRIED.
- (e) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-184 being a by-law to deem not registered for purposes of subdivision control certain lots in the Parkinworth Subdivision, being lots 1, 2, 43 and 44 Plan M-384, pursuant to Section 50(4) of The Planning Act be passed in Open Council this 9th day of November, 2009. CARRIED.
- (f) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-185 being a by-law to amend By-law 2009-50, which regulates the chemical and physical characteristics of water and wastewater discharges into the sanitary or storm sewer system in the City of Sault Ste. Marie be passed in Open Council this 9th day of November, 2009. CARRIED.

10. (g) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-186 being a by-law to authorize an agreement between the City and the Minister for connecting link funding for the resurfacing of Second Line East from North Street to Great Northern Road be passed in Open Council this 9th day of November, 2009. CARRIED.
- (h) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that By-law 2009-188 being a by-law to permit the temporary closing of Queen Street and Simpson Street to facilitate the annual Santa Claus Parade on November 21, 2009 be passed in Open Council this 9th day of November, 2009. CARRIED.

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

- (a) Moved by Councillor F. Fata
Seconded by Councillor T. Sheehan
Resolved that Council shall now go into Caucus to:
1. discuss one labour relations matter about an identifiable individual; and
 2. discuss one proposed disposition of property on Bay Street; 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 D. Celetti
Seconded by Councillor S. Myers
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK



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

5(a)
FYI

MEMBER COMMUNICATION

FYI N°: 09-017

To the attention of the Clerk and Council
November 6, 2009

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

Presumptive Legislation for Volunteer and Part-time Firefighters

Issue:

On November 5, 2009, the Provincial government announced that it is moving to pass a regulation that will extend presumptive provisions to volunteer and part-time firefighters and fire investigators for specific health conditions attributed to firefighting. Currently, these presumptions apply only to full-time firefighters in Ontario.

Background:

On May 3, 2007, the Workplace Safety and Insurance Act was changed to provide full-time municipal fire service employees compensation for certain cancers types of cancer or heart damage suffered within 24 hours of responding to an emergency that is presumed to be the result of his or her employment in the municipal fire service. The government will now add a regulation that will extend this compensation to all firefighters and fire investigators.

More than 150 municipalities submitted resolutions endorsing the extension of the legislation's presumptive provisions to volunteer and part-time firefighters. AMO supported the extension of compensation to volunteer and part-time firefighters as a matter of equity.

Ontario has about 11,000 full-time firefighters, 19,000 volunteer firefighters and 220 part-time firefighters. Forty-six fire investigators from the Office of the Ontario Fire Marshal are on active duty.

Action:

For information

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





November 4, 2009

The Municipal Waste Association (MWA), previously known as the AMRC, is offering two free training opportunities this fall for municipal recycling staff. The first "pilot" specialized training course for **"Promotion & Education for Recycling Programs"** will be offered *November 18 & 19, 2009*, and the first "pilot" specialized training course for **"Contract Management for Recycling Programs"** will be offered *November 30 & December 1, 2009*. These courses are part of the 3 Year Ontario Blue Box Recyclers Training Program, a Stewardship Ontario Effectiveness and Efficiency Fund project financed by Ontario municipalities and stewards of Blue Box waste in Ontario in association with WDO, AMO, and the City of Toronto. The MWA has been retained by Stewardship Ontario to coordinate the delivery of the training program.

Promotion & Education for Recycling Programs – Specialized Training

The pilot **Promotion & Education for Recycling Programs** course will be held on November 18 & 19, 2009 at Hockley Valley Resort near Orangeville. This two-day course is being offered **at no cost** to participants. The training consists of pre-classroom online readings and a quiz, followed by the two-day classroom course and then a post-classroom final assessment. Through best practices, online readings, classroom exercises and activities relating to P&E decisions a municipality must make, participants will be able to assess their municipality's Blue Box program and create a Blue Box Communication Plan (BBCP).

Contract Management for Recycling Programs – Specialized Training

The pilot **Contract Management for Recycling Programs** course will be on November 30 & December 1, 2009 at Hockley Valley Resort near Orangeville. This two-day course is being offered **at no cost** to participants. The training consists of evaluating a contract and answering a number of questions prior to the in-class session, followed by the two-day classroom course and then a post-classroom final assessment. Through best practices, contract evaluation, classroom exercises and activities relating to Contract Management decisions a municipality must make, participants will be able to assess their municipality's Blue Box program contract(s) and make appropriate improvements.

This 2 day specialized training will focus on *management* of your blue box contract *post award*, (as opposed to the procurement process leading up to award), recognizing that some procurement decisions will impact significantly on the subsequent ease of management of the contract. Although the focus of this training is Blue Box, the principles and concepts will largely apply to any type of contract. It is intended for services that are contracted out; however, much of the content will be relevant to management of services delivered by municipal staff.

The course content and format for both Promotion & Education and Contract Management training have been developed to provide a rigorously detailed, Ontario-content based course with practical application to municipal recycling program operators and decision makers. **Those participants completing all components of either Promotion & Education or Contract Management will receive a certificate of course completion.**

There are 20 spaces available for each of these two specialized courses. Those interested should contact Vivian De Giovanni at MWA at vivian@municipalwaste.ca.



Working for Municipalities

Heads UP

Alert

keeping members informed.

November 16, 2009

HOUSING for the 2010 ROMA/OGRA Combined Conference to Open November 17 at 9:30 A.M.

Process has changed:

NEW this year

- Delegates will contact the hotels directly to book a room.
- All hotels will be booking rooms online and by telephone (number of rooms available to book by telephone is limited).
- A credit card will be required to book a room or suite. Deposit cheques are no longer accepted.
- Suites must be booked using the official suite form.

Please note the room blocks are not available until conference housing officially opens.

NOTE: Cancellation Policy remains unchanged.

- Cancellation fee is equal to one night's accommodation plus applicable taxes.
- Fairmont Royal York Hotel cancellation fee will be charged on each room or suite cancelled subsequent to the initial booking. Substitutions are permitted.
- Overflow hotels cancellation fees will be charged on each room cancelled less than 72 hours before expected date of arrival.

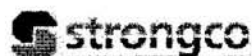
ROOMS ARE BLOCKED AT THE FOLLOWING HOTELS

Fairmont Royal York Hotel (main conference hotel)
Sheraton Centre Toronto

Intercontinental Toronto Centre
The Strathcona Hotel

For contact information, online links, schedule of hotel rates and additional accommodation instructions - visit us online: www.ogra.org or www.roma.on.ca

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ONTARIO GOOD ROADS ASSOCIATION

6355 KENNEDY ROAD, UNIT #2, MISSISSAUGA, ON L5T 2L5
TEL: 905-795-2555 FAX: 905-795-2660 EMAIL: info@ogra.org

3 November 2009

The Council of the City of Ottawa, at its meeting of 28 October 2009, adopted the following resolution:

WHEREAS the Province of Ontario's *Highway Traffic Act*, R.S.O. 1990, is a consolidated statute governing traffic regulations;

AND WHEREAS Section 128(1)(a) establishes a default speed limit (without signs) by providing that no person shall drive a motor vehicle at a rate of greater than 50 km/h on a highway within a local municipality or within a built-up area;

AND WHEREAS legislation does not allow municipalities in Ontario the right to create and apply an unsigned default city-wide speed limit of other than 50 km/h;

AND WHEREAS legislation does allow municipalities in Ontario to establish speed limits other than the Provincial default speed limit through a by-law, provided that those municipal speed limits are signed in accordance with existing requirements;

AND WHEREAS the City of Ottawa would like the ability to set its own unsigned default speed limit on local roads in residential communities;

AND WHEREAS it is anticipated that other municipalities in Ontario may be experiencing similar issues now or in the future;

AND WHEREAS there are benefits to having a co-ordinated approach to the Ministry of Transportation of Ontario asking for legislation to allow Ontario municipalities to set their own unsigned default speed limit on local roads in residential communities;

THEREFORE BE IT RESOLVED that City Council approve the following:

- (1) That the City of Ottawa ask municipalities in Ontario with a population over 50,000 and the Association of Municipalities of Ontario for their support for an amendment to the *Highway Traffic Act*, R.S.O. 1990 to permit municipalities, on local roads in residential communities:
 - (a) to set their own default speed limits (unsigned); or
 - (b) in the alternative, to set alternative default speed limits with limited signage (gateway signs) at the entrances to these residential communities;
- (2) That municipalities in Ontario who support the request as shown in (1) respond, via Council resolution, to the City of Ottawa by 28 February 2010; and
- (3) That following the receipt of responses from municipalities in Ontario, staff petition the Ministry of Transportation of Ontario for amendments to *Highway Traffic Act* as shown in (1) and report back to Council on progress made on this issue by the end of Q2 2010.

City of Ottawa
110 Laurier Avenue
Ottawa, ON
K1P 1J1

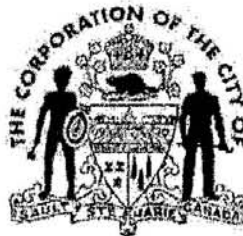
Attention: Dawn Whelan, Council Coordinator
Telephone: 580-2424, Ext. 21837
Facsimile: 580-9609
E-mail: dawn.whelan@ottawa.ca

DISCLAIMER

This material is provided under contract as a paid service by the originating organization and does not necessarily reflect the view or positions of the Association of Municipalities of Ontario (AMO), its subsidiary companies, officers, directors or agents.

5(c)

John Rowswell, M.Eng., P.Eng., P.E.
MAYOR



2009 11 03

MEMO TO: Council

SUBJECT: Sister/Friendship Cities -- Italy

Some months ago, I asked Alberto Iperiti, Managing Director of Algoma Tubes Tenaris, if his company could help us align with the City of Dalmine, Province of Bergamo in the Lombardy Region as a possible Sister City. Tenaris has a tube mill in Dalmine. Mr. Iperiti has indicated that there is a willingness to explore a sister city relationship with us by Dalmine, a city of about 25, 000 and the Province of Bergamo has a population of about a million.

This is good news indeed and I wish to advise Council about this potential opportunity. Mr. Randy Tallon, Director of International Relations & Global Logistics -- Development SSM, has been provided with contact information and will be following up.

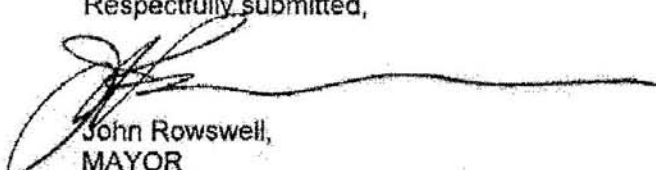
Council will recall that we also talked about a friendship city in southern Italy in the Region of Calabria. A few years ago, we had a delegation from Aiello Calabro who expressed their interest and we could potentially have friendship relations within the Region of Calabria. We could link to this region similar to County Louth, Ireland; however, to assist Mr. Tallon, we need to clarify the initial towns within the Region of Calabria that we would want to touch base on for an exploratory trade mission next spring.

Therefore, at this time, I am providing news of this recent development but more direction is needed. With all the above in mind, I am asking Council to support the following:

- 1) Council authorize discussions with Dalmine/Bergamo with a possible exploratory trade mission next spring about a possible sister city relationship.
- 2) Council ask Mr. Tallon, Director of International Relations & Global Logistics -- Development SSM, to outline the financial implications of an exploratory trade mission next spring.
- 3) Council request our Italian community to identify towns within the region of Calabria that contacts can be made.

Council's support for building better global ties would be appreciated.

Respectfully submitted,


John Rowswell,
MAYOR

cc: Joe Fratesi, CAO



5(d)

MEMO TO Members of City Council, City Staff and Community
FROM: Susan Myers, City Councillor Ward Two
DATE: November 16, 2009

SUBJECT: The Captain Nichola Goddard Legacy Project

Captain Nichola Goddard was born in Madang, Papua New Guinea. Her parents were both educators - Tim and Sally (West) Goddard. Sally was born and raised in Sault Ste. Marie and Nichola visited often, to see her grandparents Dr. and the late Mrs. West.

In Nichola's honor, Tim and Sally Goddard have established the Light Up Papua New Guinea project which is a development project of the International Light Up The World organization. The goal is to install non-polluting solar-powered lighting systems in 1,100 first aid posts across Papua New Guinea - replacing hazardous kerosene lamps. Although her family left PNG when Nichola was 3 years old, she was always proud of the fact that she was born in that country.

Sally was in Sault Ste. Marie recently to celebrate Dr. West's 90th birthday. Sally advised me of the latest fundraising efforts including an event held Nov. 7 in their now home city of Charlottetown PEI where Tim is Dean of Education at the University. A fundraising dinner featured a keynote address by CTV News journalist Lisa LaFlamme who was imbedded with Nichola's battalion in the weeks preceding her death. Sally mentioned to me that T-shirts displaying the logo and words "LIGHT UP PAPUA NEW GUINEA - THE CAPTAIN NICHOLA GODDARD PROJECT" have been created as another fundraiser and if we could sell some in Sault Ste. Marie, it would be very much appreciated. All monies will go to Light Up Papua New Guinea.

I suggested we meet with May Adshead from our local Military Family Support and through her office, the shirts are available to purchase @ \$20 each. Please contact May at 541-5200 ext. 5245. We appreciate that support for Nichola's legacy project.

Nichola spent most of her childhood in various locations across Canada, including Black Lake and Lac La Ronge, Saskatchewan. She attended Jr. High in Edmonton, Alberta, and High school in Antigonish, Nova Scotia and was a true Canadian. In July of this year, Valerie Fortney of The Calgary Herald was awarded a contract to write a book for Key Porter Books, about Captain Nichola Goddard to be called **Canada's Daughter**. The book is due to be released in August 2010.

Captain Goddard arrived in Afghanistan in January 2006, and had been serving with Princess Patricia's Canadian Light Infantry as a forward observation officer at the time of her death May 17, 2006 during a firefight in the Panjwaye District.

Nichola's now famous words "I do what I do, so you can do what you do", challenge us to do whatever we can to honor her memory. I ask City Council and the community at large to purchase a T-shirt.

FOR MORE INFORMATION:

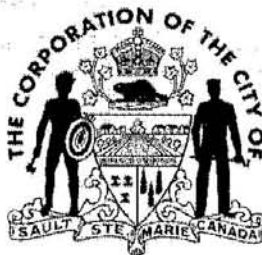
May Adshead 541-5200 ext. 5245

OR

Susan Myers 256-6128

5(f)

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 11 23

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:

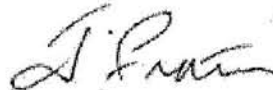
1. **Nuala Kenny - Legal Department**
The Municipal Law Depts. Association of Ontario
December, 2009
Toronto, ON
Estimated total cost to the City - \$ 955.00
Estimated net cost to the City - \$ 955.00
2. **Dree Pauze – Social Services – Ontario Works Division**
HIFIS Community Coordinator's Workshop
November, 2009
Gatineau, QC
Estimated total cost to the City - \$ 1,123.06
Estimated net cost to the City - \$ 0.00
3. **Rick Pihlaja - Fire Services**
Practical Communications and Supervision
January, 2010
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

4. **Brian Campbell - Fire Services**
Training Administration and Program Planning
February, 2010
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

5. **Michael Pagnucco - Fire Services**
Leadership and Communication Theory
February, 2010
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

6. **Jim St. Jules - Fire Services**
Final Inspection – 1st Pumper/Rescue Vehicle
December, 2009
Omaha, Nebraska, USA
Estimated total cost to the City - \$ 132.00
Estimated net cost to the City - \$ 132.00

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

Ralph Robertson
Manager of Purchasing



5(9)
Finance Department
Purchasing Division

2009 11 23

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

RE: TENDERS FOR EQUIPMENT – PUBLIC WORKS & TRANSPORTATION DEPT.

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department. This equipment replaces aging and failing equipment currently in use.

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held November 12, 2009, with Councillor Steve Butland representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Mr. M. Blanchard, Manager - Equipment/Building Maintenance, and the low tendered prices, meeting specifications, have been identified on their respective summaries.

The budget allocation for this equipment, identified in the 2009 P.W. & T. Equipment Reserve is \$145,000.00 and the total purchase price amounts to \$154,529.45, however, the total expenditure for 2009 including this equipment to this point is \$1,854,097.62 from the total allocation for 2009 of \$1,994,000.00.

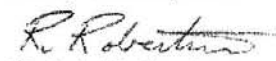
RECOMMENDATION

It is therefore my recommendation that the tenders for equipment be awarded as follows:

Item	Supplier	Amount
One (1) 15000 GVW Crew Cab Service Truck	Maitland Ford Lincoln. Sault Ste. Marie, ON	\$84,622.31
One (1) Track Mounted Sewer Flusher	Joe Johnson Equipment Ltd. Innisfil, ON	\$69,907.14

This report is submitted for Council's approval.

Respectfully submitted,


Ralph Robertson
Manager of Purchasing

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

RR:nt
Attach.

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$75,000.00

Received: November 12, 2009
File: 2009WA20

SUMMARY OF TENDERS
ONE (1) 15000 GVW CREW CAB SERVICE TRUCK

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Price (incl. taxes)</u>	<u>Remarks</u>
Maitland Ford Lincoln Sault Ste. Marie, ON	2010 Ford F450 Super Cab 2WD	65 w/days	3 yrs - 60,000 km	<u>\$84,622.31</u>	Meets specifications.

Note: Although only one bidder has submitted pricing, the price is deemed to be fair and equitable.
The low tendered price, meeting specifications, is underlined above.
It is my recommendation that the tendered price, submitted by Maitland Ford Lincoln, be accepted.

Ralph Robertson
Manager of Purchasing

5(9)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$70,000.00

Received: November 12, 2009
File: 2009WA25

SUMMARY OF TENDERS
ONE (1) TRACK MOUNTED SEWER FLUSHER

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Price (incl. taxes)</u>	<u>Remarks</u>
Joe Johnson Equipment Inc. Innisfil, ON	2010 JAJ 600 WH	90-120 w/days	1 year	<u>\$69,907.14</u>	Meets specifications.

Note: Although only one bidder has submitted pricing, the price is deemed to be fair and equitable.

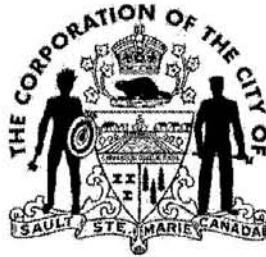
The low tendered price, meeting specifications, is underlined above.

It is my recommendation that the tendered price, submitted by Joe Johnson Equipment Inc., be accepted.

Ralph Robertson
Manager of Purchasing

5(9)

Ralph Robertson
Manager of Purchasing



5(h)
Finance Department
Purchasing Division

2009 11 23

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

Re: Tender for Petroleum Products

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Petroleum Products, as required by the various City Departments and cooperatively PUC Services Inc., for a two (2) year period of January 1, 2010 until December 31, 2012 for Regular Fuels and a one (1) year period with a second year option for Bio-Diesel Fuel.

The tender was publicly advertised and tender documents mailed to all firms on our bidders list. A public opening of the tenders received was held November 5, 2009 with Councillor Jamie Caicco representing City Council.

The tenders received have been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. The low tendered prices meeting specifications have been identified on the attached summary.

Funding for fuel comes from various department operational accounts.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Petroleum Products, as required by our various departments and cooperatively PUC Services Inc., be awarded to McDougall Fuels Limited, for Section "A" Regular Fuels, and to UPI/Algoma AG Centre, Echo Bay, for Section "B" Transit Bio-Diesel 5% Blend, with both using a bi-weekly price adjustment.

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

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET; DRAWN FROM VARIOUS DEPARTMENT OPERATIONAL ACCOUNTS

Received: Nov. 5, 2009
File: 2009WA22

SUMMARY OF TENDERS
PETROLEUM PRODUCTS

Description	Estimated Annual Consumption(Litres)	<u>MCDUGALL FUELS</u>		<u>NEW NORTH FUELS</u>		<u>UPI/ALGOMA AG CENT.</u>	
		<u>S. S. Marie, ON</u>		<u>S.S.Marie/Timmins, ON</u>		<u>Echo Bay, ON</u>	
		<u>Price/Litre</u> <u>(inc. taxes)</u>	<u>Total</u>	<u>Price/Litre</u> <u>(inc. taxes)</u>	<u>Total</u>	<u>Price/Litre</u> <u>(inc. taxes)</u>	<u>Total</u>
<u>SECTION "A"</u>							
Unleaded Gasoline	470,000	\$0.9280	\$436,160.00	Alternative Pricing Proposed		\$0.9529	\$447,863.00
UltraLow Sulphur Clear Diesel	640,000	\$0.8428	\$539,392.00			\$0.8618	\$551,552.00
Coloured Diesel Fuel	555,000	\$0.6940	\$385,170.00			\$0.7129	\$395,659.50
Furnace Oil	15,000	\$0.6458	\$9,687.00			\$0.6644	\$9,966.00
Total Weighted Cost			\$1,370,409.00				\$1,405,040.50
<u>SECTION "B" - TRANSIT FUEL</u>							
Bio-Diesel Ultra Low Sulphur 5% Blend	1,200,000	No Bid		No Bid		\$0.8715	\$1,045,800.00
Remarks		Meets Specifications		Does not meet Specifications Different Cost Base Location Different Cost Base Averaging Different Price Adjustment		Meets Specifications	

Note: The low tendered prices are boxed above and will be adjusted bi-weekly starting January 1, 2010.

Comparison Pricing shown above is based on published pricing for Sept. 18, 2009

It is my recommendation that the low tendered prices, meeting specifications, submitted by McDougall Fuels for Section "A" be accepted for a two year period, and that Section "B" be awarded to UPI/Algoma AG Centre for a one year period with a second optional year.

Ralph Robertson
Manager of Purchasing

5(h)

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(i)



2009 11 23

Mayor John Rowsell
and Members of City Council
Civic Centre

RE: Property Tax Appeal -254 Queen St East

Attached is a listing that summarizes the adjustments that are required to the Tax Roll pursuant to Section 354 of the Municipal Act, 2001 for the above property.

As previously reported and approved by City Council, that once a successful bidder had been approved to purchase the above property, the City would then vest the property and cancel all the outstanding taxes.

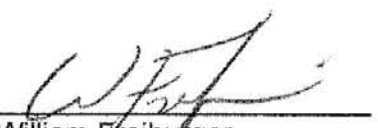
An appropriate resolution has been prepared for your consideration.

Respectfully submitted,


Peter A. Liepa
City Tax Collector

Attach.

Recommended for Approval:


William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

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

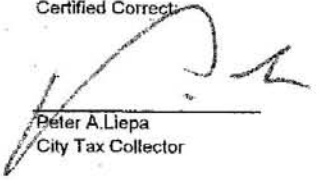
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REALTY TAXES

DATE: 2009 11 23
PAGE: 1 OF 1

ROLL NUMBER	PROPERTY ADDRESS	REASON	Unit Class	Tax Class	Municipal Taxes	Education Taxes	CANCELLATION		Interest	TOTAL
							Downtown Levy	Parking Levy		
040-021-067	254 QUEEN ST EAST	Property vested in favour of the City	COMMERCIAL	CT	\$ 136,142.61	\$ 95,907.97	\$ 18,802.12	\$ 15,046.55	\$ 107,891.68	\$ 373,790.93

REPORT TOTAL	\$373,790.93
--------------	--------------

Certified Correct:

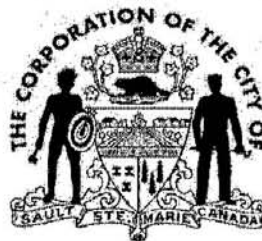

Peter A. Liepa
City Tax Collector

5(i)

5(j)

HUMAN RESOURCES DEPARTMENT

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



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

2009 11 23

Mayor John Rowswell
And Member of City Council

**RE: CITY OF GREATER SUDBURY PROPOSED "WORKPLACE FATALITIES
FAMILY BILL OF RIGHTS" #2009-251**

With the City having faced the tragic loss of one of its own employees in 2009, as a result of an industrial accident, it is both timely and important that we be given the opportunity to comment upon the above noted resolution (attached) from the City of Greater Sudbury.

The context of the City of Greater Sudbury resolution was a response to a concern of a citizen whose spouse was killed in an industrial accident in the community. The Sudbury resolution is directed at the Ministry of Labour (MOL) and is a show of support for family members "right to know" during a MOL workplace fatality investigation.

The Sudbury resolution, however, does not clearly and explicitly state that their resolution is directed at the MOL although that was the intent.

It is important that such a resolution be balanced to ensure the proposed rights of family members do not infringe or diminish the legal or constitutional rights of others involved in the occurrence of the fatality.

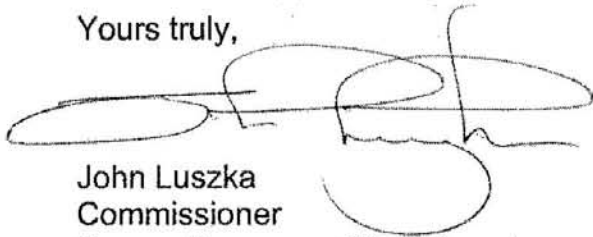
Therefore the City of Sault Ste. Marie can support a resolution that:

1. Explicitly identifies that the Bill of Rights is directed at the Ministry of Labour as originally intended.
2. Encourages the MOL to allow more information to be provided to the relatives as far as reasonably possible without compromising the integrity of the investigation.
3. Protects the legal and constitutional rights of all those involved including the family members of the victim.
4. Acknowledges the rights of the family members to appoint a representative to represent them in such an investigation with the MOL.

5(j)

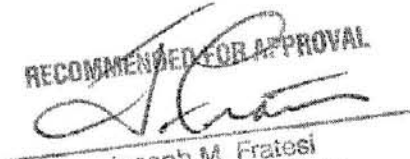
If City Council is in agreement I will work with the Legal Department to draft the appropriate resolution for Council's consideration.

Yours truly,



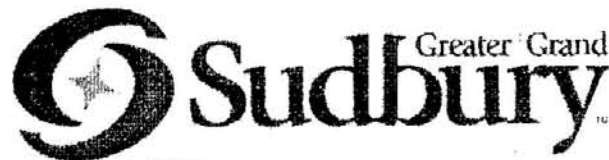
John Luszka
Commissioner
Human Resources Department

JL:ef
Attached



RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



July 6, 2009

All Ontario Municipalities

Re: Proposed Workplace Fatalities Family Bill of Rights

The following resolution #2009-251 was passed by Council of the City of Greater Sudbury on June 10, 2009:

WHEREAS a Proposed Workplace Fatalities Family Bill of Rights would provide fundamental information to the family of victims of workplace fatalities and serious injuries;

AND WHEREAS such Bill of Rights would ensure that:

1. Family members must have the right to designate a representative to act on their behalf in all matters related to the investigation and any follow-up legal actions related to the investigation.
2. Family members must be notified of all meetings, phone calls, hearings or other communications involving the accident investigation team and the employer, and be given the opportunity to participate in these events.
3. Family members must have the opportunity to recommend names of individuals to be interviewed by the accident investigation team and to submit questions to the investigators for response by the interviewees. Family members should be given the access to all transcripts of interview, affidavits, or written statements made by witnesses and others interviewed for the investigation.
4. Family members must have the right to be kept routinely informed (no less than once every 14 days) by the Minister of Labour and their investigators on the progress of the incident investigation, including an estimate of when the investigation will be completed.
5. Family members should have access to all documents gathered and produced as part of the accident investigation, including records prepared by first responders, police and Ministry officials. Information mentioning the deceased family member's name and condition should not be redacted from documents provided to family members. All fees related to the production of document should be waived for family members.

THEREFORE BE IT RESOLVED THAT the Council of the City of Greater Sudbury lends its full support to a Proposed Workplace Fatalities Family Bill of Rights;

AND FURTHER THAT this resolution be sent to the Association of Municipalities of Ontario for distribution and support from all municipalities in Ontario; The Honourable Peter Fonseca, Minister of Labour; The Honourable Rick Bartolucci, Minister of Community Safety and Correctional Services, and France G  linas, MPP for Nickel Belt.

Yours truly

A. Hach  

Angie Hach  
City Clerk

/fb

PO BOX 500 STN A
200 BRADY STREET
SUDBURY ON P3A 5P3

CP500 SUCC A
200, RUE BRADY
SUDBURY ON P3A 5P3

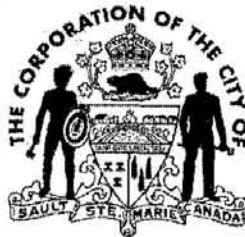
705-671-2489

www.greatersudbury.ca
www.grandsudbury.ca

5(j)

5(K)

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 11 23

Mayor John Rowswell
and Members of City Council

CULTURAL ADVISORY BOARD COMMUNITY RECOGNITION AWARD

Each year the Cultural Advisory Board accepts nominations for the Community Recognition Award for demonstrated contribution and commitment in the field of culture as defined in the Cultural Policy for Sault Ste. Marie.

In the Spring of 2009, the Members of the Cultural Advisory Board requested nominations from the community for the 2009 Cultural Advisory Board Community Recognition Award. The deadline for applications was May 31, 2009. Members of the Board met on June 16 and July 23, 2009 to review all submissions and passed the following resolution on July 23, 2009:

Moved by: K. Seidemann

Seconded by: Councillor T. Sheehan

"Resolved that the Members of the Cultural Advisory Board recommend that Webb Surround (the Webb Family) be awarded the 2009 Cultural Advisory Board Community Recognition Award and that Certificates of Achievement be awarded to nominees Valarie Horsepool and Matt Ceolin, and further that this be sent to Members of City Council for their approval."

CARRIED

Appended for your information is a background document on the award winners.

Elsewhere on Council's agenda there is a presentation of the award by Mayor Rowswell to Webb Surround.

Respectfully submitted
on behalf of the Cultural Advisory Board,

Joseph J. Cain
Manager Recreation & Culture

Recommended for submission,

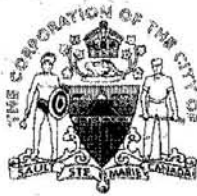
Nicholas J. Apostle
Commissioner Community Services

\\hroak\council\com_recognition_awards\09\council_report_cabors

cc: Members of the Cultural Advisory Board
attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



CULTURAL ADVISORY BOARD COMMUNITY RECOGNITION AWARD PERFORMING ARTS

WEBB SURROUND

The Webb family has been a regular on the local music scene for a number of years, even though a couple of them are relatively young. Webb Surround is made up of Bill Webb and his two children: Claryssa and Todd. The person who keeps the group organized and manages their busy schedule is wife and mother, Peggy Webb.

Webb Surround regularly plays at St. Jerome's Church, and is often the entertainment at the Steamy Bean Café. They often dedicate their time and talents to those shut in at local nursing homes, the Sault Area Hospitals, and Community Living Algoma. Webb Surround also performs at charitable events such as the Soup Kitchen and the Canadian Cancer Society's Relay for Life and performs at schools to encourage other children to get involved with the arts. Their talents go beyond being musicians, into the theatre, where Bill and Claryssa have participated in a number of local productions.

Bill is a talented instrumentalist. He has directed and arranged music for the Northland Barbershop Chorus for over ten years. He has performed in several productions of the Musical Comedy Guild including the beast in "Beauty and the Beast". Bill is currently involved at St. Mary's College Theatre as acting Music Director. True to his nature, Bill regularly volunteers teaching music lessons at the YMCA.

5(k)

Claryssa is also a talented musician and singer. She plays four instruments and also studies voice at the Algoma Conservatory of Music. In addition to her regular gigs with her family, Claryssa is a cellist with the Sault Symphony. She received fifteen Kiwanis Scholarships between 2005 and 2007. In 2008 Claryssa won the award for "Most Outstanding Musical Contribution" in all of Ontario for her role as "Ophelia" in the St. Mary's College Theatre production of "Rosencrantz and Guildenstern are Dead".

Todd is a young boy who is already demonstrating his own outstanding talents. He currently studies piano, violin and guitar at the Algoma Conservatory of Musica and has received six scholarships from the Kiwanis Music Festival between 2005 and 2007. In addition, Todd is studying tap dancing.

Webb Surround is not only a trio of talented artisans, they are dedicated to sharing those talents with the community and in so doing have made our city a better place to live.

WEBB SURROUND

**Cultural Advisory Board Community Recognition Award Recipient
Performing Arts for 2009**



2009 01 26

Mayor John Rowswell
and Members of City Council

Essar Centre – Changes to the Memorial Wall

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

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

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

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

Respectfully provided,

Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

J:\council\essar centre memorial wall updating 2009 02 09

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

attached

5(1)



THE ROYAL CANADIAN LEGION BRANCH 25

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

2007 04 02

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

Dear Nick,

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

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

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

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

Thanks for your valued support for all the Legion projects.

Sincerely,

Walter Wallace

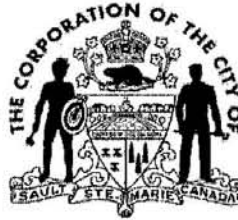
president
Royal Canadian Legion - Branch 25

COMMUNITY SERVICES COMMUNITY SERVICES DEPT.

APR 3 1 2007
RECEIVED RECEIVED

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(m)

2009 11 23

Mayor John Rowswell and
Members of City Council

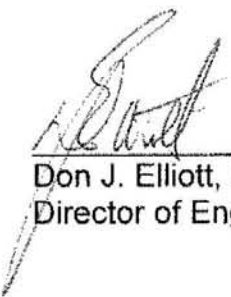
Re: Biennial Aqueduct Inspection - 2009

In the 2009 Miscellaneous Construction budget, \$50,000 was designated for the 2009 biennial aqueduct inspection. The sum of \$30,000 was designated to the Conservation Authority for the cleaning of the Fort Creek aqueduct under Second Line, which has been completed. At the 2009 07 27 meeting, Council approved retaining the services of STEM Engineering for the inspection of the Fort Creek box culvert, among others for the remaining \$20,000 funds.

An engineering agreement between the City and STEM Engineering with an upset limit of \$20,000 is required for this work. By-Law 2009 – 198 can be found elsewhere on this evening's agenda and is recommended for approval.

Respectfully submitted,

Recommended for approval,


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


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

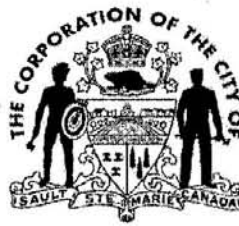
F:\ENGINEERING DATA\COUNCIL\D. Elliott\2009\Eng. Agreement - Aqueduct Inspections - 2009 11 23.doc

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(n)

2009 11 23

Our File: B-77-33

Mayor John Rowswell
Members of City Council

Re: Municipal Landfill Site
(1) Methane Monitoring and Mitigation and the
(2) Leachate Forcemain Flushing Project

Purpose

The purpose of this report is to make Council aware of these two proposed projects at the landfill site and seek approval to proceed.

Background

In our annual Environmental Monitoring Committee report to Council dated April 27, 2009 we noted that for the first time methane gas concentrations in the explosive range had been measured at one of the gas monitoring locations. Routine sampling conducted throughout this year has confirmed the readings are accurate and that methane is migrating towards the buildings at the site. In order to protect our workers and all those visiting the landfill site a Methane Monitoring and Mitigation program has been designed by AECOM and Dillon Consultants, our landfill engineering consultants. In general, the project will include building air leakage testing, and the supply and installation of ventilation equipment and gas detection equipment.

The second project proposed for the landfill involves the installation of five flushing connections along a 200mm diameter PVC leachate forcemain within the property limit. These connections are required in order to allow Public Works and Transportation to flush this portion of the forcemain which is expected to result in improved pumping rates.

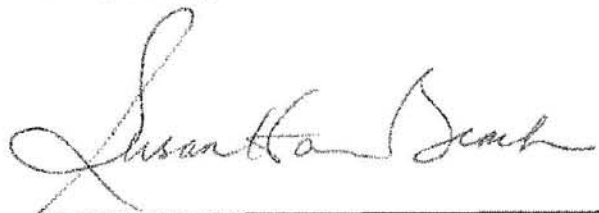
It is estimated that the sum of both of these projects will be less than \$180,000. including Engineering and with consultation with Bill Freiburger, Commissioner of Finance and Treasurer, it is intended that the Landfill Reserve be used to finance the effort.

5(n)

Recommendation

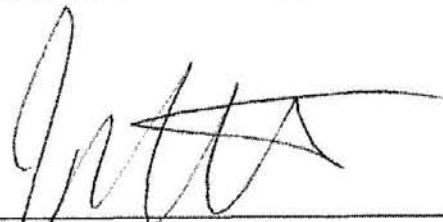
Engineering and Planning recommends that these two projects proceed and that they be funded by the Landfill Reserve Account.

Respectfully submitted



Susan Hamilton Beach, P. Eng.
Land Development & Environmental Engineer

Recommended for Approval



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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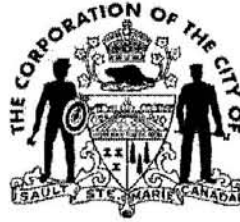
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(0)

November 23, 2009

File: 9.5.9

Mayor John Rowswell
Members of Council

Re: Connecting Link – Request for 2010 MTO Allocation

The City received a grant of **\$877,500** in 2009 for connecting link projects. It was provided for the resurfacing of Second Line from North Street to Great Northern Road. This project has been completed. The block on Second Line between Great Northern Road and Old Garden River Road was not approved. A grant of **\$356,250** was allocated to the westbound right turn lane on Second Line at Great Northern Road in 2008, which has been deferred to 2010 due to the requirement for a utility easement, and the need to keep Second Line traffic unrestricted during the 2009 closure of Third Line.

In the fall of each year, the Engineering Department submits a request for the following year's Connecting Link allocation. The attached table shows our suggested five-year Connecting Link schedule. The 2009 program request is to rehabilitate the two bridges over the Root River on Great Northern Road, north of Fourth Line, and the resurfacing of Second Line between Great Northern Road and Old Garden River Road. At the 2009 09 14 meeting, Council approved that we retain a specialized consultant to evaluate the two bridges. While the final report has not yet been submitted, the consultant will be recommending work in the range of \$2 million on the two structures. This is rehabilitation work which will add considerable life to the structures, and it is recommended that it be completed in 2010.

The MTO share of this program is **\$1,826,250**, and the City's share is **\$703,500**. The City's share will come from the annual Connecting Link allowance of \$500,000 and the forecasted surplus in the 2009/10 Capital Construction budget. The City's cost includes \$95,000 in unshareable funding for a new sidewalk on the south side of Second Line.

The tentative 2011 request will be for resurfacing Great Northern Road from Second Line to Third Line including a sidewalk along the west side of Great Northern Road which will address a long-standing requirement for pedestrians. The sidewalk would be entirely at the City's cost as new sidewalks are not shareable with the MTO under Connecting Link rules.

Under the Municipal Class Environmental Assessment Act, the planned resurfacing of Second Line in 2010 falls under Schedule A which means it is pre-approved. This resurfacing contract, if approved, will be prepared and administered by our own Engineering Technical staff. The bridge rehabilitation work is specialized and should be awarded to an engineering consultant. It is appropriate to retain the services of M.R. Wright and Associates as this firm has completed the bridge evaluation for the City. The design work must be

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completed during the winter months, to ensure a timely tender. In the event that the MTO does not approve the allocation, the work can be deferred, as long as the consultant advises that the work on the bridges can wait.

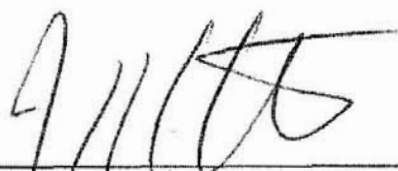
Recommendation

It is recommended that Council accept the 2010 connecting Link allocation request as information, and that the design and contract administration for the rehabilitation of the two Root River bridges on Great Northern Road be awarded to the firm of M.R Wright and Associates. An engineering agreement will be brought to Council at a later date.

Respectfully submitted,

Recommended for Approval:

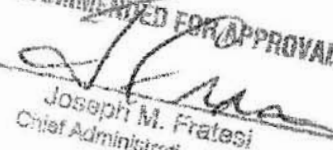


Don J. Elliott, P. Eng.
Director of Engineering Services

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

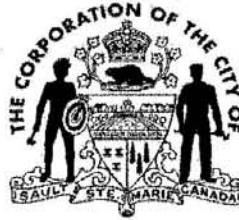
F:\ENGINEERING DATA\COUNCIL\D. Elliott\2009\2010 Connecting Link Allocation - 2009 11 23.doc

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Capital Construction Plan, Connecting Links (2010 to 2014)					
Year	Type	Street	From	To	
2010	Rehab bridge	Great Northern Rd	0.4 k N of 4th Line	over Root River	
	Rehab bridge	Great Northern Rd	Shultz Road	over Root River	
	Resurface	Second Line East	Great Northern Rd	Old Garden River Rd	
2011	Resurface	Great Northern Rd	Second Line E.	Terrance Ave.	
	Resurface	Great Northern Rd	Terrance Ave	Third Line	
2012	Par Recon (4 lanes)	Second Line East	Old Garden R. Rd.	A/C width change	
2013	Par Recon (4 lanes)	Second Line East	A/C width change	Black Rd	
2014	Resurface	Black Road	Trunk Road	McNabb Street	
	Resurface	Second Line East	Carmen's Way	North St	
Needs Beyond 2014					
		Trunk Road	East City Limit	Boundary Road	
		Trunk Road	Boundary Road	Black Road	
		Black Road	McNabb Street	Second Line	
		Carmen's Way	Second Line	Conmee Avenue	
		Carmen's Way	Conmee Avenue	Wellington Street West	
		Carmen's Way	Wellington Street West	Queen Street	
		Queen Street West	Carmen's Way	Huron Street	
		Great Northern Road	Third Line	Fourth Line	
		Great Northern Road	Fourth Line	Fifth Line	
		Great Northern Road	Fifth Line	North City Limit	
		Second Line East	North Street	Great Northern Road	

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(p)

2009 11 23

Mayor John Rowsell
Members of City Council

Re: Class B Truck Route Designation – Fifth Line East

At the October 13, 2009 meeting of Council, the following resolution was passed:

"Be it resolved that comments of Bruce Johnson BE REFERRED to Mr. Brian Haigh of Read, Voorhees and Associates for a further report back to Council."

The 2009 10 13 report was deferred in order to meet with Mr. Bruce Johnson and address comments (attached) that he made in response to this report.

On October 21, 2009, staff from Engineering & Planning, Public Works & Transportation, and the City's Traffic Consultant, Bryan Haigh (through conference call) met with Mr. Johnson.

The meeting was productive in addressing issues in a more detailed manner and provided resolution for some of the concerns. The following was agreed to:

- Fifth Line to remain as a Class "B" truck route. Alternatively, It was agreed that the designation to other routes only transfers the concerns. Fifth Line has a history of being a truck route and considerable funds were expended to improve and maintain the road surface. In an effort to ensure that such traffic will respect the route, appropriate signage will be located at the intersection of Fifth Line and Schultz Road identifying that trucks must use the Fifth Line / Great Northern Road entrance rather than bypassing this intersection and using Schultz Road and Great Northern Road. In addition, there will be signage along Fifth Line especially in the area of Schultz Road and DiTomasso Drive identifying pedestrian usage. If necessary the portable roadside speed board would be used at times to control speeding on Fifth Line. The permanent signage will be installed in the next two weeks.
- Correspondence will be sent to the gravel pit and construction companies in the area reinforcing the need for drivers to respect the truck route designation and not use Schultz Road. Mr. Johnson was accepting of the planned improvements to signage and enforcement.

- A separate meeting with Sara Henderson – Manager, Transport Training on Nov. 6/09 outlined the planned signage additions. Ms. Henderson indicated that the improvements being prepared would not impact their training program. She also stated that the students utilize the Fifth Line / Great Northern Road access to travel to Hwy. 556 (Ranger Lake Road) for their training, then to Landslide Road before returning to their site office.

Recommendation

That Council accepts the report as information and maintain the present Truck Route classification for Fifth Line.

Respectfully submitted,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

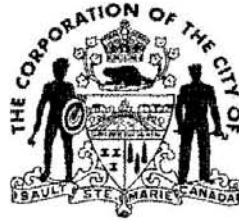


Joseph M. Fratesi
Chief Administrative Officer

/bb

Jerry D. Dolcetti, RPP
Commissioner

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



5(P)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 10 13

Mayor John Rowswell
Members of City Council

Re: Class B Truck Route Designation – Fifth Line East

At the May 11, 2009 Meeting of Council, the following resolution was passed:

Resolved that the letter from the resident of 810 Fifth Line East dated 2009 04 29 requesting that Fifth Line East be removed as a Class B Truck Route designation for large commercial transport be referred to the Commissioner of Public Works and Transportation, City Solicitor and other appropriate staff for review and report back to City Council.

In an effort to respond to the resolution and request from Mr. Bruce Johnson, staff engaged the services of our Consulting Traffic Engineer (Bryan Haigh, Read Voorhees & Associates). Mr. Haigh has played an integral part in preparing the City Transportation Plan and most recently the amendments to our Truck Route classification.

Mr. Haigh has addressed the concerns focusing not only on the individual concerns, but the impact of changes on the entire truck route system. Attached is the Truck Route classification map that is part of Schedule N-1 of Bylaw 77-200.

Recommendation

That Council accepts the report as information and maintain the present Truck Route classification for Fifth Line.

Respectfully submitted,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

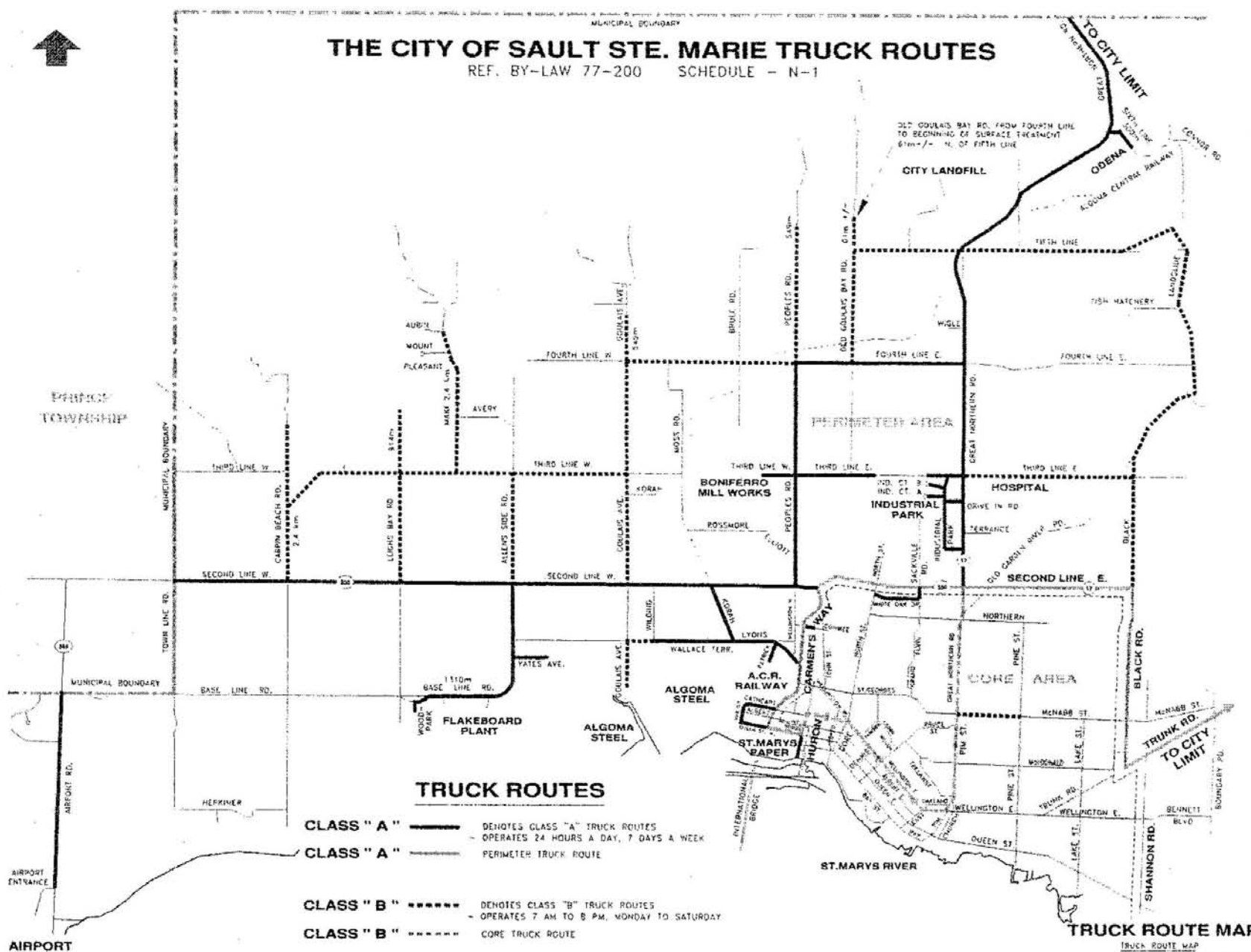
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

/bb



REF. BY-LAW 77-200 SCHEDULE - N-1



TRUCK ROUTE MAP

TRUCK ROUTE MAP
REF. 9F-14W 97-100
SCHWARTZ - A-1
(ATTN: REVISED)
JULY 2004

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This is further to the submission made by Mr. Brian Haigh of Read, Voorhees and Assoc. dated Oct6 2009 on behalf of the City of Sault Ste. Marie.

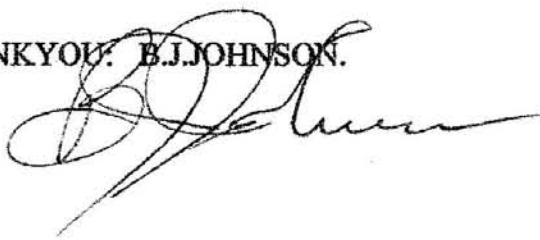
1. In relation to this first point I have no comment in relation to the length of time that the Class B. designation has been in effect, other than to note that there appears to have been an increase of Large vehicle traffic since 2006
2. In the matter of road resurfacing I would suggest that the road was in terrible condition with a broken surface and many potholes for a good number of years prior to 2006 when it was resurfaced from the Hwy 17 N to a point just before the Sault Conservation Authority. This surface was again torn up and replaced 2 years later in 2008 and covered the area from the highway to Landslide road. The city's reason for resurfacing the same portion 2 years later is unknown.
3. In response to the issue of the use of Fifth line by the transport training company, I can see no proposed solution here other than Mr. Haigh has merely stated the training company's position in this regard. I would state that there has been an increased use of this area by the training facility and it was not once in every three hours but in some cases an all day session from 0800 hrs to 1500 or 1600 hrs. The continuous Diesel idling time at the corner of 5th line and Schultz for debriefing sessions and the habit of practicing the reversing of these transport units onto Schultz as well as the continual grinding of gears by the novice drivers is very disconcerting for those persons living in the area. It is my understanding that Schultz road is not a designated truck route of any class. As stated in my initial letter these large slow moving vehicles are a hazard to both pedestrians and traffic alike. (Photos are available if requested of the units parked at Schultz and 5th line with the vehicles running and the instructors and students standing outside talking.)
4. **EXISTING TRAFFIC ON FIFTH LINE:** I would have to ask why the study chose to use the location just West of Ditomasso as a survey point. This point is also west of Schultz Rd. and, it is a known fact to all the residents in the area that any gravel truck leaving Brandi's pit and heading to the East of the Sault sneaks down Schultz Rd. to Fifth Line and then turns left on 5th. Among these are numerous City Vehicles as well. I would therefore surmise that any large vehicles using this route would not have been part of the study. It is one thing to conduct a 2 day study and another to reside in the area and be aware of the comings and goings of these large vehicles. As another point in this regard, I would ask the councilors to recall when they have tried to turn south onto the highway from 5th line and experienced the subsequent adrenalin rush in pulling out into traffic as a result of the two blind corners to the South and North of this intersection. Subsequently, imagine the difficulty and danger for a large slow moving transport to pull out onto the

Highway at this location. I am therefore assuming this is another reason why the local truckers are using Schultz rd. to gain access to the highway north and Brandi's Pit.

5. **TRUCK ROUTE SYSTEM ISSUES:** I understand the city's concern and rationale for having an alternate truck route to reach Hwy 17 North. I agree with the Voorhees report that it would be illogical to have a truck route end at Landslide with no alternate place to go. I just feel that there would be a better choice for the route in question. At present there are 30 private dwellings and 2 businesses on 5th line, not counting any of the residential side streets such as Powley, Old Hwy 17, Ditomasso and Schultz Side Rd. which are on the Eastern end of fifth Line. In 2006 and 2007 the city spent a great deal of taxpayer's money to construct a new bridge as well as the merging and turn lanes at Sixth Line to facilitate the Odena Site and its Class A designation. Yet a very small number of trucks use this site compared to the total volume of trucks potentially on the road. There are at present only 4 residences and one Farm on the section of road from Landslide north to 6th Line and Hwy 17th North. The distance of this portion of road as a proposed class B truck route is (2.4km). The distance of the 5th line route is (3km).
6. This shorter and safer alternate route proposal makes more sense than the current situation which affects so many people and families. If the sole purpose is to facilitate truck traffic to Hwy17 N. and to miss the railroad bridge for oversize loads then this alternate proposal also meets those requirements. The design of this proposed section of road conveniently reduces the speed of the large commercial vehicles, whereas the straight stretch on 5th line appears to encourage the large trucks to speed through a posted residential area. As a side issue this straight stretch on Fifth Line East has, since the repaving, become a favourite spot for street drag racing. I have witnessed both Large trucks and these latter vehicles travelling at limits well above that posted for the road.

ALTERNATE PROPOSAL: I would therefore like to recommend to council that the existing Class B truck route for the Landslide /Fifth Line designation be rescinded and the Alternate proposed route of Landslide/6th Line which would connect with the class A 6th line Truck Route be used instead. This Proposal is based on the consideration of Safety, Population differences of the two routes and the shorter distance that trucks would have to travel to gain access to Highway 17 North

8. **THANKYOU: B.J. JOHNSON.**



5(p)

READ, VOORHEES & ASSOCIATES LIMITED



2 DUNCAN MILL ROAD • DON MILLS • ONTARIO • M3B 1Z4
TEL: (416) 445-4360 readvoorhees@rva.ca FAX: (416) 445-4809

October 6, 2009

Mr. Jerry Dolcetti
Commissioner, Engineering and Planning Department
City of Sault Ste. Marie
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Re: Sault Ste. Marie Fifth Line Truck Route

Dear Sir:

I am pleased to provide my opinion on the Fifth Line truck route with respect to the comments by Mr. Bruce Johnson and the request to remove the Class B truck route designation from Fifth Line east of Great Northern Road.

I have summarized Mr. Johnson's comments in the following points. They are shown in *italics*. Please refer to his letter to C.A.O. Fratesi for the complete text where he clearly states his concerns. I have included my comments following each point.

MR. JOHNSON'S COMMENTS

1. *Fifth Line was designated as a truck route in 2007, perhaps in conjunction with the new bridge on Sixth Line. Because the bridge is now complete, there is no reason to keep the truck route designation on Fifth Line.*

Fifth Line has been a truck route for a long time, possibly since the truck route system was initiated. The oldest truck route map I have is from 1997 and it shows Black Road from Trunk Road to Second Line as a Class A truck route and the Black-Old Garden River-Landslide-Fifth route from Second Line to Great Northern Road as a Class B truck route. This was the same as it is now in 2009. There has been no change in at least the last 12 years.

2. *Fifth Line pavement was refurbished in 2008 and having heavy trucks on it will lead to premature deterioration.*

In the past several years, in an effort to maintain Fifth Line as a Class B Truck route, sections of the route have been resurfaced at a cost of approximately \$900,000. As a truck route, the road base and pavement were designed to accommodate heavy trucks. The pavement is

expected to last many years and not deteriorate prematurely. The previous major work on the roadway was in 1972, so the roadway lasted 36 years. This is a long period between major improvements on a roadway and it is expected to be at least as long again before additional major work will be required. It is better to have heavy trucks on a roadway designed to accommodate them than on a roadway that is not as well designed.

3. *Transport Training has been using Fifth Line for training student truck drivers and this causes problems. Pedestrians and other non-motorized roadway users are at risk because of the increased number of trucks and because there are no sidewalks, just paved shoulders. The student drivers cause a lot of noise because of gear shifting. There is pollution because of idling. The trucks block traffic and cause unsafe passing. The Fifth/Schultz intersection is used to practice turning and there is a lot of idling there.*

I discussed the student truck driver training program with Ms. Sarah Henderson who has been the manager of Transport Training's Sault Ste. Marie campus for more than three years. I ascertained the following information:

- The training program has been in place for more than 10 years and as far as Ms. Henderson knows, Fifth Line has always been a part of the training route.
- There are two tractor trailer trucks used for training and each of them would drive on Fifth Line approximately once every three hours.
- The training activity is stable - there is some variation in the number of trips per day but an increase in the number of students or the number of trips is not anticipated.
- Fifth Line is considered to be a good route for training drivers with limited experience because of the relatively low traffic volumes.
- Most importantly, the trainers are not supposed to stop for long periods at Schultz Road or elsewhere on Fifth Line - there are other locations and lots where the trainers and students are supposed to stop for discussions and breaks. I told Ms. Henderson that stops on Fifth Line were reported as happening. After this conversation, I understand that she informed the trainers again of the practice that should be followed.
- She wants the trucks using Fifth Line to operate as quietly and smoothly as possible.

It appears that Mr. Johnson's main concerns are related to the student truck driver training program, not trucks in general. I suggest that the City follow up with Ms. Henderson to confirm that the trucks should operate to minimize neighbourhood disturbances.

EXISTING TRAFFIC ON FIFTH LINE

A 24-hour traffic count was conducted on Fifth Line west of Ditomasso Court on August 6 and 7, 2009. The count showed that the volumes of traffic are quite light, not a lot of the traffic is truck traffic, and that there are not a lot of heavy trucks using Fifth Line:

- total traffic volume was 786 vehicles
- peak hour volume was 73 vehicles (approximately 1 vehicle every 50 seconds)
- approximately 721 vehicles were cars, vans and pick-up trucks (92% of total)
- approximately 65 vehicles were trucks (8% of total)
- of the 65 trucks, 6 were tractor trailers.

Based on the count, Fifth Line is a low volume roadway that is being used by some trucks, including a few tractor trailers. Being a truck route, it is appropriate that Fifth Line is being used by trucks and the fact that Mr. Johnson has concerns about only 6 tractor trailers during a day reinforces my opinion that his main concerns are related to the student truck driver training program, not trucks in general.

TRUCK ROUTE SYSTEM ISSUES

There are several pertinent points related to truck routes in general and to Fifth Line in particular. Truck routes are in place to direct trucks to use specific roadways that have been constructed to accommodate heavier vehicles. Also, unless a truck route terminates at a location such as a factory, terminal or landfill, continuity of a Class B truck route from one Class A truck route to another is very important. The existing Class B Black-Old Garden River-Landslide-Fifth truck route from Second Line to Great Northern Road meets those criteria - properly constructed and continuous. To limit the truck route to the Black Road, Old Garden River Road and Landslide Road sections would illogically terminate the truck route at Fifth Line.

The existing Class B Black-Old Garden River-Landslide-Fifth truck route provides an approved detour route for trucks when there is a blockage on Second Line or Great Northern Road that affects traffic. It also serves as a suitable route for escorted trucks with large loads that cannot clear the overhead train crossing on Highway 17 North between Fourth Line and Fifth Line. The ability for these trucks to use Fifth Line as part of the continuous truck route connecting Highway 17 North and Highway 17 East, and to obtain access to the Trans Canada Highway, is an asset.

4.6 m
15.9'

The Black-Old Garden River-Landslide-Fifth truck route also provides an alternate route for trucks that want to by-pass the Second/Great Northern intersection, even when there is no blockage. The by-pass pattern is not apparent now, but may be in the future when the Second/Great Northern intersection will be experiencing more capacity constraints. There has already been analysis of ways to create a system whereby traffic can by-pass the Second/Great Northern intersection to avoid the forecast congestion.

Third Line from Black Road to Great Northern Road is also a truck route and the Black-Third route may currently be used as a by-pass. However, with the hospital being constructed on Third Line, and because it is not unusual to prohibit heavy trucks in hospital areas, it is possible that the Third Line truck route will be adjusted or eliminated. If the Third Line truck route is eliminated, the Black-Old Garden River-Landslide-Fifth route would become the only alternative by-pass route for heavy trucks.

I believe that if the Fifth Line truck route was to be removed, there is a high probability that it would have it would be reinstated at some future time.

CONCLUSIONS

Based on my assessment of the concerns raised by Mr. Johnson, I believe that the Transport Training manager has responded to the situation described by Mr. Johnson and that the training trucks will not unduly stop on Fifth Line. I suggest that the City follow up and

5(p)

6 October, 2009

Page 4

reinforce the desire for the Transport Training trucks on Fifth Line to operate as quietly and smoothly as possible.

Based on the truck route system, I strongly believe that the Class B truck route on Fifth Line should be retained as it is.

Please contact me if you have any questions or require additional information.

Yours very truly,

READ, VOORHEES & ASSOCIATES LIMITED

B. Haigh

Bryan Haigh, P.Eng.

Sault Star
Oct. 12, 2007

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CITY INFORMATION

The Corporation Of The City Of Sault Ste. Marie

OPEN HOUSE - TRUCK ROUTES - CLASS A & B

Background

The City of Sault Ste. Marie is holding a Public Open House to inform the community of proposed revisions to the Class A & B Truck Routes within the municipality.

An assessment by the City's traffic consultant, Read, Voorhees & Associates in 2007, identified several changes to the route classifications brought about in part by the completion of the city's new transportation corridor addition, Carmen's Way, and the planned Highway 17 extension (bypass).

One of the main benefits in implementing these changes will be to redirect truck traffic that is not destined for local destinations away from the downtown and residential areas.

Invitation for Public Involvement

The Open House will be open to the General Public, stakeholders (trucking and transportation companies), businesses and industries that rely on trucking for deliveries and shipments.

October 18, 2007

Biggings Room - Civic Centre, Level 3

3:30 - 7:00 p.m.

Project staff will be available to discuss issues and concerns with members of the Public.

Further details may be obtained by contacting:

Don Elliott, P. Eng.
Director of Engineering Services
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
(705) 759-5329

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
(705) 759-5384

OPEN HOUSE - NORTHERN AVENUE SIGNALIZED PEDESTRIAN CROSSING

Project

The City of Sault Ste. Marie is holding a public open house to discuss issues and concerns regarding the installation of a signalized pedestrian crossing on Northern Avenue near the Soo Pee Wee Arena site.

Background

A traffic assessment was completed by the City's Traffic Consultant, Read, Voorhees & Associates in 2007, which identified several options to address the safety concerns associated with pedestrians crossing Northern Avenue in the area of the Zellers Plaza and the Soo Pee Wee Arena.

Invitation for Public Involvement

An Open House will be held on Wednesday, October 17, 2007, in the Common Room of the Columbus Club Senior Housing Complex at 277A Northern Avenue East from 3:00 p.m. to 7:00 p.m. This will provide an opportunity to receive input and comment from interested parties. All members of the Public are welcome to attend at any time between the hours of 3:00 p.m. to 7:00 p.m. on the above-noted date. Project staff will be available to discuss issues and concerns with members of the Public.

Further details may be obtained by contacting:

Don Elliott, P. Eng.
Director of Engineering Services
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
(705) 759-5329

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
(705) 759-5384



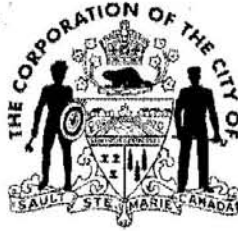
P.O. Box 580, 99 FOSTER DRIVE, Sault Ste. Marie, Ont., P6A 5N1, PHONE 759-2500

www.cityssm.on.ca

62702741

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

5(9)

File No. R.1.2.4

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2009 11 23

Re: Dog Control on Topsail Island

On October 26, 2009 City Council passed the following resolution:

"Moved by Councillor S. Myers
Seconded by Councillor P. Mick
Whereas a number of complaints are being received around the issue of dogs not being kept on leash in accordance with the City bylaw; and
Whereas the Humane Society Officers who enforce the City's animal related bylaws are facing a challenge seeking the identity of offenders; and
Whereas there may be an alternative involving Police Services in conjunction with the Humane Society staff; and
Whereas there may also be merit in designating a specific On Leash area of Bellevue Park as a "Dog Run" as is the case in other communities' park areas;
Therefore be it resolved that the appropriate staff review this situation and report back to Council within one month with recommendations to address this matter."

The purpose of this report is to advise Council of the enforcement efforts that have been made to control dogs on Topsail Island.

Police, in conjunction with Humane Society enforcement officers, attended at various times and days of the week during the month of November. On Saturday, November 7th and Sunday, November 8th Police and Humane Society officers attended Topsail Island for the purpose of warning individuals. Every dog owner with whom they spoke complied and put their dog(s) on a leash.

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Thereafter, it was the intention of both the police and Humane Society to lay charges if dogs were observed off leash. After the initial warning period no dogs were observed off leash. This consistent compliance is attributable in no small way to the police presence. Additionally, the cooler weather has decreased the number of people walking dogs at Topsail. We will continue to monitor with Police support when necessary.

As for designating an area of the park as a "dog run", I am advised by the Humane Society that this is not currently necessary. If there is a change in the level of compliance the Humane Society will re-visit the idea of a dog run.

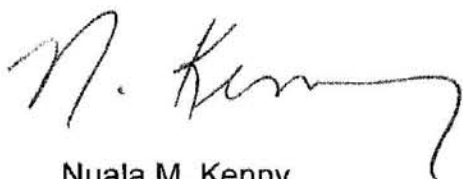
I will up-date Council as developments arise in the future.

RECOMMENDATION

This report is provided for the information of City Council.

Respectfully submitted,

Recommended for approval,



Nuala M. Kenny
Assistant City Solicitor



Lorie Bottos
City Solicitor

NMK/dh

Council Reports\2009\Dog Control on Topsail Island

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

cc: Chief Robert Davies, Sault Ste. Marie Police Service
Ms. Cindy Ross, Manager, Sault Ste. Marie Humane Society

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



5(r)
**LEGAL
DEPARTMENT**

FILE NO.: P.4.5.365

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2009 11 23

**SUBJECT: PURCHASE OF PROPERTY FOR PROPOSED WEST
END COMMUNITY CENTRE REDEVELOPMENT**

PURPOSE

The purpose of this report is to recommend to Council the purchase of property located on the west side of Central Creek for the purpose of the redevelopment of the West End Community Centre.

COMMENTS

When Council was applying for Stimulus Funding for the redevelopment of the McMeeken Centre, Council acquired property from Mr. Nick Parniak which is located just to the south of the McMeeken Centre. Another piece of property that was identified as being desirable to acquire was property immediately to the east of the Parniak property. The property is owned by the Edgar family. The size of the property is 1.8 acres.

5(r)

- 3 -

I contacted Mrs. Rose, the daughter of the owners and she indicated the family would like to dispose of this property as it is landlocked, being on the west side of the Central Creek.

The purchase price is the same per acre price as was paid for the Parniak property.

RECOMMENDATION

The recommendation is that the City acquire the property from the Edgar family located on the west side of Central Creek and comprising approximately 1.8 acres. If Council is in agreement an appropriate By-law 2009-195 appears on your agenda.

Respectfully Submitted,



Lorie A. Bottos
City Solicitor

LAB/da

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

da/council reports/2009reports/City pf Edgar

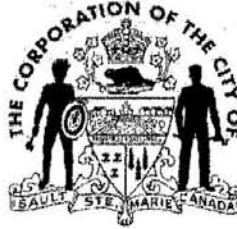
[illegible]

COOPER

5/4

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

5(s)

REPORT TO: Mayor John Rowsell
and Members of City Council

REPORT FROM: Lorie Bottos, City Solicitor

DATE: 2009 11 23

RE: A REQUEST TO LIFT 1' RESERVE AT THE END OF
ANITA BLVD., SOUTH OF NORTHERN AVENUE -
CONSEIL SCOLAIRE CATHOLIQUE DU NOUVEL-
ONTARIO

PURPOSE

As Council may be aware the Conseil scolaire catholique du Nouvel-Ontario is proposing to redevelop the school on North Street. City staff has received a request from Conseil scolaire catholique du Nouvel-Ontario to lift a 1' reserve at the south end of Anita Blvd., south of Northern Avenue.

ATTACHMENTS

Attached is a plan showing the location of the 1' reserve and also a plan showing the surrounding area.

COMMENT

On November 9, Don McConnell and I met with Regent Dupuis of the Conseil scolaire catholique du Nouvel-Ontario. The Board is developing a school at 602 North Street. Part of the redevelopment plan calls for a parking lot that will have access off of Anita Blvd. Mr. Dupuis advised that there has been a public meeting with the neighbourhood. The plans for the development of the site were explained at that public meeting.

The request from the Conseil scolaire catholique du Nouvel-Ontario is to have the City assume as part of Anita Blvd. the 1' reserve so that access can be taken to the 36 space parking lot on Anita Blvd. instead of having a driveway along the north side of the school alongside the neighbours.

The request has been circulated to Planning staff as well as the Department of Public Works and Transportation, neither which has a problem with lifting the 1' reserve.

The City will require an easement over the Board property for the purpose of a turnaround for the Department of Public Works and Transportation vehicles.

RECOMMENDATION

The recommendation is that the City assume the 1' reserve located on Plan 3605 (Nyberg Subdivision) and further that the City obtain from the Board a turnaround easement for the Department of Public Works and Transportation vehicles.

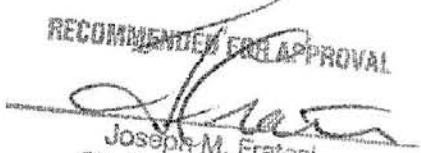
Yours truly,



Lorie Bottos,
City Solicitor

LAB/da

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

3M RESERVE
PLAN #3605
PIN 31553-0087

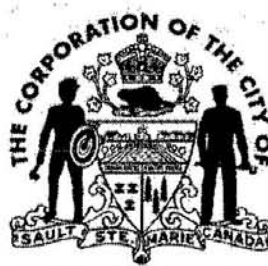


DESIGN SCHÉMATIQUE - 30 MARS 2009



Fire Chief – Marcel Provenzano

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



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

5(+)
Emergency Direct "911"
Emergency Phone (705) 949-3333
Business Phone (705) 949-3335
Fire Prevention Phone (705) 949-3377
Emergency Medical Services (705) 949-3387
Fax Phone (705) 949-2341

November 23, 2009

Mayor John Rowswell and
Members of City Council

Re: Garden River First Nation Ambulance Base

I am pleased to report that the new ambulance base located in Garden River First Nation community is now complete and ready for occupancy by our Emergency Medical Services (EMS) Division, subject to the approval of City Council. The new ambulance base will be integrated with Fire Services' EMS Division and staffed seven (7) days per week between the hours of 8:00 am and 8:00 pm with two (2) Primary Care Paramedics (PCP). Please refer to the attached report from the David Stokes, Manager of EMS for additional background information.

As a result of the new ambulance base, Fire Services' EMS Division will have to add four (4) additional fulltime PCP in order to facilitate another ambulance in service during the aforementioned timelines. The additional four (4) PCP will commence fulltime employment upon the opening of the new facility in Garden River. These additional fulltime personnel have been tentatively selected from our EMS part time list which will be subsequently replenished with 4 part time PCPs.

The Ministry of Health and Long Term Care (MOHLTC) has confirmed in both a letter, and in a new Land Ambulance Service Agreement (LASA) to the District of Sault Ste Marie Social Services Administration Board (DSSMSSAB), their intent to provide **100% funding** for this new ambulance base including construction costs, equipment, staffing and operating costs associated with the new ambulance base.

After much negotiation and several amendments to the LASA, City Solicitor Lorie Bottos and I both agree that the most recent revisions made by the MOHLTC are satisfactory and protect both the interests of City and the DSSMSSAB. Following the amendments a report was submitted to the DSSMSSAB, recommending that they proceed with the project. The project then received the endorsement of the DSSMSSAB by way of a fax poll conducted on November 4, 2009.

Upon approval by the City, the DSSMSSAB will be responsible to allocate necessary subsidies to the City for operation of the facility, as funded by the MOHLTC and pursuant to the LASA. Fire Services will be responsible for administering the budget, in separate 'Cost Centres' as it applies to the new Garden River First Nation ambulance station.

5(+)

In addition, and also subject to the approval of City Council, the City will enter into a 'Tenancy Agreement' with Garden River First Nation (property and building owner) to occupy the new ambulance base for a period of ten (10) years, at a cost of \$1 per year. The survival of the 'Tenancy Agreement' is subject to the ongoing funding from the MOHLTC currently in place.

Recommendation:

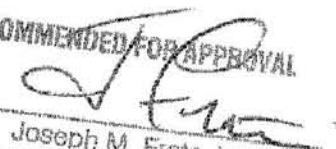
It is my recommendation that the City proceed with this project as outlined in both reports, including an increase in our current fulltime EMS complement by four (4) paramedics.

Respectfully submitted,



Marcel Provenzano
Fire Chief

Attachment (1)

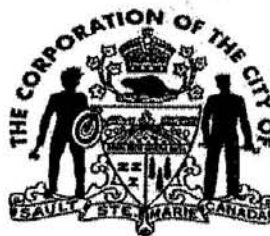
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(+)

Fire Chief Marcel Provenzano

Division Heads:

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



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

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

August 10, 2009

Marcel Provenzano, Fire Chief
Sault Ste. Marie Fire Services
72 Tancred Street
Sault Ste. Marie, ON P6A 2W1

Dear Marcel:

On May 16, 2008 former Fire Chief Lynn McCoy met with Dennis Brown, Senior Manager Emergency Health Services Branch and Jack Cruickshank Senior Field Manager North East Region. They discussed the possibility of establishing a land ambulance service in the community of Garden River First Nation.

Mr. Brown stated that the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) would be responsible for the provision of land ambulance service and the Sault Ste. Marie Fire Service - EMS Division would operate the facility. He also stated that he was waiting for authorization to proceed from Mr. M. Bates, Director of Emergency Health Services. (This authorization was received late in 2008.)

In March 2009 an agreement for the construction of a new ambulance station located in Garden River First Nation was signed between the Ministry of Health, the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and Garden River First Nation. In this same agreement under section 4, it states that the Sault Ste. Marie Fire Service - EMS Division will occupy and use the new ambulance station solely for the provision of land ambulance services. This station will also be 100% funded by the Ministry of Health and Long Term Care (MOHLTC).

Although this ambulance will be stationed in the community of Garden River, the MOHLTC controlled dispatch center utilizes the closest and most appropriate ambulance when responding to calls for service. This new station will provide EMS coverage not only to Garden River, but also east to Laird Hill and the Sylvan Valley area, along with the eastern portion of the City of Sault Ste. Marie. This will provide a faster emergency response to patients in an expanded area than is currently available. I believe this will be a great benefit to our service.

Sault Ste. Marie Fire Services – EMS Division will operate and maintain one ambulance staffed by two Primary Care Paramedics on a 12 hour day shift, seven days per week at the Garden River First Nations Station. In order to accomplish this staffing requirement for the new station, we must increase our compliment by four full time paramedics.

I respectfully request that this proposal be forwarded to the District of Sault Ste. Marie Social Services Administration Board for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Stokes", with a stylized flourish at the end.

David W. Stokes, Manager
Sault Ste. Marie Fire Services – EMS Division

DWS/sf



SAULT STE. MARIE POLICE SERVICE

5(u)

580 Second Line East
Sault Ste. Marie, Ontario P6B 4K1

ROBERT D. DAVIES
Chief of Police

BOB KATES
Deputy Chief of Police

EMERGENCY DIAL: 9-1-1
TELEPHONE: (705) 949-6300

EXECUTIVE FAX: (705) 949-3082
OPERATIONS FAX: (705) 759-7820

November 3, 2009

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

Dear Mayor Rowswell

**Re: Protocol for the Sharing of Information between the Sault Ste. Marie
Police Services Board and the Municipality of Sault Ste. Marie**

Bylaw 2001-19 was passed in January 2001 to authorize a protocol agreement between the City of Sault Ste Marie and the Sault Ste Marie Police Service dealing with the sharing of information (annual reports, business plan) between the parties as required by Provincial adequacy standards.

A recent routine inspection of the Sault Ste Marie Police Service lead to a recommendation from the Police Quality Assurance Unit of the Ministry of Community Safety and Correctional Services that this 2001 protocol agreement be updated. The Sault Ste Marie Police Services Board approved the updated agreement at their meeting on October 29, 2009 and I would request that City Council approve and sign the attached document at their next meeting.

Would you please return one signed original to the Police Service and the second original may be retained by the City of Sault Ste. Marie? Thank you for your assistance in this matter.

Yours truly,

Robert D. Davies
Chief of Police

RDD:ah

Attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(u)

PROTOCOL FOR THE SHARING OF INFORMATION

BETWEEN

THE SAULT STE. MARIE POLICE SERVICES BOARD.

-AND-

THE MUNICIPALITY OF SAULT STE. MARIE

WHEREAS pursuant to section 31(1) of the *Police Services Act*, as amended, the Sault Ste. Marie Police Services Board is responsible for the provision of adequate and effective police services in the Municipality of Sault Ste. Marie;

AND WHEREAS the Municipality of Sault Ste. Marie is required pursuant to section 4(1) of the *Police Services Act* to provide adequate and effect police services in accordance with its needs;

AND WHEREAS the Sault Ste. Marie Police Services Board is required by section 32(1) of Ontario Regulation 3/99 ("Adequacy Standards") to enter into a protocol with the Council for the Municipality of Sault Ste. Marie that addresses:

- (1) the sharing of information with Municipal Council, including the type of information to be shared and the frequency of sharing such information;
- (2) the dates by which the business plan and annual report shall be provided to Municipal Council;
- (3) the responsibility for making public the business plan and annual report, and the dates by which the business plan and report must be made public; and
- (4) if Municipal Council chooses, jointly determining, and participating in the consultation processes for the development of the business plan.

THEREFORE THE PARTIES HEREBY AGREE THAT:

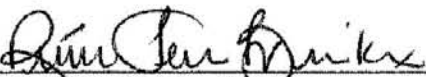
1. The Sault Ste Marie Police Services Board shall provide the Municipality of Sault Ste Marie with:
 - a) the dates, times, and location of the Police Services Board monthly meetings;
 - b) if requested, copies of the public agenda; and
 - c) if requested, copies of the minutes once approved following the Board's said meetings.
2. The Sault Ste. Marie Police Services Board shall ensure through the Chief of Police that the business plan is placed on the Service's intra-net server and the Service's website for public access. Hard copies will be provided upon request under the Service's fee schedule.
3. The Sault Ste. Marie Police Services Board will:
 - (a) provide Council with notice of any public meetings, or other consultation processes scheduled by the Board for the development of a business plan;

- (b) and every three years thereafter will provide Council with a copy of the Police Service's business plan on or about June 30th;
 - (c) make the business plan available to the public on or about June 30th;
 - (d) provide copies of the Service's annual report to Council and make it available to the public annually on or about June 30th.
4. This protocol is subject to the provisions of Section 41(1.1.) of the *Police Services Act*, as amended, and the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.



Judge James Greco, Chair
Sault Ste. Marie Police Services Board

John Rowswell, Mayor
Municipality of Sault Ste. Marie

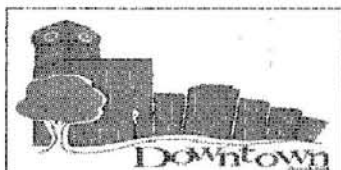


Ruth TenBrinke, Secretary
Sault Ste Marie Police Services Board

Donna Irving, City Clerk
Municipality of Sault Ste Marie

Signed this 29 day of October,
2009.

Signed this _____ day of _____,
2009.



downtown association

Sault Ste Marie, Ontario

Downtown Parking Summary

The Parking Committee was formed by Mayor John Rowswell in September 2008. It was formed to determine what the major parking issues in the Downtown were and how to best address them.

The Committee consists of the following members:
Councillor James Caicco, Councillor Lorena Tridico, Alison Walton, Hans Geenen, Bill Watts, Art Gagnon, Don McConnell, Frank Gaccione, Shirley Richards, Steve Turco and Anna Boyonoski.

The first meeting was held on Tuesday, November 18, 2008. Over the past year, our Committee has met on a number of occasions (June 4, August 13, September 1, and October 14). In addition, a Parking Forum was held on February 4, 2009 where both members of the Downtown Association and the public were invited to share their concerns and possible solutions about parking. A Downtown member survey was also performed (via our website, Downtown News and individual contact).

Based on response from the forum and survey, it was determined that changing 2 hour free parking to 3 was the most popular choice among respondents. To confirm and generate general consensus, a parking petition was carried out. Starting the week of July 6, petitions were left at a total of 108 locations along Queen Street and represented a number of different businesses including retail, service-based restaurants, cultural attraction, lawyers, etc. In the end, there were over 2000 signatures in support of changing the 2 hour to 3 hour parking in municipal lots.

In June 2008, the Downtown Association Board approved both the request and proceeding to the next steps; taking this request to city hall.

In September the Parking Committee met with city officials (Art Gagnon and Larry Girardi) who expressed concern about this option. They stated that lots would be filled by full and part-time Downtown workers which in turn would lead to a loss of revenue (i.e., workers would not buy permits but rather park at different lots throughout the

day). It was also stated that it would be difficult to monitor. On the busier lots (e.g., Bingham and Spring-March), customers would have to wait for additional spaces to open up due to workers using the spots. In addition, permit holders may find it difficult to find spaces. Members of the Committee had asked for a trial run of 6 months, however, that was option was also not accepted by city officials.

Alternately Art suggested pay and display systems and arranged to have a representative from J.J. MacKay Canada Limited (a manufacturer of these systems) meet with the Parking Committee to discuss the system and address any questions or concerns (October 13). Each unit cost approximately \$8,000 and we would require at least one machine per lot. They can easily be adjusted in terms of rates and can accommodate for free parking for a specific time.

One of main advantages of this system is that it allows people the option of choosing how long they need and pay accordingly. It would also be a revenue generator for the city (after initial costs of the machines are covered). Concerns include the fact that full and part-time workers could still use the lots to park possibly limiting space for other customers.

The Parking Committee will be meeting again shortly to review the various options. In the meantime, Parking Committee member Bill Watts is working on creating a more comprehensive strategy including a mission statement. Current activities include obtaining additional information such as parking cost and revenue generation figures and private parking lot locations and numbers as well as inviting other interested parties to become a part of the Committee.

Recognizing that parking is a complex issue and that there are many factors at play, we want to make sure we have as much information as possible so that we may put forward the best recommendations possible.

For further information, I can be contacted at the coordinates listed below. Committee member Bill Watts can also be contacted at billwatts@shaw.ca or 257.6016.

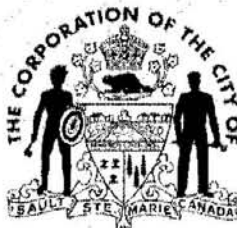
Sincere regards,

Anna Boyonoski
Manager
Downtown Association

496 Queen Street East, Sault Ste. Marie, ON, Canada P6A 1Z8
Tel: (705) 942-2919 Fax: (705) 942-6368 Email: info@saultdowntown.com
Website: www.saultdowntown.com

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R.1.2.5

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2009 11 23

Re: Placing Question on the Ballot Regarding Store Openings on Boxing Day

In accordance with Council's instructions at the meeting on October 26th, appearing on your agenda this evening is By-law 2009-187. This by-law would authorize the placing of a question on the ballot in the 2010 municipal election. In the last couple of weeks there has been an indication from the Province that there may be a change in the election date next year. Therefore, the by-law has been worded to authorize the question being put on the ballot whether the election is on November 8th or such other date as determined by legislation.

As Council knows, the issue before Council today is not whether stores should be open or closed on Boxing Day. Council passed a resolution on September 28, 2009 to "begin the process of placing the Boxing Day question on the next Municipal Ballot." Therefore, the issue now is the wording of the question. Council must be satisfied that the question is clear, concise, neutral and capable of being answered with a "yes" or "no" answer. The question cannot be worded so as to suggest one answer or another.

In accordance with section 8.1(3) of the Municipal Elections Act notice of the intention to pass the by-law was given to the public and the Minister. A copy of the letter to the Minister is attached. The notice to the public appeared in the Sault Star on November 7th and 21st, 2009 and the Sault This Week on November 11th. The notice has also been placed on the City web page.

If Council passes By-law 2009-187, the notice requirements under section 8.1(4) of the Municipal Act will be addressed regarding further notice to the Minister and the public within fifteen days after the by-law is passed.

RECOMMENDATION

By-law 2009-187 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Lorie Bottos
City Solicitor

LAB/dh

Enclosures

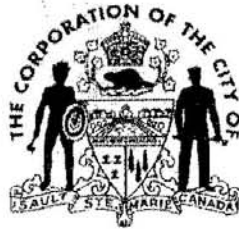
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

6(5)(a)

File No. R.1.2.5

2009 11 03

The Honourable Jim Watson
Minister of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, Ontario M5G 2E5

Dear Minister Watson:

**Re: Notice Pursuant to section 8.1(3) of the Municipal Elections Act
Regarding Putting a Question on the Ballot**

In accordance with the requirement of section 8.1(3) of the *Municipal Elections Act* I am enclosing a Notice of Public Meeting that will be held by the Council of The Corporation of the City of Sault Ste. Marie on November 23rd, 2009 regarding putting a question on the ballot. The question pertains to retail business establishments being allowed to stay open on Boxing Day. I am also enclosing a copy of the by-law that will appear on the Council agenda that evening. Right now Council has in place a by-law requiring most stores to close on Boxing Day.

In accordance with the requirements of section 8.1(3) notice has also been placed in the local newspapers as well on the City web page.

.... /2

6(5)(a)

2/

If your staff has any questions regarding this matter please give me a call at (705)759-5403.

Yours truly,

A handwritten signature in cursive script that reads "Lorie Bottos".

Lorie A. Bottos
City Solicitor

LAB/dh
Enclosure

cc: Mr. Malcolm White, Deputy City Clerk

Clerk to give notice to the public and the Minister of Municipal Affairs that Council is holding a public meeting. Must give notice 10 days prior.

**NOTICE OF PUBLIC MEETING
November 23, 2009 - 4:30 P.M.
COUNCIL CHAMBERS – LEVEL 3 – CIVIC CENTRE
CONCERNING
CITY COUNCIL'S INTENTION TO CONSIDER THE MATTER
OF PUTTING A QUESTION ON THE NOVEMBER 8, 2010 (OR SUCH OTHER DATE
AS DETERMINED BY THE MUNICIPAL ELECTIONS ACT) MUNICIPAL ELECTION
BALLOT
CONCERNING
WHETHER RETAIL BUSINESS ESTABLISHMENTS WILL BE OPEN OR CLOSED ON
DECEMBER 26TH (BOXING DAY)**

At the November 23, 2009 Council Meeting, City Council will consider a by-law which has the effect of putting a question on the ballot in the upcoming municipal election. The question is concerning retail business establishments being open or closed on December 26th (Boxing Day) each year.

The proposed question is:

“Are you in favour of retail business establishments (stores) being allowed to stay open on December 26th (Boxing Day)?”

In the event that the majority of ratepayers answer “yes” to the above question, the effect would be that all retail business establishments could stay open on December 26th each year. In the event that the majority of ratepayers answer “no” to the above question, the effect would be that certain retail business establishments would be required to be closed on December 26th each year. There are no estimates of costs the City may incur in implementing the results of the question.

A notice of appeal may be filed within 20 days of the notice of the passage of the by-law on the grounds that the question does not comply with requirements of being 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.

Any person wishing to make representations concerning the proposed question may do so at the Council meeting. Written comments can be provided to the City Clerk for inclusion on the agenda for the meeting.

Donna P. Irving, City Clerk
4th Floor, Civic Centre, 99 Foster Drive P6A 5N9
Telephone: 759-5388 Fax: 759-2310
cityclerk@cityssm.on.ca

6(5)(a)

November 10th, 2009

To Lorie Bottos and Sault Ste. Marie City Council;

Dear Lorie;

This is in response to the issue of "Boxing Day."

Assuming the phrasing of the question as quoted in the Sault Star, written by Doug Millroy on Saturday November 7th, 2009 is;

"Are you in favour of retail business establishments (stores) being allowed to stay open on Dec. 26 (Boxing Day)?"

I find the words "BEING ALLOWED" to be dictatorial and offensive, as befitting a communist regime.

Please consider changing these two words "BEING ALLOWED" to "CHOOSING TO". The result is a question of the same length without being demeaning to the merchants involved.

Respectfully,



Bill Shepherd

INCORPORATION OF THE
SAULT STE. MARIE

NOV 10 2009

10-51

6(5)(a)

Donna Irving

From: David Poluck [dep183@yahoo.com]
Sent: October 26, 2009 5:57 AM
To: Frank Fata; John Rowswell; Donna Irving
Subject: Nov 23 Boxing Day

----- Forwarded Message -----

From: Northern Retail Professionals Association <n_r_p_a@yahoo.ca>
To: anna-pelletier@shaw.ca; callie@calliegriffin.net; colleen@saultscuba.com; d.boldirev@ssmps.org; dep183@yahoo.com; drjreconciliation@on.aibn.com; eric.harnden@sympatico.ca; flasher2_4@hotmail.com; hartwhisper@yahoo.ca; jackrobinson@shaw.ca; jpaat@shaw.ca; leemilling@sympatico.ca; mervoffice@bellnet.ca; nathalie.delorme@sunlife.com; nmilne43@hotmail.com; peterhaines@gmail.com; starbucks86@yahoo.com; sullivandonnelly@shawbiz.ca; tedthompson1960@hotmail.com; thomasnolan@hotmail.com; tynna44@hotmail.com; Adam Boulanger <bonge3@hotmail.com>; Al McBane <mcbane_7@hotmail.com>; Aldo Fabbro <aldo@shaw.ca>; Alexa Lepore <alexa_lepore15@hotmail.com>; Allison Bartok <a_bartok17@hotmail.com>; Allison Fleming <allyf4@hotmail.com>; Alysha Merritt <alyshe_merritt@hotmail.com>; Amanda Rouse <roxy1282@hotmail.com>; Amanda Walker <amandamae2n@hotmail.com>; Amy Boyer <amy.boy@algoma.ca>; Amy Bumbacco <amybumbacco7@hotmail.com>; Amy Royer <royer2835@hotmail.com>; Andy Royer <andyroyer2000@hotmail.com>; Andy Zambusi <andy.zambusi@shaw.ca>; anella arbus <ari_a_100@hotmail.com>; anella arbus <ari_a_100@hotmail.com>; Angela Sauve <angelasauve@canada.com>; Angie Desimon <angiedesimon1975@yahoo.ca>; Angie Duguay <amdug11@yahoo.ca>; Anne West <anne.west@gmail.com>; Anne-Marie Netsehhie <annenorman@shaw.ca>; annelise malesh <jimandannelise@shaw.ca>; Ashley Labbe <ashleylabbe@hotmail.com>; Ashley Wagner <blonde_babe_20@hotmail.com>
Sent: Sun, October 25, 2009 11:31:21 PM
Subject: Boxing Day

To Whom It May Concern:

In regards to the report from Lorie A. Bottos, City Solicitor to the Mayor and Council, File No. R.1.2.5 of October 26th, 2009, we would like to point out:

The proposed question does not directly relate to By-Law 2007-119 in that:

By-Law 2007-119 states that *"No person employed by or acting on behalf of a person carrying a retail business in a retail business establishment shall: (i) sell or offer for sale any goods or services therein by retail; or (ii) admit members of the public thereto on December 26th in each year."* which is a clearly stated ban on the act of retailing; therefore the question should not ask if people are in favour of stores being open but instead ask if people are in favour of certain retail businesses being closed.

Also, the proposed question is not clear, in that:

By using the term "stores" the question is not accurate, in that the term "store" does not fully encapsulate the types of businesses that are currently affected by By-Law 2007-119, nor does it allow for people to understand that there are exemptions (which Mr. Bottos states himself).

And finally, the proposed question appears not to be neutral, in that:

The use of the term Boxing Day (even in brackets) is unnecessary and could be construed as biased; this term

6(5)(a)

does not appear in By-Law 2007-119, and is often used by retailers in the advertisement of sales on dates other than December 26th, and therefore should not be used in the question.

We would like to propose a question that relates more directly to By-Law 2007-119 (the By-Law that would be directly affected by the outcome of the referendum), is more clear in its framing of the question, and would be completely neutral:

“Are you in favour of the current By-Law, which requires certain retail businesses to be closed on December 26th of each year?”

How this question addresses the issues stated above:

- By asking if people are in favour of the current By-Law, the question relates directly to the outcome;
- By stating “certain retail businesses” instead of “stores” the issue of indicating that not all business are affected by this By-Law is implied and also keeps the question concise;
- By stating the date on which the By-Law affects retail businesses, as opposed to the nickname of the holiday, the question remains neutral.

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6(5)(a)

To: griffin@gmail.com
Subject: FW: Request to present to council

Callie:

Thank you for the e-mail. NRPA will be given the opportunity to address City Council at the November 23rd City Council meeting. The meeting starts at 4:30p.m.

Donna

-----Original Message-----

From: Judy Biocchi On Behalf Of City Clerk
Sent: November 17, 2009 9:16 AM
To: Donna Irving
Subject: FW: Request to present to council

-----Original Message-----

From: Callie Griffin [mailto:cal.griffin@gmail.com]
Sent: November 16, 2009 9:26 PM
To: City Clerk
Subject: Request to present to council

Donna P. Irving, City Clerk,

The Northern Retail and Professionals Assotiation (N.R.P.A.) wishes to make a representation concerning the proposed referendum question (File No. R.1.2.5 of October 26th, 2009).

It is our understanding that the public consultation will be November 23, 2009 - 4:30 P.M.
- Council Chambers, Level 3, Civic Centre. Please let me know if this is correct.

Sincerely,
Callie Griffin,
Secretary/Treasurer
NRPA Inc.



2009 11 23

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowsell
and Members of City Council

SUBJECT: Application No. A-26-09-Z – filed by Bill Huckson

SUBJECT PROPERTY:

Location – Located on the east side of Cameron Avenue, approximately 36m (118') north of its intersection with McNabb Street, civic no. 4 Cameron Avenue

Size – Approximately 22m (73') frontage x 32m (105') depth; 712m² (7665 sq. ft.)

Present Use – Vacant & accessory storage building

Owner – Bill Huckson

REQUEST: The applicant, Bill Huckson, is requesting a rezoning from "R.2" (Single Detached Residential) zone to "R.3" (Low Density Residential) zone in order to facilitate the future development of a duplex dwelling.

CONSULTATION:

Engineering – See attached letter

Building Division – See attached letter

Legal Department – No comments

CSD – No concerns

Municipal Heritage Committee – No concerns

Fire Services – No objection

PW&T – No concerns

Accessibility Advisory Committee – No objection

EDC – No objections

PUC Services – No objection

PREVIOUS APPLICATIONS

In 1981, the Planning Board defeated an application to rezone the subject property to permit the construction of a 4-unit apartment building for the following reasons:

1. The majority of the area was single detached, with only a few duplex or converted dwellings.
2. The property was not of a sufficient size to accommodate a 4-unit apartment building.
3. Approval may set precedence which may lead to similar applications.
4. There were numerous neighbourhood objections.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule "C" of the Official Plan. The Residential policies of the Official Plan support small scale residential intensification, and the integration of 'medium density residential dwellings' into 'low density areas', subject to a rezoning.

The applicant is requesting a rezoning to facilitate the development of a duplex dwelling, which conforms to the Residential policies of the Official Plan.

Comments

The applicant, Bill Huckson is requesting a rezoning from "R.2" (Single Detached Residential) zone to "R.3" (Low Density Residential) zone in order to facilitate the future development of a duplex dwelling.

The subject property is a double lot, with approximately 22m (73') frontage and 32m (105') depth, totalling 712m² (7665 sq. ft.). The lot is capable of supporting a duplex or semi-detached dwelling, and large enough to adhere to the minimum "R.3" lot requirements set out in the Zoning by-law.

The character of the area is single detached residential, although given the area's central location and proximity to amenities, it is likely that a number of second dwelling units have been added to residences throughout the neighbourhood.

The subject property is currently occupied by an accessory storage building, which was built by the previous owner. The building was intended to be used to store building materials in conjunction with the construction of a dwelling unit, although the main building was never constructed, and the accessory building has been illegally utilized as a storage building.

Correspondence from the Building Division (attached) notes that the property has been 'illegal' for some time. In residential zones, accessory buildings are only permitted in conjunction with a residential dwelling.

Correspondence from Engineering (attached) notes that there is only one sewer lateral to the subject property. While the applicant currently intends to build a duplex, the zoning would permit a semi-detached dwelling. If a semi-detached dwelling is considered, one additional lateral will be required. Engineering also notes that a grading plan should be prepared by a qualified professional, to ensure that drainage is not directed to adjacent properties.

The attached correspondence from the neighbour to the north (8 Cameron Ave.) outlines 3 main concerns:

Illegal Use of Property

According to Mr. Philion, a plumbing contractor's yard has been operated from the property for the past thirteen (13) years, and for the past three (3) years, the existing garage has been rented for storage. Mr. Philion also notes that the yard has not been maintained on a regular basis, and numerous items associated with a plumbing business were stored outside. A recent site visit confirms that the garage is available 'for rent', although the yard has been cleaned to an acceptable standard.

The development of a residence should alleviate these concerns. Once the property is occupied by a residence, it is likely that outdoor storage will be minimal, and limited to storage that is customarily incidental to a residential use.

Drainage

The underlying soil is clay, which does not drain very well. Adding to this, Mr. Philion's property is lower than the abutting property to the north and the subject property. The construction of the residence will result with increased non-permeable surfaces, and it is likely that the finished grade will be higher than the current grade, which could result in increased water on Mr. Philion's property.

As previously mentioned by Engineering, a grading plan will be required to ensure that drainage is not directed towards adjacent properties. Given the existing drainage problems and the likelihood of increased flows toward Mr. Philion's property, it is appropriate to utilize Site Plan Control, for storm water drainage purposes only. This will give staff the opportunity to review a storm water management plan prior to the issuance of a building permit. Such plans may conclude that it is necessary to construct a swale along the common lot line to help drain the properties.

Rental Units

The correspondence attached also notes concerns with living adjacent to a 'rental property'. The subject property is large enough to support a duplex dwelling. Construction will be new, and it is Planning staff's position that the proposed duplex is appropriate for the subject property and the neighbourhood.

SUMMARY

This application represents an appropriate residential infill and intensification opportunity. The area is centrally located, with easy access to a wide variety of amenities. The subject property is a double lot and large enough to support a duplex, or semi-detached dwelling, including setback requirements, as well as sufficient on-site parking and amenity areas.

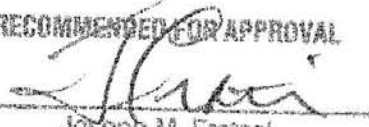
The property has been used illegally for some time, although the construction of a residence will clean up the property, and result in only the residential usage of the property.

Drainage is a concern. The abutting property to the north is low, and according to the owner very wet. The proposed development will result in non-permeable coverage and higher finished grades, which could increase the amount of water currently draining to the abutting property to the north. It is recommended that Site Plan Control be utilized for storm water management purposes only, to give staff the opportunity to review a drainage plan prior to the issuance of a building permit.

Planning Director's Recommendation

That City Council approve the application and rezone the subject property from "R.2" (Single Detached Residential) zone to "R.3" (Low Density Residential) zone, and that the property is deemed subject to Site Plan Control, for storm water management purposes only.

PT/pms

RECOMMENDED FOR APPROVAL

 Joseph M. Fratesi
 Chief Administrative Officer

PUBLIC NOTICE – 2009 11 23, Council Chambers, Civic Centre



2009 10 29
Our File: A-26-09-Z

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: APPLICATION NO. A-26-09-Z
4 CAMERON AVENUE
REQUEST FOR AN AMENDMENT TO THE ZONING BYLAW

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

- Our files indicate that there is only one existing lateral at 4 Cameron Avenue. In order to construct a semi-detached building, one additional lateral is required. Payment is required, at the rate in effect at the time of application for a lateral installation, and is required prior to issuance of a building permit, and;
- A grading plan should be prepared by a qualified professional to ensure that drainage is not directed to adjacent private property.

If you require anything further please, contact me.

Sincerely,

Catherine Taddo, P. Eng.
Municipal Services Engineer

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

Pat Schinners

From: Don Maki
Sent: October 22, 2009 2:48 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning application A-26-09-Z

Hi Don

This property contains an accessory building that was constructed by the previous owner who had agreed to construct a new dwelling on the lot and use this garage for storage of building material for the construction of the new dwelling. Of course this never happened and Mr Huckson bought the property and had applied to erect a new dwelling as well. This also did not occur and this garage on the property has been illegal ever since. The rezoning of this property will rectify this situation once and for all when the main building is constructed. There is also an uncapped sewer located on the property where the previous house was tore down that should be reused or capped properly.

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

Dear Sir,

A-26-09-02

6(6)(a)

My name is Micheal Philion and I live at 8 Cameron Ave. First of all please excuse my spelling and writing.

I've been living next door to Bill Huckson for the past 13 years. His sons were running their plumbing Co. out of the garage for at least 3 years. The last 2 years the property was rented to a couple of other construction Companies.

My first concern is that in the past 3 years Bill Huckson's property has been a junk yard. I've mowed the lawn next door every week for the entire 13 years. Once or twice Bill would hire his grand children to mow the back part of the yard. The grass there was always a foot to two feet long. There has been an old tub full of water in the back for at least 10 years and it is now finally gone. There has been tubes, toilets, plumbing material, beds, cupboards and so on back there. It got so bad I put up a privacy lattice fence. For eight years I put up with a garbage truck to pick up a dumpster at 5:00 AM on a Monday, banging it until it was empty. There is several other issues that went on next door but it will take me all day to write it. I think you have a general idea.

My other concern is the height of the property and drainage. My neighbour to the north of me is at least 2 feet higher. In the spring my yard is flooded for weeks. If Bill Hucksion builds a duplex next door I will have a nightmare on my hands. I will get the run off from him and my neighbour. My property is already at least a foot lower than Bill's. If he were to build I will be living in a swamp. The land up here is all clay and the water takes a long time to drain. I had 24 yards of top soil put on the north side of my house to no avail. I still have water build up. This issue is a major concern to me.

Another concern is Bill Hucksion renting out his new building. Even if Bill lives in one part and rents the other I still have a problem. Bill will not be here forever and I will be left with tenants next door. Here we go again more noise and more garbage. This building will not increase the value of my property it will decrease it. No one wants to live beside a rental unit just for the reasons listed. I Bill's past practice is to follow I'm in his trouble.

I oppose the building of a duplex next door. If you need more information please call me and thank you.

946-8290

6(6)(a)



2008 ORTHO PHOTO

Application A-26-09-Z

4 Cameron Avenue

Maps
42 & 1-49

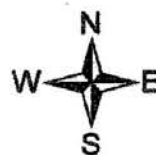
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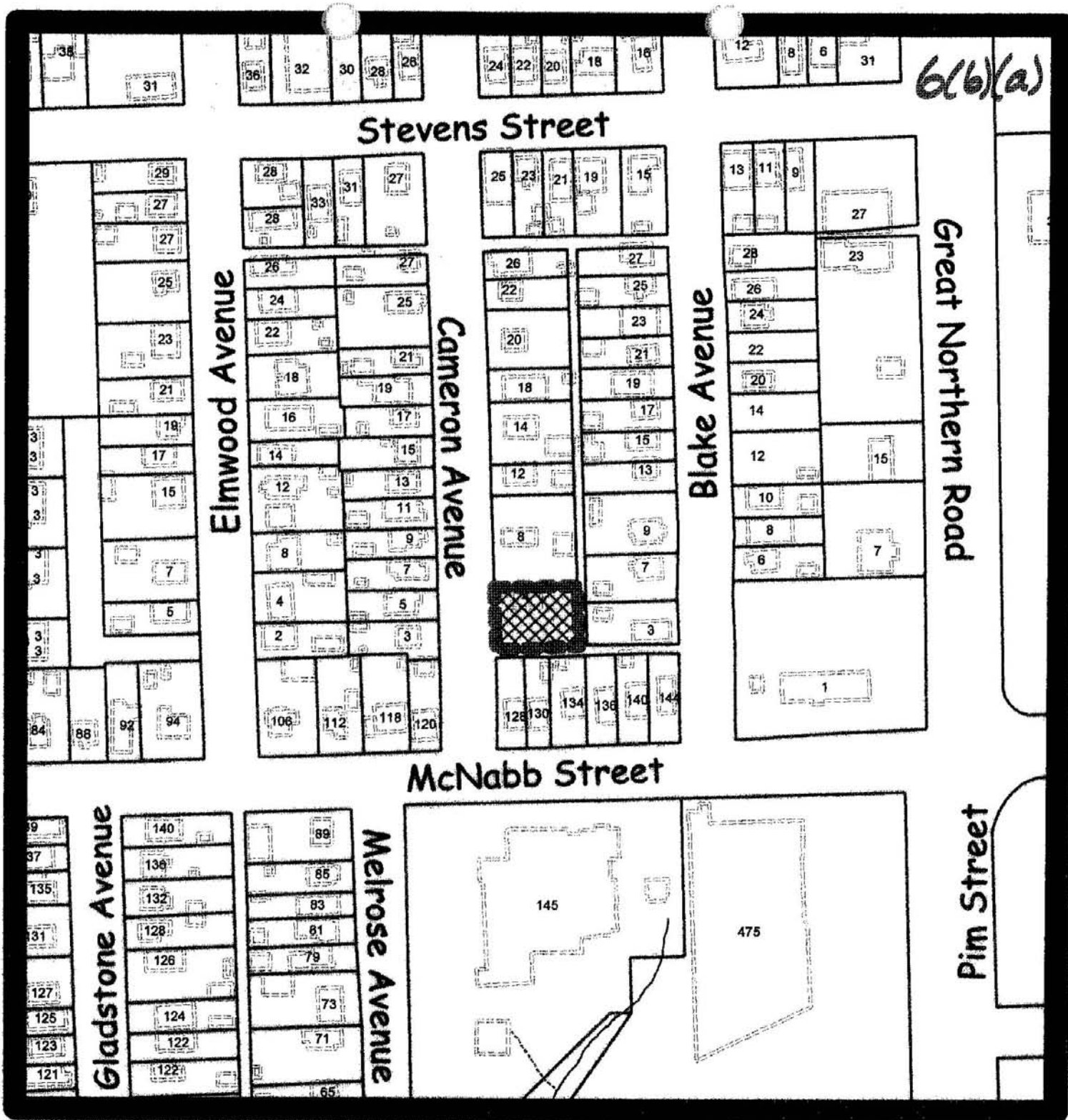
Legend



Subject Property - 4 Cameron Avenue

Mail Label No.
A26-09





SUBJECT PROPERTY MAP

Application A-26-09-Z

4 Cameron Avenue

Legend



Subject Property - 4 Cameron Avenue

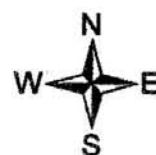


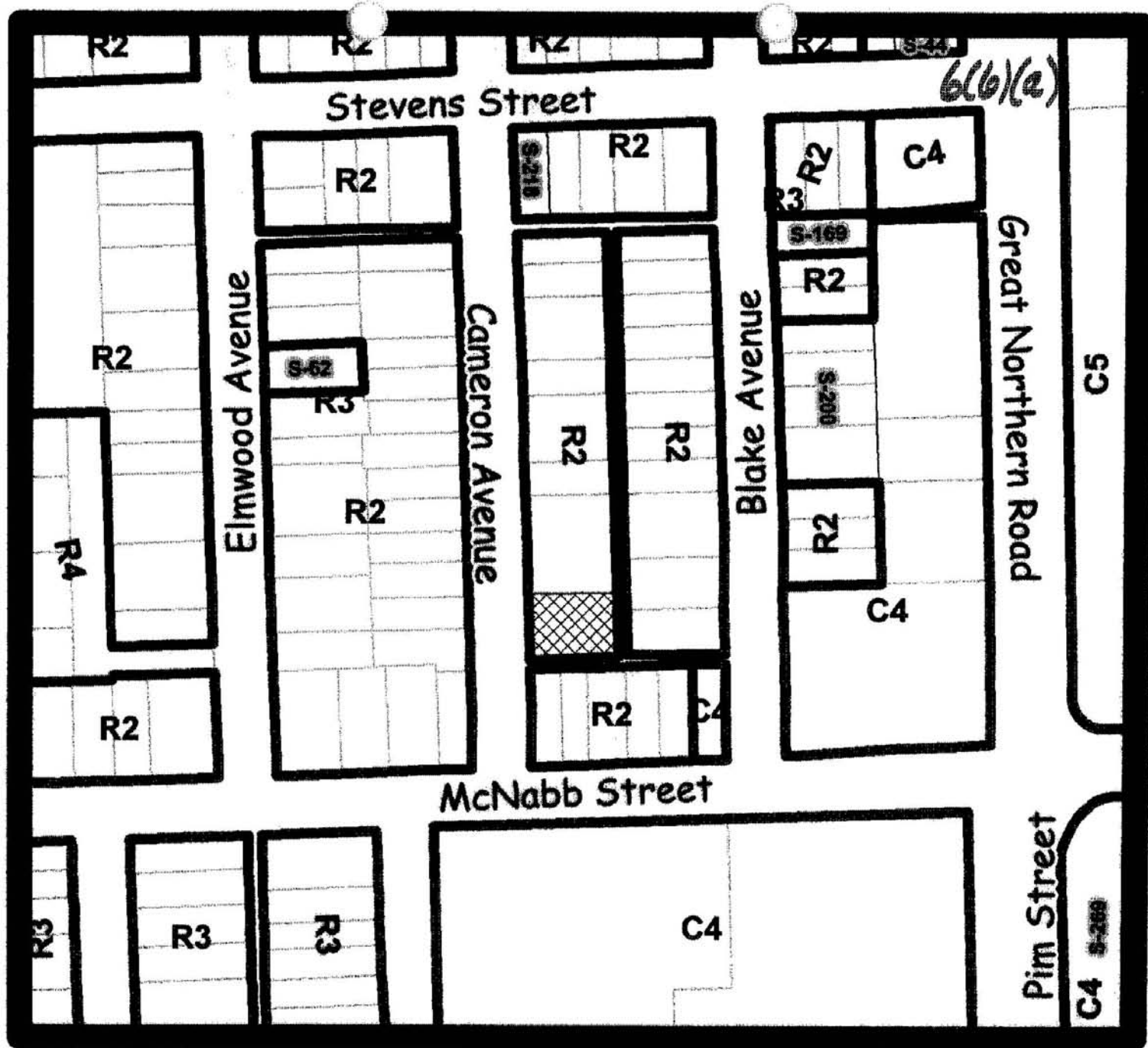
Subject Property - 4 Cameron Avenue

Maps
42 & 1-49

Metric Scale
1 : 2000

Mail Label No.
A26-09

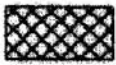
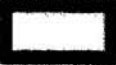
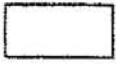




EXISTING ZONING MAP

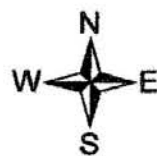
Application A-26-09-Z

4 Cameron Avenue

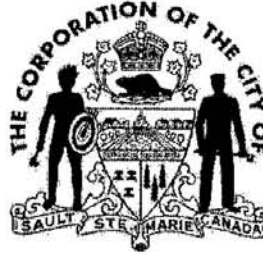
-  Subject Property - 4 Cameron Avenue
-  R2 - Single Detached Residential Zone
-  R3 - Low Density Residential Zone
-  C4 - General Commercial Zone
-  C5 - Shopping Centre Zone
-  S-Number - SPECIAL BYLAW 2005-151

Maps
42 & 1-49

Metric Scale
1 : 2000



Shelley J. Schell, CA
 Manager of
 Finance and Audits



Finance Department

2009 11 23

Mayor John Rowsell and
 Members of City Council

RE: Doctor Recruitment Request for Additional Funding

Elsewhere on the agenda there is a request from the Chair of the Sault Ste. Marie Physician Recruitment and Retention Committee for approval of additional support from the City for incentive payments to physicians. This is the same request that was approved by Council November 23, 2008 for \$200,000 for the period January 1 to March 31, 2009. Of this amount, \$5,000 was used.

This report will provide an update on the Doctor Recruitment Reserve and the Hospital Reserve Fund.

Background

The 2009 budget for the City approved \$464,850 to the Physician Recruitment and Retention Program for the period April 1, 2009 to March 31, 2010. The 2009 Chief Administrative Officer's approved budget report recommended that this amount be funded as follows:

2009 surplus Casino funds	\$100,000
Estimated balance of Dr. Recruitment Reserve	100,000
Interest earned on the Hospital Reserve Fund	264,850

This report also approved that the interest earned on the Hospital Reserve Fund be used over the next several years to provide stable funding to the Physician Recruitment and Retention Program, subject to annual review.

The forecasted balance of the Doctor Recruitment Reserve for December 31, 2009 is \$299,455. The remaining interest in the Hospital Reserve Fund is forecasted as \$1,993,966. These funds are available for additional incentive payments to March 31, 2010.

RECOMMENDATION

There is sufficient funds within the above noted reserve and reserve fund for this request. This report is provided as information to Council.

Respectfully submitted,

Shelley Schell
 Shelley J. Schell, CA
 Manager of Finance and Audits

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi

Joseph M. Fratesi
 Chief Administrative Officer

6(8)(a)

**CORPORATION OF THE CITY OF SAULT STE. MARIE
PHYSICIAN RECRUITMENT RESERVE**

	2001	2002	2003	2004	2005	2006	2007	2008	Forecasted 2009 Total	
Revenue										
City Casino Funds to Reserve	353,220	631,731	611,161	0	555,915	242,911	100,899	113,513	100,000	2,709,350
Hospital reserve fund interest to reserve								430,000	264,850	694,850
Group Health/Sault Area Hospitals				400,000	200,000	200,000	200,000	200,000	200,000	1,400,000
	<u>353,220</u>	<u>631,731</u>	<u>611,161</u>	<u>400,000</u>	<u>755,915</u>	<u>442,911</u>	<u>300,899</u>	<u>743,513</u>	<u>564,850</u>	<u>4,804,200</u>

Costs										
Actual Program Costs		115,883	393,692	764,817	971,320	517,884	582,729	593,589	664,850	<u>4,604,765</u>

Reserve Balance, January 1, 2009	418,699
Transfers for 2009 (to August 31, 2009)	(100,000)
Total Reserve Balance	<u>318,699</u>
Committed Costs (see Note 1)	(19,244)
Reserve Balance, after committed costs	<u><u>299,455</u></u>

Note 1

Committed Costs:

Paediatrician Retention	-
Severance Costs	-
Medical Students Summer Program	-
Physician Incentives	-
Community Strategy on Retention	-
SSM Healthcare Solutions Group	19,244
	<u>19,244</u>

6(8)(a)

THE CORPORATION OF THE CITY OF SAULT STE MARIE
HOSPITAL RESERVE FUND
AS AT OCTOBER 31, 2009

Summary of Casino Revenue:

Year	
1999	509,101
2000	1,000,000
2001	1,000,000
2002	1,000,000
2003	1,000,000
2004	1,000,000
2005	1,000,000
2006	1,000,000
2007	1,000,000
2008	1,000,000
2009	1,000,000
	<u>10,509,101</u>

Hospital Levy	
2001	1,100,000
2002	1,100,000
2003	1,100,000
2004	1,100,000
2005	1,100,000
2006	1,100,000
2007	1,100,000
2008	1,100,000
2009	1,100,000
	<u>9,900,000</u>

Application of Hospital Donation
SAH Access Road

2005	15,556
2006	458,523
2007	674,389
2008	38,398
	<u>1,186,866</u>

Building Permit

2007	1,541,860
2008	85,350
	<u>1,627,210</u>

2,814,076

17,595,025 Allocated to Hospital

Interest Earned to Dec 31, 2008	2,636,930
Interest Earned to Sept 20, 2009	51,886

2,688,816

Allocation of interest to Dr Recruitment Reserve

2008	430,000
2009	264,850
	<u>694,850</u>

1,993,966 Allocated to Dr. Recruitment
(per CAO 2009 budget report)

Reserve Fund Balance

19,588,991

Jill Pateman
Manager



Sports Council

2009 11 23

Mayor John Rowsell and
Members of City Council

RE: Sault Sports Council Funding Request

A funding proposal to the City of Sault Ste. Marie has been submitted for ongoing financial and in-kind support for the Sault Sports Council. The Sports Council has now reached the end of our operations grant from Ontario Trillium Fund and does not have a sustainable revenue source. The Sports Council has many projects on the go, but without a financial commitment from the City, will fold. A partnership with the city will give us leverage opportunity with provincial and federal funding agencies. Ontario Trillium Foundation will likely not consider us for another operating grant if we do not have local support.

The financial assistance provided by the City will be used to pay salary of a part-time staff person to manage the organization, until the time that resources are in place for the position to again become full time. The manager will supervise an Intern, which has been applied for through NOHFC. The Intern will administer the JumpStart program, while the manager focuses on program direction and the creation of partnerships to further benefit the community.

The Sports Council has been working to reduce barriers to participation and to increase access to participation in sports. We administer the Canadian Tire JumpStart program, which in 2009 alone, financed approximately 200 kids to play organized sports, with \$21,000. The Sports Council does not receive compensation from Canadian Tire for this service, which takes up a quarter of staff time, because all funds go directly to kids' involvement in sport. This is an investment in the community and development for many kids. We have contact with the various sports clubs and communicate the need for them to provide subsidies and assistance to players with extra need.

Sports Council manager is a member of the WECC Steering Committee. The Sports Council provides a link to the greater sports community, to generate input from the community.

The Sports Council has recently been instrumental in the creation of an Accessible Sports Council. One major goal of the Accessible Sports Council is to

Report to Council – Sault Sports Council Funding Request
2009 11 23
Page 2.

host a national ParaSport event. Planning has begun to prepare a bid for the 2014 ParaSport Ontario Winter Games.

The Sports Council provides coaching training and certification through the Coaches Association Ontario. We host the National Coaches Certification Program, certifying our local citizens so that they are eligible to participate as much-needed coaches involved in community sport.

REQUEST

The Sault Sports Council requests that City Council commit ongoing financial assistance in the amount of \$20,000 annually in addition to continued in-kind services in the form of office space, office equipment and IT support, which the Sports Council has enjoyed from the City with gratitude since 2005.

Respectfully submitted,



Jill Pateman
Manager, Sault Sports Council

j.pateman@cityssm.on.ca
705-759-5309

Sault Sports Council
260 Elizabeth Street
John Rhodes Centre
Sault Ste. Marie ON P6A 6J3

Sent via email

November 16, 2009

Letter of Support - Sault Sports Council

Dear Ms. Pateman:

The Sault Youth Association is pleased to offer this letter of support to your organization. We applaud all initiatives in our community that work toward the same goals to provide an environment within our community so that youth will thrive, grow and stay. We advocate to empower you to strengthen their community and many of your projects such as mental health promotion and substance abuse speak to problems in any community that are detrimental for the positive growth of our young people.

The Sports Council is not just about throwing a ball or organizing a tournament, it seeks out new opportunities to engage youth to lead healthy lifestyles, that will only strengthen our community. As a fellow organization wanting to nurture positive growth, we look forward to many potential partnership opportunities.

We need to further our involvement with all youth led organizations to ensure our youth are given the choice not to leave, but stay due to a varied and thriving youth supportive city.

Regards,

--

Lisa Vezeau-Allen
Executive Director - Sault Youth Association

421 Bay Suite 607
Sault Ste. Marie, Ontario
P6A 1X3
705.946.1299
admin@thefreshmagazine.com
www.thefreshmagazine.com

An advocate to empower youth to strengthen their community!



November 16, 2009

Re: Sault Sports Council

To Whom It May Concern,

The Sault Ste. Marie Canadian Tire JumpStart Chapter has been in existence since the fall of 2005. Since inception, the main organization involved in administering Canadian Tire Jumpstart for the Sault Ste. Marie chapter is the Sault Sports Council. They have been the key organization in helping 500 children and youth get involved in sport and recreation programs with Canadian Tire Jumpstart funding.

Most communities in Ontario do not have a formalized sports council so when Parks and Recreation is involved in the Canadian Tire Jumpstart program it is a staff person who devotes time to administering this program. It is a good partnership where we can provide dollars for funding and the city can provide some administrative support to help local children get involved in sport and recreation programs of their choice.

Having local contacts within sports organizations in Sault Ste. Marie is beneficial to the success of a program like Canadian Tire Jumpstart to ensure there is awareness that funding is available for financially disadvantaged families and their children aged 4-18 years. The Sault Sports Council has these contacts and it has been a pleasure to work with this group and I hope we can continue our relationship in order to grow Canadian Tire Jumpstart in Sault Ste. Marie to help more children in the years to come.

Canadian Tire JumpStart is a national program to assist financially disadvantaged families get their children and youth involved in sports and recreation programs across Canada through 280 chapters and has helped over 180,000 children become involved in sports and recreation in less than five years. We would not have this kind of success without the assistance of local organizations like the Sault Sports Council who, like us, are interested in enhancing the lives of the children in Canada.

Regards,

Harry J. Bell
Regional Manager ON
Canadian Tire Jumpstart

6(8)(b)



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



DEVELOPMENT
Sault Ste. Marie
a division of the SSMEDC



**ENTERPRISE
CENTRE**
Sault Ste. Marie
a division of the SSMEDC



TOURISM
Sault Ste. Marie
a division of the SSMEDC

November 16, 2009

Jill Pateman
Manager
Sault Sports Council
John Rhodes Centre
260 Elizabeth St.
Sault Ste. Marie ON P6A 6J3
(705) 759-5309 P
www.saultsportscouncil.ca

To Whom It May Concern:

On behalf of Tourism Sault Ste. Marie (a division of the Sault Ste. Marie Economic Development Corporation) please accept the following letter of support. I am committed to working closely with The Sault Sports Council in our united efforts to increase overall Sports Tournaments resulting in increased Sports Tourism spending in our community.

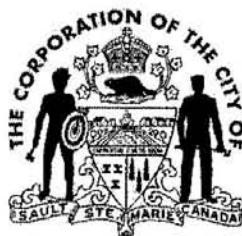
Tourism Sault Ste. Marie recognizes the economic impact of hosting tournaments and truly believes that Sault Ste. Marie provides an excellent venue for every tournament, player, sponsor, spectator and fan; superior to any other city in the province. By working closely with the Sault Sports Council and their associates it is our common goal to reach out to more local sports organizations to encourage an increase in the number and quality of sports related events in Sault Ste. Marie.

I strongly support the efforts of the Sault Sports Council and look forward to working with them more in the future.

With Regards,

Stephen Hollingshead
Coordinator Special Projects and Sports Tourism
Tourism Sault Ste. Marie





2009 11 23

Mayor John Rowswell
and members of City Council
Civic Centre

**RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE
2010 FINN GRAND FEST and DUDLEY HEWITT CUP**

In 2008, City Council established an annual fund in the amount of \$20,000.00 to provide financial support and incentive to eligible groups to facilitate hosting certain conferences and major special events coming into the City. A Council Conferences and Major Special Events Committee reviews requests for funding and provides a recommendation to City Council. Two funding requests for 2010 events in Sault Ste. Marie are detailed as follows:

FINN GRAND FEST 2010

In March 2009, the Conferences and Major Special Events Committee reviewed a request for \$20,000 municipal funding from the Chair, Finn Grand Fest 2010 for this event which will be held in Sault Ste. Marie July 28 – August 1, 2010. The application met the purpose, rationale and all eligibility criteria of the policy guideline for funding to a maximum of \$20,000. The Committee recommended, and Council authorized, committing the 2009 fund balance of \$10,000.00 to the Finn Grand Fest 2010 event, with a further funding review in late 2009 once any further requests for 2010 funding have been considered.

A letter dated October 30, 2009 from the Chair Finn Grand Fest 2010 including an updated budget projection for the festival is attached for the information of Council. The request is for consideration of Council to provide a further \$10,000.00 in municipal funding for a total of \$20,000.00.

It should be noted that Tourism SSM has also committed \$10,000.00 in funding to the Finn Grand Fest festival.

DUDLEY HEWITT CUP HOCKEY TOURNAMENT 2010

In July 2009, the Conferences and Major Special Events Committee reviewed a request for municipal funding from the President Soo Thunderbirds Junior A Hockey Team who are hosting the Dudley Hewitt Cup hockey tournament in Sault Ste. Marie April 19 – 24, 2010. The application met the purpose, rationale and all eligibility criteria of the policy guideline for funding to a maximum of \$5,000.

The Dudley Hewitt Cup event proposal and budget is attached for the information of Council.

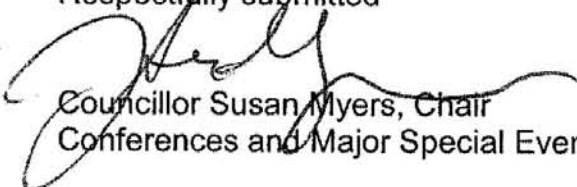
It should be noted that Tourism SSM has also committed \$1,500.00 in funding to the Dudley Hewitt Cup event.

Recommendation

At this time, there are no further applications currently under consideration for 2010 funds nor are there any applications expected since the policy does require making application one year prior to the event.

Therefore, the Committee's recommendation is that Council authorizes municipal financial support in the amount of \$10,000.00 for the Finn Grand Fest and in the amount of \$5,000.00 for the Dudley Hewitt Cup hockey tournament with funds to come from the 2010 Conferences and Major Special Events fund; and further that the 2010 fund balance in the amount of \$5,000.00 be put into reserve for future applications.

Respectfully submitted



Councillor Susan Myers, Chair
Conferences and Major Special Events Committee

Attachments

copy: Committee members

Councillor Frank Fata

Councillor Lorena Tridico

Ian McMillan Executive Director, Tourism SSM



RECEIVED	
CITY CLERK 6(8)(c)	
NOV - 4 2009	
NO.:	51545
DIST.:	Donna

October 30, 2009

Stephen Hollingshead
Coordinator, Special Projects & Sports Tourism
Sault Ste. Marie Economic Development Corporation
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Re: Conference and Major Special Events Fund

Dear Mr. Hollingshead;

I am writing on behalf of the Board of Directors of Finn Grand Fest 2010. First, I would like to express my sincere gratitude to you and the City of Sault Ste. Marie for the outstanding support that has been afforded the festival. Without this support, planning a festival of this magnitude would not be possible.

Preparations are proceeding very well and we are on schedule to host the largest cultural festival our City has seen.

Funding, however, is still a critical issue for us. Last spring we received \$10,000 in assistance from the Conference and Major Special Events Fund with the understanding that a further award of that same amount would be possible later in the year if still needed. Indeed that need does exist so we are approaching the Fund for this further assistance at this time. An updated budget projection is attached for your information.

Thank you for your kind assistance with this matter and we look forward to working together with you on making this summer's blockbuster a reality.

Yours truly,

Raimo Viitala

Chair, Finn grand Fest 2010

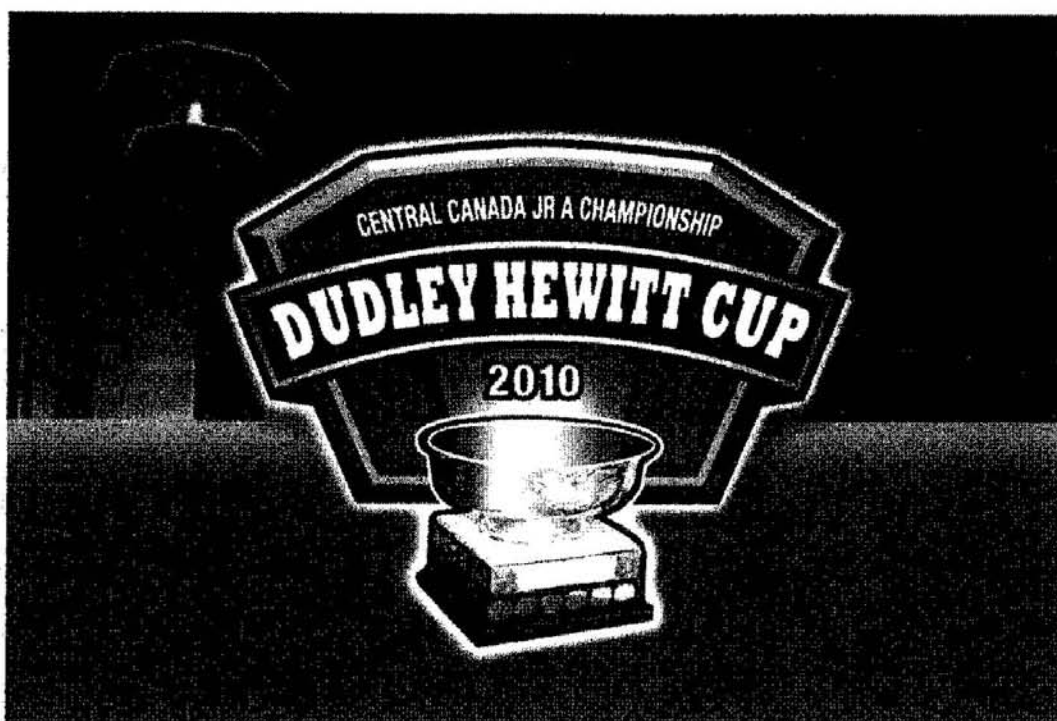
6(8)(c)

Finn Grand Fest 2010 Estimated Budget - As of Oct 28, 2009					
Income	Source	Qty.	Rate	Amount	
	TORI (Marketplace) Booths - Essar Centre			\$14,175.00	
	Arts & Crafts Booths - Elks Lodge			\$690.00	
	Advertising (48 Pages in Program - 100 Ads)			\$32,400.00	
	Fundraising Events (Dinner Dances, Silent Auctions)			\$15,000.00	
	Merchandise / Souvenirs			\$25,000.00	
	Donations / Misc.			\$10,000.00	
	Registrations (including day passes)			\$210,000.00	
	Main Event Concert - Rajaton - Essar Centre (Registrants)			\$87,500.00	
	Main Event Concert - Rajaton - Essar Centre (Non-Registrants)			\$33,750.00	
	18 Hole Golf Tournament - Crimson Ridge			\$19,500.00	
	2 - 9 Hole Golf Tournaments - Crimson Ridge			\$10,800.00	
	Wed., Thurs. and Sun. Night Dances (Registrants)			\$4,500.00	
	Admissions (Other Ticketed Events)			\$26,250.00	
	Other Advertising Revenue - Web			\$5,000.00	
	Dance Food & Beverage - Direct By FGF			\$10,000.00	
	Gala Dinner - Essar Centre			\$65,000.00	
	Corporate Sponsorship			\$50,000.00	
	Other Revenue			\$15,000.00	
	Gross Income			\$634,565.00	\$634,565.00
Expenses					
	Venue Rentals - Essar Centre, John Rhodes, Kiwanis, Elks, Union Hall			\$20,000.00	
	Equipment with 2 Techs - Lighting & Sound - All 5 Days			\$12,000.00	
	Dance Food & Beverage - Direct By FGF			\$5,000.00	
	Gala Dinner - Essar Centre			\$45,000.00	
	Merchandise / Souvenirs			\$12,500.00	
	Entertainment (Fees, Travel, Lodging, etc.)			\$85,000.00	
	VIP Hospitality			\$15,000.00	
	Online Registration Services - Wingate Web			\$25,000.00	
	Main Event Concert - Rajaton - Essar Centre			\$35,000.00	
	18 Hole Golf Tournament			\$12,250.00	
	2 - 9 Hole Golf Tournaments - Crimson Ridge			\$6,500.00	
	Staff - 2 Interns (Merch, Vacation Pay, 10% Share)			\$15,000.00	
	Printing - Program Guides			\$12,500.00	
	Postage			\$7,500.00	
	Transportation			\$20,000.00	
	Telephone, Internet, Fax, Long Distance			\$10,000.00	
	Office Supplies			\$8,500.00	
	Office Space - Rent and Utilities			\$25,000.00	
	Office Equipment			\$6,500.00	
	Travel			\$10,000.00	
	Bank Charges & Credit Card Fees (3% of Reg. & Sales Total)			\$17,500.00	
	Legal			\$7,500.00	
	Accounting			\$7,500.00	
	Insurance			\$12,000.00	
	Marketing / Advertising / Promotion			\$150,000.00	
	Event Staff Wages and Volunteer Expenses			\$40,000.00	
	Trades People for Electrical Service - Essar Centre			\$7,500.00	
	GST, PST, RST Payable			\$43,500.00	
	Contingency			\$10,000.00	
	Total Expenses			\$683,750.00	\$683,750.00
Operating Surplus / Loss					-\$49,185.00

6(8)(c)



EVENT PROPOSAL TO THE CITY OF SAULT STE MARIE



ESSAR⁺ CENTER • SAULT STE MARIE • APRIL 19-24, 2010*



Tentative Dates*

**DUDLEY HEWITT CUP
EVENT PROPOSAL TO THE
CITY OF SAULT STE MARIE**



6(8)(c)

INTRODUCTION

The Sault Thunderbirds, NOJHL Junior A Hockey Team are very pleased to announce they will be hosting the Dudley Hewitt Cup, April 19-24, 2010 at the Essar Center in Sault Ste Marie, Ontario. This is a major hockey tournament that brings together three Junior Hockey Leagues to compete for the Central Canada Junior Championship.

THE DUDLEY HEWITT CUP

The prestigious Dudley Hewitt Cup is a hockey championship trophy that is awarded annually to the winner of the five day tournament. The winner of the Dudley Hewitt Cup goes on to compete in the RBC Cup (Royal Bank Cup) which is the National Junior A Championship held annually under the auspices of the Canadian Junior Hockey League.

The Dudley Hewitt Cup consists of four teams competing to win the Central Canada Junior A Hockey Championship. The winners of the NOJHL, Northern Ontario Junior Hockey League, the SIJHL, Superior International Hockey League, the OJHL, Ontario Junior Hockey League, as well as the host team, which will be the Sault Thunderbirds of the NOJHL.

In total there are 46 Junior A hockey teams competing for the right to win this prestigious event. The event has never been hosted here in Sault Ste Marie and the Sault Thunderbirds are excited and proud to be the first host of the event.

THE EVENT SCHEDULE

The three visiting teams will arrive in Sault Ste Marie on Sunday, April 18. Each team will have 33 players and staff, they will have their first practice sessions on Monday, April 19 at the Essar Center. The round robin section of the tournament will be held April 20-22 with two games scheduled per day. The semi-final game is Friday, April 21 and the final game will be played Saturday, April 22.

As well as the actual tournament there are other events being planned in conjunction with the actual games. These events are intended to showcase the City of Sault Ste Marie and the hospitable fans that welcome events of this calibre.

THE CITY OF SAULT STE MARIE AND THE DUDLEY HEWITT CUP

The City of Sault Ste Marie has long been recognized as a center for competitive hockey. The city has been host to the Memorial Cup (Canadian Junior Hockey Championship), The Air Canada Cup (Provincial Midget Championships) and last year the Ontario Bantam Championships. The Sault Thunderbirds will work hard with numerous volunteers to ensure this is an event the city can be proud of. We have the people and the team in place to make this a very memorable and prosperous event for the city.

We welcome your support.

**DUDLEY HEWITT CUP
EVENT PROPOSAL TO THE
CITY OF SAULT STE MARIE**



6(8)(c)

MEDIA COVERAGE

The Dudley Hewitt Cup begins media coverage at the start of the Junior Hockey schedule in September and each league, the SIJHL, the NOJHL and the OJHL keep constant promotion and media updates posted to their league web sites. As the event draws close media coverage will be in most newspapers for the 46 teams that are trying to compete in the event. When the finalists are in place each league and competing team will increase media coverage through newspapers, radio and television. All games in the Dudley Hewitt Cup are tracked with live updates on the prospective league web sites. There are usually three radio stations that broadcast the games via radio transmission and internet broadcast.

The Sault Thunderbirds will be very aggressive in promoting the event and obtaining media coverage through the local press, radio and television on a provincial level. There will also be an aggressive advertising campaign put into place.

FACILITIES REQUIRED

The Sault Thunderbirds primary need is the use of the Essar Center. In total there will be 8 games that will require 3 hours of ice time per game for a total of 24 hours, as well as 14 hours for practice work-outs. In total there will be 38 hours of ice time needed for the entire event.

NUMBER OF DELEGATES AND VISITOR DAYS

The number of actual delegates and visitors days will be three teams consisting of 33 players and staff for a minimum of 5 nights and days, that is a minimum of 165 days and nights. There are also twenty leagues representatives for a minimum of 5 nights and days for another 100 days and nights. The total days and nights for participants will be 265 minimum.

OUT OF TOWN ATTENDANCE

Basing our estimate on 40 fans per out-of-town team that would mean a total of 120, with a estimate of four days and nights that would equal another 480 days and nights. This does not take into account the fans from the more local areas that are also fans of the NOJHL. We are aiming for an average attendance of 1500 fans total per game, to make this an exciting and vocal event.

TOTAL VISITOR DAYS

The Sault Thunderbirds project a total of 745 visitor days and nights for the event. That is a substantial amount, particularly in late April, when tourism is generally at a low level.

6(8)(c)



DUDLEY HEWITT CUP EVENT PROPOSAL TO THE CITY OF SAULT STE MARIE

The following are the anticipated operating expenses:

EXPENSES

45 hours of ice time	3,600
On ice officials	3,000
Off ice officials	1,000
Hockey Canada Rep Expenses	2,500
Security	3,000
Advertising and promotion	13,000
Visiting Teams Meals, 99 per team @ \$35 per day	17,350
Visiting teams rooms	24,000
Visiting team travel	18,800
Programs and merchandise	8,000
Misc. Expenses	<u>4,000</u>
TOTAL:	\$ 98,250

REVENUE

1,100 tournament passes @ \$50 each	55,000
Additional gate sales @ 200 per game	
8 games @ \$11 each	17,600
Private Corporate Sponsorship	12,000
City of Sault Ste. Marie	5,000
Tourism Sault Ste. Marie	1,500
Program Sales	3,000
50/50 Ticket Sales	2,400
Merchandise Sales	<u>1,750</u>
TOTAL:	\$ 98,250

*Budget as of November 2009

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-194

AGREEMENTS: (P.3.1) A by-law to authorize the execution of a protocol agreement between the City and The Sault Ste. Marie Police Services Board for the sharing of information (annual reports, business plan) as required by Provincial Adequacy Standards.

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 affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 23rd day of November, 2009, between the City and The Sault Ste. Marie Police Services Board for the sharing of information (annual reports, business plan) as required by Provincial Adequacy Standards.

2. **BY-LAW 2001-19 REPEALED**

By-law 2001-19 is hereby repealed.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

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

PROTOCOL FOR THE SHARING OF INFORMATION

BETWEEN

THE SAULT STE. MARIE POLICE SERVICES BOARD.

-AND-

THE MUNICIPALITY OF SAULT STE. MARIE

WHEREAS pursuant to section 31(1) of the *Police Services Act*, as amended, the Sault Ste. Marie Police Services Board is responsible for the provision of adequate and effective police services in the Municipality of Sault Ste. Marie;

AND WHEREAS the Municipality of Sault Ste. Marie is required pursuant to section 4(1) of the *Police Services Act* to provide adequate and effect police services in accordance with its needs;

AND WHEREAS the Sault Ste. Marie Police Services Board is required by section 32(1) of Ontario Regulation 3/99 ("Adequacy Standards") to enter into a protocol with the Council for the Municipality of Sault Ste. Marie that addresses:

- (1) the sharing of information with Municipal Council, including the type of information to be shared and the frequency of sharing such information;
- (2) the dates by which the business plan and annual report shall be provided to Municipal Council;
- (3) the responsibility for making public the business plan and annual report, and the dates by which the business plan and report must be made public; and
- (4) if Municipal Council chooses, jointly determining, and participating in the consultation processes for the development of the business plan.

THEREFORE THE PARTIES HEREBY AGREE THAT:

1. The Sault Ste Marie Police Services Board shall provide the Municipality of Sault Ste Marie with:
 - a) the dates, times, and location of the Police Services Board monthly meetings;
 - b) if requested, copies of the public agenda; and
 - c) if requested, copies of the minutes once approved following the Board's said meetings.
2. The Sault Ste. Marie Police Services Board shall ensure through the Chief of Police that the business plan is placed on the Service's intra-net server and the Service's website for public access. Hard copies will be provided upon request under the Service's fee schedule.
3. The Sault Ste. Marie Police Services Board will:
 - (a) provide Council with notice of any public meetings, or other consultation processes scheduled by the Board for the development of a business plan;

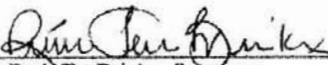
- (b) and every three years thereafter will provide Council with a copy of the Police Service's business plan on or about June 30th;
- (c) make the business plan available to the public on or about June 30th;
- (d) provide copies of the Service's annual report to Council and make it available to the public annually on or about June 30th.

4. This protocol is subject to the provisions of Section 41(1.1.) of the *Police Services Act*, as amended, and the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.



Judge James Greco, Chair
Sault Ste. Marie Police Services Board

John Rowswell, Mayor
Municipality of Sault Ste. Marie



Ruth TenBrinke, Secretary
Sault Ste Marie Police Services Board

Donna Irving, City Clerk
Municipality of Sault Ste Marie

Signed this 29 day of October,
2009.

Signed this 23rd day of November,
2009.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-198

AGREEMENTS: (E.3.4.4) A by-law to authorize an agreement between the City and STEM Engineering Group Incorporated in connection with the inspection of the Fort Creek box culvert.

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 23rd day of November, 2009 for and made between the City and STEM Engineering Group Incorporated in connection with the inspection of the Fort Creek box culvert.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

on/staff/by-laws/2009/2009-1198/Eng.Agreement/STEM

NOTICE

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CITY SOLICITOR

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 1st day of October

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 perform biennial box culvert inspections of four (4) existing box culverts - Central Creek, Fort Creek, Clark Creek and Farwell Terrace,

HEREINAFTER called the 'Project', and has requested the Consultant to furnish professional services in connection therewith;

This work will include structural inspections of the various box culverts, including a report outlining the current condition of the culverts and recommendations, if any, of future actions the City should incorporate into their plans and/or procedures.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

10(b)

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P, 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client 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 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. 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 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

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 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.

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.

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.

10(b)

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.

10(b)

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**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 STEM Engineering Group Incorporated**

Four box culverts or aqueducts will be inspected for this project and a status report will be prepared outlining the condition and what, if any, remedial measures are required. The culverts are as listed:

- (a) Central Creek
- (b) Fort Creek
- (c) Clark Creek
- (d) Farwell Terrace

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.

10(b)

- (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 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.

10(b)

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 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.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 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.

10(b)

3.4 Fee Estimate

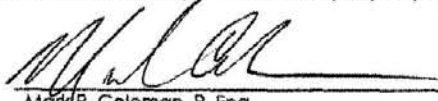
Estimated Fees were prepared for each of the four aqueducts in question and are contained in Appendix I. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

SIGNED, SEALED AND DELIVERED

in the presence of:

STEM ENGINEERING

The signatory shall have the authority to bind the corporation or company for purposes of this agreement



Mark P. Coleman, P. Eng.
Principal

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

CITY CLERK - Donna P. Irving

APPENDIX 1 - ESTIMATED FEE

Central Creek Aqueduct	\$ 8,000.00
Fort Creek Aqueduct	\$ 8,000.00
Clark Creek Aqueduct	\$ 2,000.00
Farwell Terrace Aqueduct	\$ 2,000.00
TOTAL	<u>\$20,000.00</u>

Note: The above numbers are pre-tax dollars.

Detailed Estimate Sheets follow this page.

SPECIALTY SERVICES

Fees for specialty services are considered extra to the above. Should those services be required, a separate cost estimate will be provided to the City for review. Upon acceptance of the quotations, the service will be invoiced to the City at cost, plus 5%.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-192

COUNCIL PROCEDURE: (A.3.5.2) A by-law to amend Procedure By-law 99-100.

THE COUNCIL of the Corporation of The City of Sault Ste. Marie, pursuant to section 238 of The Municipal Act 2001, S.O. 2001, c. 25 and amendments thereto, ENACTS as follows:

1. AMENDMENTS TO PROCEDURE BY-LAW 99-100

The following amendments are made to Procedure By-law 99-100 (the "By-law"):

- (1) Section 1 of the By-law is amended by adding the following subsections:
 - "(3) The Procedure By-law shall be reviewed at the mid-term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.
 - (4) A copy of the Procedure By-law 99-100 as amended, the Municipal Conflict of Interest Act and any code of conduct that may be adopted by Council shall be kept in each Council member's agenda binder by the City Clerk's Office."
- (2) Section 3(1) of the By-law is repealed and replaced with the following:

"The regular meetings of Council shall be held at 4:30 p.m. twice per month on Monday afternoons except during the months of July and August when regular meetings of Council shall be held once per month at 4:30 p.m. on Monday afternoons."
- (3) Section 3(2) of the By-law is amended by deleting the words "vote of two-thirds" and replacing them with the words "simple majority vote".
- (4) Section 6 of the By-law is repealed and replaced with the following:

"6. ABSENCE OF MAYOR FROM MEETING

- (1) At the beginning of the term of each Council, each Councillor shall be assigned a month of the year during which that Councillor shall act in the event that the Mayor does not attend at a meeting within fifteen minutes after the time appointed for the meeting, or if the Clerk has been informed that the Mayor will be late to the meeting, or in the event that the Mayor is unable to chair the meeting or a portion thereof due to the provisions of the Municipal Conflict of Interest Act,

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CITY SOLICITOR

or if the Mayor refuses to act, or if the Mayor's office is vacant.

- (2) In carrying out her or his duties under subsection 6(1), the Councillor shall be referred to as Acting Mayor Head of Council.
- (5) Subsection 9(2)(a) is amended by adding the words "email and" in front of the word "facsimile".
- (6) Section 29 of the By-law is repealed and replaced with the following:

"29. MEMBER LEAVING CHAMBER

- (1) A member of Council shall state at the beginning of the meeting, or as soon as a member becomes aware of the fact, that she or he will be required to leave the meeting and not return prior to adjournment and further advise the Council the time at which the member expects to leave the meeting.
- (2) The Clerk shall record such statements made by a member of Council in the minutes of the meeting."
- (7) Section 32(3) is amended by adding after the first reference to "Council" the following: "and the first name called out shall be on a rotational basis,".
- (8) Section 36 is amended by adding the following:
"11A - Approve the addendum agenda as presented"
- (9) Section 38 is amended as follows:
 - (1) The title of Section 38 of the By-law is amended by adding the words "AND PUBLIC".
 - (2) Section 38 is further amended by adding the following subsection (2):
"(2) The Council agenda shall be released to the public on the Friday preceding each regular meeting of Council."

- (10) Section 40 of the By-law is amended by adding the following:

"(7) The rules for a person or a delegation wishing to appear before Council shall be posted on the municipal website."

- (11) Section 51 of the By-law is repealed and replaced with the following:

"51. CHAIRPERSON

Unless specified in the resolution establishing a special committee, the special committee members shall select the committee chair at the initial meeting of the committee."

- (12) Section 54 of the By-law is amended by deleting the word "may" and replacing it with the word "shall".
- (13) Section 62 of the By-law is amended by deleting the words "in the same calendar year" and replacing them with "for twelve months".

2. EFFECTIVE DATE

This by-law comes into force on the day of its final passing.

PASSED in open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

DH Bylaws\2009\2009-192 Bylaw Amending 99-100

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-197

DEVELOPMENT CONTROL: A by-law to designate the lands located at 4 Cameron Avenue 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. **SCHEDULE "A"**

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

3. **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.

4. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in Open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

on/staff/zoning&dc/by-laws/2009197

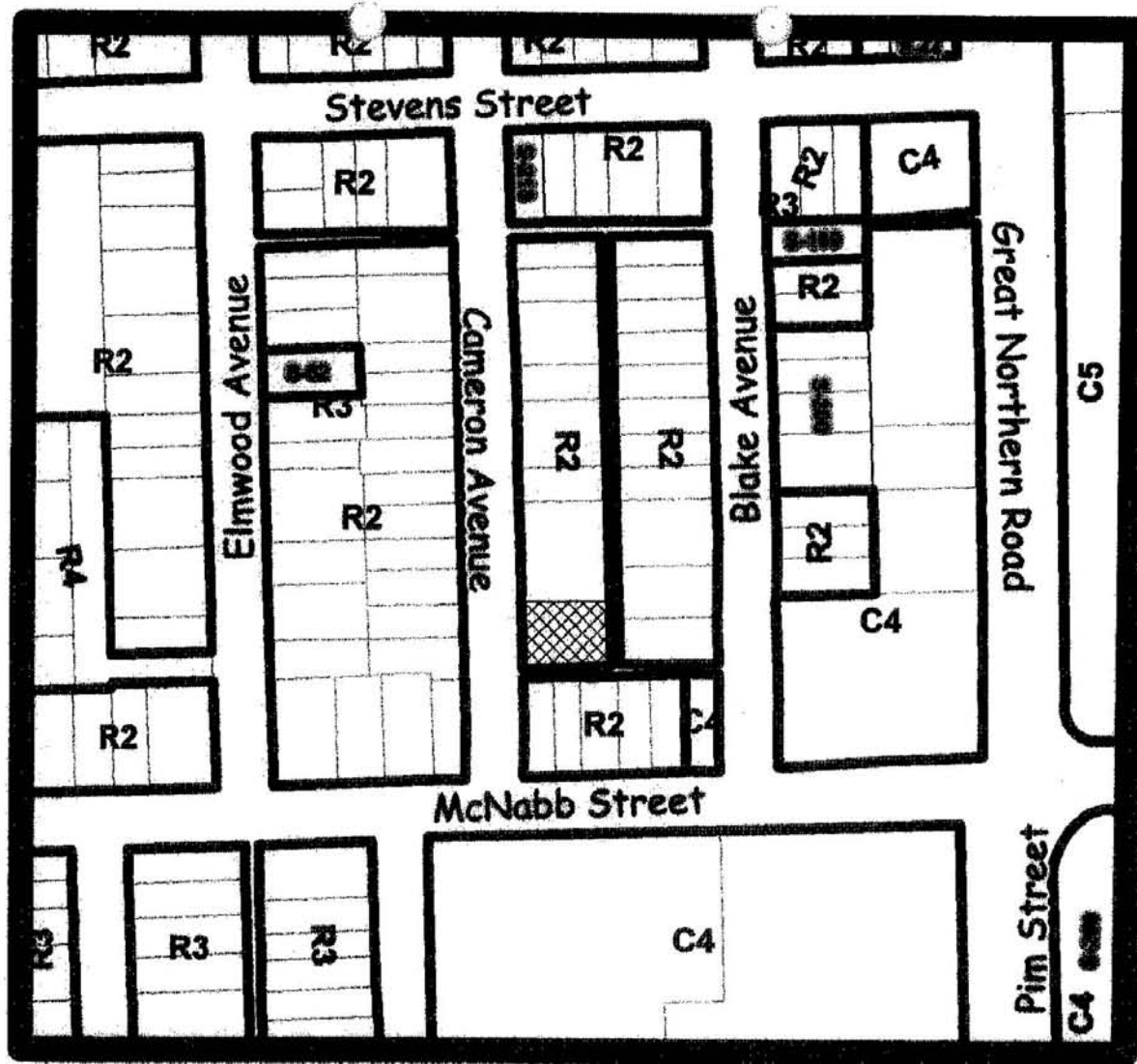
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10(d)

SCHEDULE "A" TO BY-LAW 2009-197 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 23RD DAY OF NOVEMBER, 2009.



EXISTING ZONING MAP

Application A-26-09-Z

4 Cameron Avenue

-  Subject Property - 4 Cameron Avenue
-  R2 - Single Detached Residential Zone
-  R3 - Low Density Residential Zone
-  C4 - General Commercial Zone
-  C5 - Shopping Centre Zone
-  S-Number - SPECIAL BYLAW 2005-151

Maps
42 & 1-49

Metric Scale
1 : 2000



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-190

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 168 to the Official Plan (Aggarwal).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 168 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

staff/on/zoning/OPby-laws/2009-190

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10(e)

**AMENDMENT NO. 168
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

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

LOCATION:

Plan H737, Lot 37 Pt RCP RP 1R 2568 10 Pt RP 1R6268 Pt 1, Pt 2 RP 1R 9857, being Civic No. 1032 Great Northern Road.

BASIS:

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

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

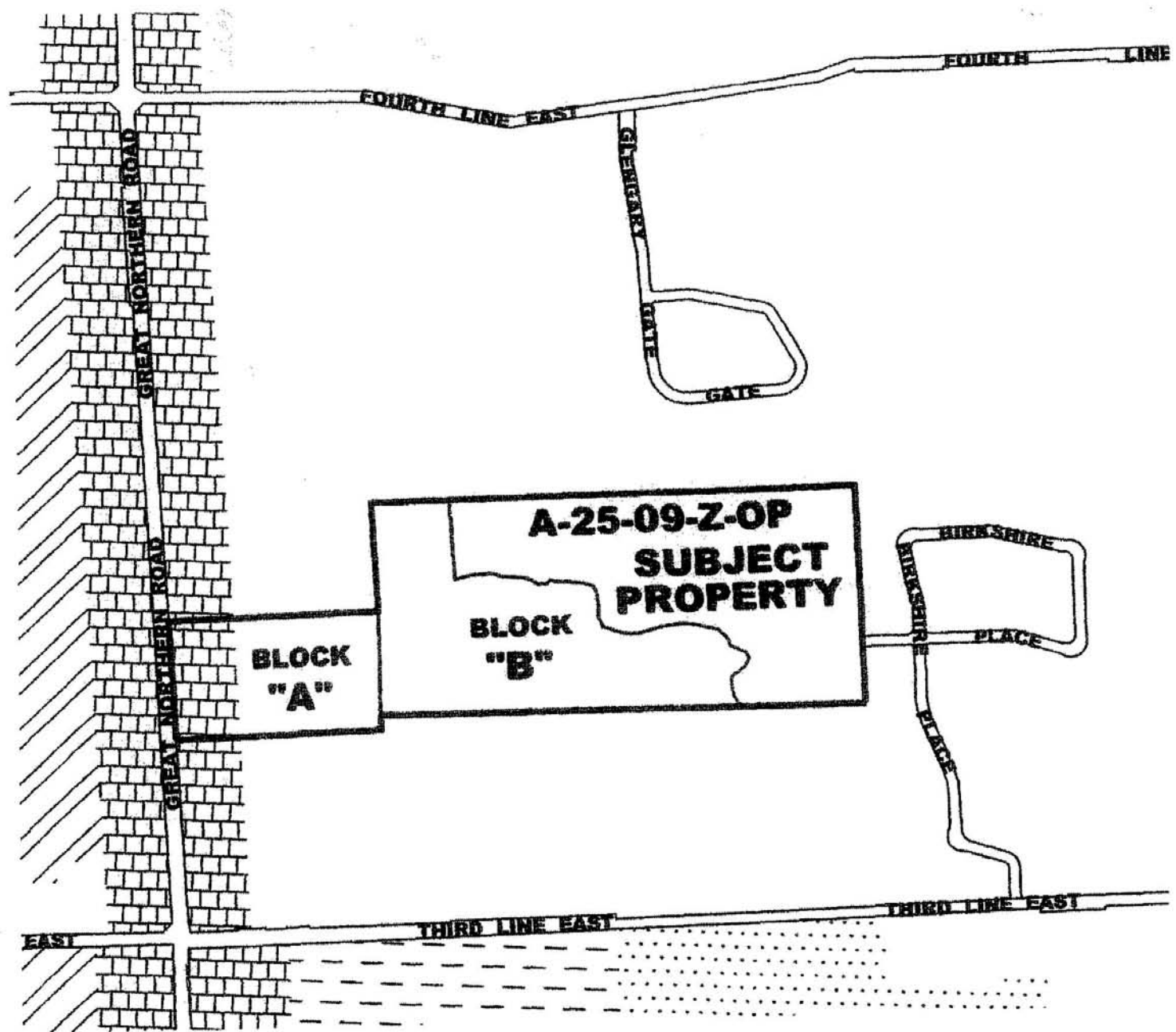
Council now considers it desirable to amend the Official Plan re-designating the front 375m of the subject property from "Rural Area" to "Commercial" and the middle portion of the subject property, between the "Commercial" designation, and the creek, from "Rural Area" to "Industrial."

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

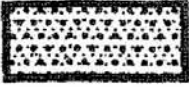
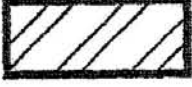
Schedule "C" to the Sault Ste. Marie Official Plan is hereby amended re-designating those lands shown on the attached schedule from "Rural Area" to "Commercial" and "Industrial."

INTERPRETATION

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



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND

	RESIDENTIAL		INDUSTRIAL		PARKS RECREATIONAL
	COMMERCIAL		INSTITUTIONAL		RURAL AREA

SCHEDULE "A" to AMENDMENT No. 168



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-195

PROPERTY ACQUISITION: (P.4.5.365) a by-law to authorize the City's acquisition of an approximately 1.8 acre parcel of land abutting the south limit of the McMeeken Centre Arena property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, **ENACTS** as follows;

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration respectively provided therefore in said Schedule "A".

2. **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 said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

da/Bylaws 2009/2009-195 Property Purchase Edgar Cooper St.doc

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10(7)

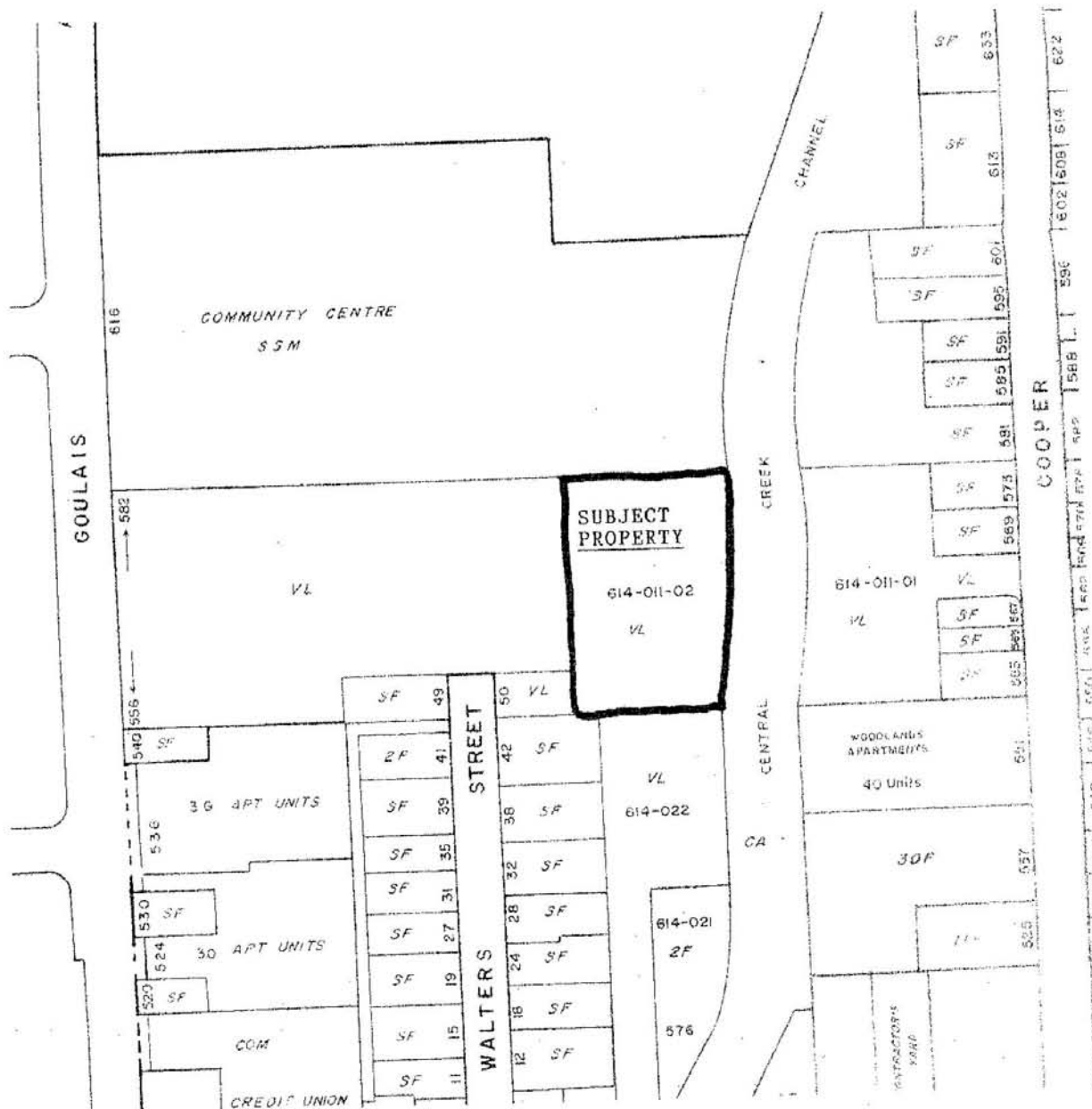
SCHEDULE "A" TO BY-LAW 2009-195

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Edmund John Edgar

ADDRESS: 1.8 acres abutting the south limit of the McMeeken Centre Arena property, legally described as:
PIN 31596-0128 (LT) Pt Lt 8 Pl 5943 Korah Pt 4
1R6142 lying W of Pt 4 1R6142; Sault Ste. Marie

CONSIDERATION: \$33,000.00
(subject to adjustments)



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-187

REGULATIONS: (R.1.2.5) A by-law for submitting to the vote of the electors a municipal question regarding store openings on Boxing Day (December 26th) pursuant to section 8.1(1)(b) of the *Municipal Elections Act*.

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 8.1(1)(b) of the *Municipal Elections Act* ENACTS as follows:

1. **SUBMITTING QUESTION TO THE VOTE OF THE ELECTORS -
STORE OPENING ON BOXING DAY (DECEMBER 26TH)**

A municipal question is to be submitted to the vote of the electors by placing the following question on the municipal ballot for the municipal election to be held on November 8, 2010, or such other date as determined by legislation:

"Are you in favour of retail business establishments (stores) being allowed to stay open on December 26th (Boxing Day)?

YES _____ NO _____"

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2009\2009-187 Boxing Day question at election.doc

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-193

TENANCY AGREEMENT: A by-law to authorize a lease between The Corporation of the City of Sault Ste. Marie as Tenant and Garden River First Nation as the Landlord dated September 1, 2009 for property located at Shingwauk Street, Garden River, Ontario for the purpose of operating an Ambulance station for the provision of emergency medical services to the District of Sault Ste. Marie Social Services Administration Board catchment area.

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 to affix the seal of the Corporation to a lease between The Corporation of the City of Sault Ste. Marie and Garden River First Nation concerning a lease between the parties commencing September 1, 2009 for the operation of an ambulance station for the provision of emergency medical services to the District of Sault Ste. Marie Social Services Administration Board catchment area.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

DA/By-laws/By-laws/2009-193 Lease Agreement Garden River First Nation.doc

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CITY SOLICITOR

TENANCY AGREEMENT

THIS TENANCY AGREEMENT, made this 1st day of September, 2009.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

BETWEEN:

GARDEN RIVER FIRST NATION

(hereinafter called Landlord),

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called Tenant).

WITNESSETH:

Landlord and Tenant covenant and agree as follows:

ARTICLE 1 - BASIC TENANCY AGREEMENT TERMS

1.1 General Location and Demised Premises Size:

- (a) Location: Shingwauk Street, Garden River, Ontario
as shown cross-hatched on the Site Plan attached hereto as Schedule A.
- (b) Size of Demised Premises: 2,889 square feet (268.3 m²)
as shown on the Floor Plan attached hereto as Schedule B.

1.2 Parties and Notice Address:

Landlord: Garden River First Nation
7 Shingwauk ST
Garden River ON P6A 6Z8

Attention: Chief Lyle Sayers
Fax Number: 945-1415

Tenant: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5N1

Attention: Chief Marcel Provenzano
Sault Ste. Marie Fire Services
Fax Number: 949-2341

(Article 28)

1.3 Term:

Initial term: Ten (10) years

(Section 4.1)

1.4 Options: After the initial term, the term may be extended on a yearly basis on terms to be mutually agreed to by the parties.

(Section 5.1)

1.5 Fixed Annual Rent:

- (a) Lease Years 1-10: \$1 per year.

(Article 6)

1.6 **Use:** Ambulance station for the provision of emergency medical services to the District of Sault Ste. Marie Social Services Administration Board catchment area.

1.7 Contents of Tenancy Agreement:

This Tenancy Agreement (the "Tenancy Agreement") consists of:

Pages 1 through 14
Sections 1.1 through 35.1

1.8 Schedules:

- A - Site Plan, a site plan of the Demised Premises (as hereinafter defined); and
- B - Floor Plan of the Demised Premises.

ARTICLE 2 - DEFINITIONS

2.1 Where used in this Tenancy Agreement, including any Rider or Schedule attached hereto, the words set out below in parenthesis shall have the meaning set out opposite:

- (a) **"Building"** means the building constructed by the Landlord as shown on Schedules A and B attached hereto.
- (b) **"Demised Premises"** means those premises within the Building constructed by the Landlord, shown cross-hatched on Schedule A and more particularly depicted on Schedule B attached hereto.
- (c) **"Destruction"** means any damage or destruction by fire, elements, or other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or any other casualty or cause.
- (d) **"Fixed Annual Rent"** means annual rent specified in Section 1.5 and Article 6.
- (e) **"Improvements"** means any buildings and improvements now or hereinafter constructed on or about the Building.
- (f) **"Interim Term"** means the period between the time when the completed Demised Premises are delivered to the Tenant in a condition to permit the Tenant to commence its fixturing and improvements to the Demised Premises in order to provide the services contemplated herein, until such time as Tenant commences to provide those services.
- (g) **"Tenancy Agreement Interest Rate"** means the greater of (a) interest at the Prime Rate per annum plus two percent (2%) per annum or (b) ten percent (10%) per annum, or if such rate is illegal, at the highest rate permitted in law.
- (h) **"Tenancy Agreement Year"** means a period of twelve (12) consecutive calendar months, during the term of this Tenancy Agreement, the first Tenancy Agreement Year being the period of twelve (12) consecutive calendar months commencing from the Rent Commencement Date if the Rent Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Rent Commencement Date occurs if the Rent Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary of such date of commencement, and each succeeding Tenancy Agreement Year during the term of this Tenancy Agreement, being a period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Tenancy Agreement Year preceding it.

- (i) **"Other Charges"** means all sums and amounts accruing or becoming due and payable by Tenant pursuant to the terms of this Tenancy Agreement, excepting only Fixed Annual Rent as provided in Article 6.
- (j) **"Prime Rate"** means the rate of interest per annum established by the Bank of Nova Scotia, as a reference rate of interest to determine the interest rate such bank will charge for Canadian dollar commercial loans to its customers in Canada and which such bank quotes or publishes as its prime rate.
- (k) **"Redelivery Date"** means the date, following a casualty, on which the Landlord's architect, or contractor having charge of the restoration certifies the same as having been substantially completed and Tenant receives notice thereof along with written approvals which may be required from any governmental agency (provided the work has in fact been completed).
- (l) **"Renewal Period"** means the option period or periods specified in Section 1.4.
- (m) **"Rent Commencement Date"** means the date which the Tenant commences the provision of services from the Demised Premises.

ARTICLE 3 - DEMISED PREMISES

3.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 4 - TERM AND INTERIM TERM

4.1 The term of this Tenancy Agreement shall commence on the date hereof and shall continue for the period of time specified in Section 1.4, unless previously terminated or extended as in this Tenancy Agreement provided.

4.2 Notwithstanding anything to the contrary contained in this Tenancy Agreement, the parties hereto agree that for and during the Interim Term, Tenant shall not be obligated or liable to pay nor shall Fixed Annual Rent or Other Charges herein in this Tenancy Agreement otherwise provided to be paid by the Tenant accrue or become payable and Tenant shall not be obligated or liable to observe or perform any of the several covenants, agreements and obligations herein in this Tenancy Agreement otherwise provided to be observed and performed by Tenant with the exception only of Tenant's obligation to pay for utilities consumed by it after delivery of exclusive possession to the Tenant.

4.3 Upon the determination of the Rent Commencement Date the term of this Tenancy Agreement shall be automatically extended equal to the Interim Term if the Rent Commencement Date is the first day of a calendar month and if not, for a period equal to the number of calendar months comprising the period commencing on the date hereof and ending on the last day of the calendar month during which the Rent Commencement Date occurs.

4.4 Tenant may enter the Demised Premises during the Interim Term to install its fixtures which are required in order to provide the services contemplated in Section 1.6 herein.

4.5 Within ten (10) days after request of either party after the Rent Commencement Date has been determined, Landlord and Tenant shall execute, acknowledge and deliver to each other an agreement setting forth the Rent Commencement Date and the date of expiration of the initial term of this Tenancy Agreement as extended in accordance with Section 4.3.

4.6 Notwithstanding anything else contained in this Tenancy Agreement, if at any time during the term of this Tenancy Agreement, including any renewal, the Tenant is unable to continue its operation on the Demised Premises due to lack of government funding, the Tenant shall surrender this Tenancy Agreement upon the greatest possible notice to the Landlord, being not less than three (3) months, or upon payment of three (3) months' minimum rent and Additional Rent to the Landlord in lieu of notice, in which case the Tenant shall be released from all further liability and obligations hereunder, subject to leaving the Demised Premises in a good state of repair, reasonable wear and tear excepted.

ARTICLE 5 - RENEWAL PERIODS

5.1 Twelve (12) months prior to the expiry of the Initial Term, the Landlord and Tenant will enter into good faith negotiations with a view of extending the term of this Tenancy Agreement, on terms mutually satisfactory to the parties, acting reasonably.

ARTICLE 6 - FIXED ANNUAL RENT

6.1 The Fixed Annual Rent, commencing on the Rent Commencement Date for the term of this Tenancy Agreement shall be as specified in Section 1.5, unless abated or diminished as hereinafter provided. Tenant shall pay the Fixed Annual Rent to Landlord at the address of Landlord set forth in Section 1.2 (or such other address as Landlord may advise in writing) commencing on the Rent Commencement Date and thereafter in equal monthly instalments in advance on the first day of each month.

ARTICLE 7 - USE AND OCCUPANCY

7.1 The Demised Premises shall only be used for the use specified in Section 1.6.

7.2 Landlord warrants to Tenant that Tenant, while carrying on the use specified in Section 1.6 on the Demised Premises, will not be in violation of any agreements which Landlord may have with lenders, governmental authorities or any others and Landlord shall indemnify and hold Tenant harmless from any claims to the contrary including loss suffered by reason thereof, excluding consequential damages.

ARTICLE 8 - REPAIRS

8.1 Subject to Section 8.2 and to Article 10 and Article 23, and events as otherwise set out herein, the Tenant shall make all necessary non-structural repairs to the Demised Premises including repairs to the interior exposed plumbing and exposed portions of the electrical systems and those required as a result of Tenant's negligence except that Tenant shall not be obligated to make any of the foregoing arising out of or in any way connected with (a) fire or other casualty, (b) settling, or (c) the negligence of Landlord or those for which it is in law responsible.

8.2 The Landlord is responsible, including all costs, for the repair and replacement of all items which are not the responsibility of the Tenant including the structural elements of the Demised Premises and the Building including but not limited to the foundations, bearing walls and exterior finishes. The Landlord shall be responsible for all cost to maintain, repair and replace the heating, ventilating and air conditioning systems serving the Demised Premises and the roof, including the roof membrane and structural elements of the roof, except to the extent that any such repairs or replacements are caused by the negligent or wilful acts or omissions of the Tenant. In addition, the Landlord, at its sole cost and expense shall be responsible for any repairs and replacements to the parking areas and driveways serving the Demised Premises including but not limited to repairing and replacing paving and substrata thereof.

8.3 Tenant may give the Landlord notice of such repairs as may be required under the terms of this Article, and Landlord shall proceed forthwith and commence to effect the same with reasonable diligence, but in no event later than ten (10) days after having received notice. In event of an emergency the Tenant shall be empowered to undertake immediate repairs of such nature as would normally be the Landlord's responsibility, and notify the Landlord promptly after such repairs have been undertaken. If the Landlord fails to repair or maintain the Demised Premises within the ten (10) day period imposed herein (which 10 day period may be extended for up to an additional 20 days if the matter could not reasonably be cured within the first 10 days and Landlord commences to cure within such 10 days and diligently thereafter pursues such cure to completion), or in the case of any emergency as above stated, the Tenant may in the event that same in Tenant's reasonable judgment may materially adversely affect the Tenant's business operations in the Demised Premises, perform the repairs or maintenance and deduct the reasonable cost thereof from the rental or rentals next coming due.

8.4 Landlord agrees to indemnify and hold Tenant harmless from and against all loss, damage or injury to the Demised Premises and to Tenant's fixtures and other property therein, due to or occasioned by any overflow, or leakage or defect of exterior walls or the roof or foundation,

or from subterranean leaks, or from leakage or defect of any service lines located outside of the Demised Premises and also from and against all reasonable expense incurred by Tenant in connection therewith. The foregoing indemnity shall be applicable only if the loss, damage or injury is caused by the failure of Landlord to make repairs or the negligence of Landlord, its agents or employees.

8.5 In making repairs, whether to the Demised Premises or the Building, the Landlord in so doing shall not unreasonably interfere with Tenant's ability to carry on its business.

ARTICLE 9 - INSURANCE AND INDEMNITY

9.1 Landlord agrees to maintain insurance policies providing against loss by fire, lightning, and such other perils as may from time to time be included in the standard fire insurance additional perils supplementary contract generally available in the jurisdiction where the Demised Premises is located and malicious mischief covering the Building and the other Improvements in the Demised Premises. The policies covering the Demised Premises required under this Section 12.1 shall contain the following endorsements:

- (a) A thirty (30) day notice of cancellation of insurance to all who are or become additional insureds as required under this Tenancy Agreement;
- (b) An endorsement naming Tenant (and any future occupants(s) of the Demised Premises designated by Tenant) as an additional insured;
- (c) An endorsement whereby insurer acknowledges that Landlord has waived any and all rights of recovery against Tenant and any other occupant(s) of the Demised Premises for damage or destruction to any or all of the Improvements including the Demised Premises, whether or not caused by acts or negligence of Tenant or said occupant(s) or any of their agents or employees; and
- (d) An endorsement whereby insurer waives all rights of subrogation against Tenant and any other occupant(s) of the Demised Premises and any of their agents or employees.

All policies of insurance required under Section 9.1 shall be written and signed by solvent and responsible insurance companies reasonably satisfactory to Tenant and authorized to do business in the jurisdiction wherein the Demised Premises is located and shall be for the full replacement value of the buildings and other improvements required to be insured hereunder. Such policy or policies shall provide that the proceeds of any loss shall be payable to Landlord and Tenant and to the holder (as its interest may appear) of any mortgage to which this Tenancy Agreement is subordinate so long as such holder and future holders of such mortgage are obligated to apply proceeds of insurance in the manner provided for in this Tenancy Agreement. Within fifteen (15) days after the date on which Tenant opens to the public, Landlord shall provide Tenant with certificates from Landlord's insurers evidencing the insurance coverages required under this Article 9. In addition, Landlord shall deliver to Tenant not later than thirty (30) days prior to the expiration of any policies required hereunder, renewal policies, or insurer's certificates thereof.

9.2 Landlord hereby waives all rights of recovery against Tenant and any other occupant(s) of the Demised Premises and any of their agents and employees for damage or destruction to any and all of the Improvements including the Demised Premises arising out of fire or other casualty whether or not caused by acts or negligence of the aforementioned persons. Tenant, to the extent of reimbursement under any insurance policy that it may carry, hereby waives all rights of recovery against Landlord, its agents and employees for damage or destruction to its fixtures and equipment arising out of fire or other casualty whether or not caused by the acts or negligence of Landlord, its agents or employees.

9.3 Tenant shall maintain, at its own cost and expense, public liability insurance having minimum limits of coverage as follows:

- (a) \$1,000,000.00 bodily injury per person;
- (b) \$5,000,000.00 per occurrence combined single limit for bodily injury, personal injury and property damage.

and said public liability policy shall contain the following provisions:

1. Tenant shall be named as an additional insured endorsed in the insurance contract but only to the extent of losses or claims caused by or arising out of the negligent acts of the named insured (Landlord), named insured's employees, agents and partners";
2. An agreement providing that the hold harmless and indemnification wording of this Tenancy Agreement is insured as a contractual obligation; and
3. A thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Tenancy Agreement.

9.4 Tenant shall maintain, at its own cost and expense, public liability insurance having minimum limits of coverage as follows:

- (a) \$1,000,000.00 bodily injury per person;
- (b) \$5,000,000.00 per occurrence combined single limit for bodily injury, personal injury and property damage.

and said public liability policy shall contain the following provisions:

1. Landlord shall be named as an additional insured endorsed in the insurance contract but only to the extent of losses or claims caused by or arising out of the negligent acts of the named insured (Tenant), named insured's employees, agents and partners";
2. An agreement providing that the hold harmless and indemnification wording of this Tenancy Agreement is insured as a contractual obligation; and
3. A thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Tenancy Agreement.

9.5 The Tenant agrees to indemnify and hold Landlord harmless from and against all loss, damages or costs arising from the Tenant's use of the Demised Premises and its operations thereon and also from and against all reasonable expense incurred by Landlord in connection therewith arising out of the negligence of Tenant, its agents or employees.

ARTICLE 10 - REQUIREMENTS OF LAW AND FIRE INSURANCE

10.1 Except for matters which are the responsibility of the Tenant under this Tenancy Agreement, the Landlord, at its own expense, shall comply with and conform to the requirement of every applicable lawful statute, law, by-law, ordinance, regulation and order and with every reasonable regulation and order of the Insurers' Advisory Organization or of any body having similar functions, or of any liability or fire insurance company by which the Landlord may be insured affecting the operation, condition, maintenance, use or occupation of the Demised Premises or any part thereof, or be required on account of any particular use to which the Demised Premises or any part thereof may be put, and whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties.

10.2 Tenant shall comply with and shall from time to time conform the Demised Premises, at its own expense, to the requirement of every applicable lawful statute, law, by-law, ordinance, regulation and order and with every reasonable regulation and order of the Insurers' Advisory Organization or of any body having similar functions, or of any liability or fire insurance company by which the Landlord may be insured, affecting the operation, condition, maintenance, use or occupation of the Demised Premises or be required on account of any particular use to which the Demised Premises may be put, but only insofar as the necessity therefor shall arise solely out of the manner or method of use of the Demised Premises. Provided however, that the foregoing shall not require Tenant to make any structural or extraordinary changes, alterations, installations or repairs at any time. Landlord shall comply with all of such requirements except to the extent that Tenant is obligated to comply therewith. Tenant shall have the right upon giving notice to Landlord to contest any obligations imposed upon Tenant pursuant to the provisions of this Section 10.2 and to defer compliance during the pendency of such contest, if the failure of

Tenant to so comply will not subject Landlord to criminal penalty. Landlord shall cooperate with Tenant in such contest and shall execute any documents reasonably required in furtherance of such purpose.

10.3 Landlord and Tenant shall at all times and in all respects comply with all Environmental Laws as hereinafter defined. Landlord represents and warrants that the Rent Commencement Date: (a) the Demised Premises will be in compliance with all Environmental Laws, and (b) there will be no Hazardous Materials (hereinafter defined), in the Demised Premises, except in compliance with all Environmental Laws. "Environmental Laws" means any and all federal or other applicable governmental laws, by-laws and regulations, including without limitation any and all requirements to register underground storage tanks, relating to: (i) emission, discharges, spills, releases or threatened releases of pollutants, contaminants, "Hazardous Materials" (as hereinafter defined), or hazardous or toxic materials or wastes onto land or into ambient air, surface water, ground water, wetlands, septic systems; (ii) the use, treatment, storage, disposal, handling, of Hazardous Materials or hazardous and/or toxic wastes, material products or by-products (or of equipment or apparatus containing Hazardous Materials), or (iii) pollution or the protection of human health or the environment. "Hazardous Materials" means (A) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any Environmental Laws, (B) petroleum and petroleum products including crude oil and any fractions thereof; (C) natural gas, synthetic gas, and any mixtures thereof; (D) asbestos or any material which contains any hydrated mineral silicate, including, but not limited to chrysotile, amosite, crocidolite, tremolite, anthophyllite, or actinolite, whether friable or non-friable; (E) PCB's or PCB-containing materials, or fluids; (F) radon; (G) any other hazardous or radioactive substance, material, contamination, pollutant, or waste; and (H) any substance with respect to which any Environmental Law or Governmental Authority requires environmental investigation, monitoring or remediation. For purposes hereof, "Governmental Authority" shall mean any local, regional provincial or federal entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body.

10.4 Landlord shall indemnify, defend and hold Tenant and Tenant's officers, employees, agents, contractors, lenders, legal advisors, successors and assigns, free and harmless from and against any claims, damages, losses, forfeitures, penalties, expenses or liabilities (including reasonable legal fees and other costs of litigation) arising from or in connection with any Hazardous Materials present in the Demised Premises on the Rent Commencement Date which are not in compliance with all Environmental Laws in effect on such Date.

10.5 Landlord shall indemnify, defend and hold Tenant and Tenant's officers, employees, agents, contractors, lenders, attorneys, successors and assigns, free and harmless from and against any claims, damages, losses, forfeitures, penalties, expenses or liabilities (including reasonable legal fees and other costs of litigation) arising from or caused in whole or in part, directly or indirectly, by any of the following:

- (a) the discharge in or from the Demised Premises by Landlord or its employees, agents, contractors, lessees, and sub-lessees (collectively, "Landlord's Parties") of any Hazardous Material which are not in compliance with all Environmental Laws or the disposal, release, threatened release, discharge, or generation of Hazardous Material which are not in compliance with all Environmental Laws to, in, on, under, about, or from the Demised Premises by any of the Landlord's Parties, or
- (b) the failure of any of the Landlord's Parties to comply with any Environmental Law, or
- (c) the disposal, release, threatened release, discharge, or generation of Hazardous Material which are not in compliance with all Environmental Laws to, in, on, under, about, or from the Demised Premises by anyone other than the Landlord's Parties or the Tenant or its employees, agents, contractors, lessees, and sub-lessees (collectively, "Tenant's Parties").

10.6 Tenant shall indemnify, defend and hold Landlord and Landlord's officers, employees, agents, contractors, lenders, attorneys, successors and assigns, free and harmless from and against any claims, damages, losses, forfeitures, penalties, expenses or liabilities (including reasonable legal fees and other costs of litigation) arising from or caused in whole or in part, directly or indirectly, by any of the following:

- (a) the discharge in or from the Demised Premises by the Tenant's Parties of any Hazardous Material which are not in compliance with all Environmental Laws or the disposal, release, threatened release, discharge, or generation of Hazardous Material which are not in compliance with all Environmental Laws to, in on, under, about, or from the Demised Premises by any of the Tenant's Parties, or
- (b) the failure of any of the Tenant's Parties to comply with any Environmental Law.

10.7 The indemnifying party under Section 10.4, 10.5, or 10.6 shall be liable for all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination and preparation and implementation of any closure, remedial action or other required plan necessitated by any violation by the indemnifying party of any provision of this Tenancy Agreement or any Environmental Law. The indemnifying party's liability hereunder shall survive the expiration or earlier termination of this Tenancy Agreement.

10.8 If during the Term, Hazardous Materials which are not in compliance with all Environmental Laws are discovered in any portion of the Demised Premises, save and except if such Hazardous Material resulted from Tenant's operations, Landlord, at Landlord's sole expense and without right of reimbursement from Tenant will immediately undertake or cause to be undertaken remediation or removal of the Hazardous Material in accordance with all Environmental Laws, and to the extent Tenant's business is interrupted during the remediation or removal, Tenant's rent will be abated as is fair and reasonable under the circumstances.

ARTICLE 11 - ACCESS TO PREMISES

11.1 Tenant shall permit Landlord to enter upon the Demised Premises at all reasonable times approved by Tenant to make repairs, changes, replacements and restorations to the Demised Premises which are required to be made by Landlord, provided that Landlord shall not unreasonably interfere with the conduct of Tenant's operations therein.

ARTICLE 12 - UTILITIES AND GROUNDS MAINTENANCE

12.1 Save as otherwise provided for in this Tenancy Agreement, the Tenant shall be solely responsible for the operation and maintenance of the Demised Premises, including the payment of and responsibility for:

- (a) all business taxes, license fees, water, sewer and garbage taxes and rates;
- (b) all operating charges for water, gas, electric power, heating, air conditioning and other rates for utilities supplied to the Demised Premises; and
- (c) snow removal, landscaping and grounds maintenance of the immediately adjacent lands.

ARTICLE 13 - FIXTURES

13.1 All fixtures and equipment whether owned by Tenant or leased by Tenant from a lessor/owner (hereinafter called the Equipment Lessor) installed in the Demised Premises by Tenant regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time. In no event (including a default under this Tenancy Agreement) shall Landlord have any liens, rights or claims in Tenant's or Equipment Lessor's fixtures and equipment and Landlord agrees to execute and deliver to Tenant and Equipment Lessor, within ten (10) days after request therefor, any document required by Tenant or Equipment Lessor in order to evidence the foregoing. Tenant shall promptly repair all damage to the Demised Premises caused by the removal of any such fixtures or equipment.

13.2 In the event Tenant shall enter into any arrangement to finance all or any portion of its fixtures or equipment either before or after the installation thereof in the Demised Premises and whether such financing shall be in the form of a mortgage, financing agreement, equipment lease, equipment sale-leaseback or otherwise and in the event the lessor or secured party thereunder (hereinafter called the Owner/Secured Party) shall require a copy of any notice sent by Landlord to Tenant under this Tenancy Agreement to also be sent to the Owner/Secured Party, then Landlord

shall simultaneously send a copy of any such notice to such Owner/Secured Party at the address furnished to Landlord. The copy of any such notice shall be sent to such Owner/Secured Party in the same manner as notices are required to be sent and in the same manner as such notice is being sent to Tenant hereunder. Landlord further agrees that any such Owner/Secured Party shall have the right, but not the obligation to remedy or cure any default of Tenant under this Tenancy Agreement within a period of time which shall in all events be thirty (30) days longer than the period of time granted to Tenant to remedy or cure any such default under this Tenancy Agreement.

ARTICLE 14 - ASSIGNMENT AND SUBLETTING

14.1 The Tenant, without the Landlord's consent, may assign, sublet, license or franchise all or any part of the Demised Premises or assign the Tenancy Agreement to a successor of the Tenant which has the responsibility for providing the services specified in Section 1.6 hereof. Any other assignment of this Tenancy Agreement or sublease of the Demised Premises shall require the consent of the Landlord, which consent may be unreasonably withheld.

ARTICLE 15 - LANDLORD'S TITLE

15.1 Landlord warrants and represents to Tenant that Landlord has the right and lawful authority to enter into this Tenancy Agreement for the term hereof (including the Renewal Periods), that Landlord is the owner of the Demised Premises and that title to the Demised Premises is and shall continue to be, until the Rent Commencement Date, free and clear of any liens and encumbrances. Landlord covenants and agrees to execute any documents reasonably required by Tenant for the purpose of curing any title defects, and for the purpose of permitting Tenant to register notice thereof on title.

ARTICLE 16 - QUIET ENJOYMENT

16.1 Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises and all rights, easements, appurtenances and privileges belonging or in anyway appertaining thereto during the full term of this Tenancy Agreement and any extension thereof.

ARTICLE 17 - UNAVOIDABLE DELAYS

17.1 If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Tenancy Agreement by any strike, lockout, labour dispute, inability to obtain labour or material, Act of God, governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty or by any other event similar to the foregoing beyond the control of such party, then the time to perform such obligation or satisfy such condition shall be postponed by the period of time consumed by the delay. If either party shall, as a result of any such event, be unable to exercise any right or option within any time limit provided therefor in this Tenancy Agreement, the time for exercise thereof shall be postponed for the period of time consumed by such delay.

ARTICLE 18 - END OF TERM

18.1 Upon expiration or other termination of the term of this Tenancy Agreement, Tenant shall peaceably and quietly quit and surrender the Demised Premises in good order and condition, reasonable wear and tear and damage by fire, the elements, or any other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or other casualty or causes beyond Tenant's control, and repairs which are provided to be the responsibility of the Landlord by the terms of this Tenancy Agreement, excepted.

ARTICLE 19 - HOLDING OVER

19.1 Except as otherwise set forth in this Tenancy Agreement, should Tenant hold over in possession after the expiration of the term of this Tenancy Agreement or any extension thereof without renewal, such holding over shall not be deemed to extend the term or renew this Tenancy Agreement; but the tenancy thereafter shall continue as a tenancy from month to month upon the

terms and conditions herein contained and at the Fixed Annual Rent in effect immediately preceding such expiration.

ARTICLE 20 - LANDLORD'S DEFAULT

20.1 If Landlord shall be in default in the observance or performance of any covenant or obligation herein to be observed or performed by it, Tenant may after thirty (30) days notice that Tenant intends to cure such default or without notice, if in Tenant's reasonable judgment an emergency shall exist, cure such default and Landlord shall pay to Tenant upon demand the reasonable cost thereof plus interest at the Tenancy Agreement Interest Rate, failing which Tenant may deduct same from any payments of Fixed Annual Rent and/or Other Charges.

20.2 Tenant shall not except in an emergency, commence to cure any default of such a nature that said default could not reasonably be cured within such period of thirty (30) days, if Landlord promptly commences and thereafter proceeds with due diligence and in good faith to cure such default.

20.3 Any such deduction by Tenant from Fixed Annual Rent and/or Other Charges shall not constitute a default unless Tenant shall fail to pay the amount of such deduction to Landlord within thirty (30) days after final adjudication by a court of competent jurisdiction that such amount was not properly deductible by Tenant from Fixed Annual Rent and/or Other Charges as in this Tenancy Agreement provided and is owing to Landlord.

ARTICLE 21 - ADDITIONAL CHARGES

21.1 If Tenant shall be in default hereunder, Landlord, after thirty (30) days notice that Landlord intends to cure such default, shall have the right, but not the obligation, to cure such default and Tenant shall pay to Landlord upon demand as additional charges the reasonable cost thereof plus interest at the Tenancy Agreement Interest Rate. Landlord shall not commence to cure any default of such a nature that could not reasonably be cured within such period of thirty (30) days, if Tenant commences to cure same within said period, so long as Tenant proceeds with reasonable diligence and in good faith to cure such default. In the event of any dispute between the parties as to the right of the Landlord to claim the payment of any such additional charges as in this Article provided, the Landlord shall not be entitled to terminate this Tenancy Agreement or to re-enter the Demised Premises by reason of any nonpayment of such additional charges unless the Tenant shall fail to pay to the Landlord the amount of any such additional charges within ten (10) days after notice to the Tenant of a judgment in favour of Landlord by a court of competent jurisdiction.

ARTICLE 22 - TENANT'S DEFAULT

22.1 Subject to the provisions of Section 20.3 and Article 21, proviso for re-entry by the Landlord on nonpayment of Fixed Annual Rent or Other Charges or non-performance of covenants, with the exception of a bona fide dispute as to Tenant's liability herein to make repairs. Provided that the Landlord shall not exercise its rights of re-entry unless and until it shall have given written notice of the default complained of to the Tenant, and to any mortgagee of the Tenant who shall have notified the Landlord of its mortgage and provided an address for notice; and

- (a) in the case of default in the payment of Fixed Annual Rent or Other Charges, the same shall not have been paid within ten (10) days of the date of receipt of such notice by the Tenant; or
- (b) in the case of any other default, the same shall not have been corrected within a reasonable time having regard to the nature of the breach complained of, such time in any case not to be less than thirty (30) days.

22.2 If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (a) a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant shall be appointed, or (b) Tenant shall be adjudicated a bankrupt or insolvent, or (c) a petition seeking reorganization of Tenant or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved, and Fixed Annual Rent and Other Charges shall not thereafter be paid in accordance with the terms hereof, Landlord may serve notice of

termination of this Tenancy Agreement upon Tenant, stating the date of termination, which date of termination shall be at least ten (10) days after the date on which such notice is served, and upon the date specified in such notice this Tenancy Agreement and the term hereof shall cease and expire, and Tenant shall then quit and surrender the Demised Premises, but Tenant shall remain liable as hereinafter provided. If this Tenancy Agreement and the term hereof shall cease and expire in accordance with this Section 22.2, Landlord may re-enter and remove Tenant or any other occupant of the Demised Premises, by summary proceedings or otherwise, and remove their effects and hold the Demised Premises as if this Tenancy Agreement had not been made.

22.3 After a re-entry in accordance with Section 22.1 or 22.2, (a) the Fixed Annual Rent and Other Charges shall be paid up to the date of such re-entry, (b) Landlord may re-let the Demised Premises or any part or parts thereof either in the name of Landlord or otherwise, for a term or terms which may, at the option of Landlord, be less than or exceed the period which would otherwise have constituted the balance of the term of this Tenancy Agreement, and (c) Tenant shall pay to Landlord, as liquidated damages, any deficiency between the Fixed Annual Rent and Other Charges due hereunder and the amount, if any, of the rents collected on account of the new lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Tenancy Agreement (not including any Renewal Periods the commencement of which shall not have occurred prior to such re-entry). In computing such liquidated damages there shall be added to said deficiency the expenses which Landlord incurs in connection with re-letting the Demised Premises and reasonable legal and brokerage fees. Such liquidated damages shall be paid by Tenant in monthly instalments on the dates specified in this Tenancy Agreement for payment of Fixed Annual Rent and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord shall not be liable for failure to re-let the Demised Premises or, in the event that the Demised Premises are re-let, for failure to collect the rent under such re-letting, unless Landlord shall not have used its best efforts to promptly re-let the Demised Premises for the reasonable rental value thereof and to collect the rent under such re-letting. Landlord shall use its best efforts to mitigate damages.

22.4 Landlord hereby expressly waives any and all rights granted by or under any present or future laws to re-enter the Demised Premises, to dispossess Tenant or any other occupant thereof or remove their effects not previously removed by them, or to terminate this Tenancy Agreement for any reason or in any manner other than as set forth in Section 22.1, 22.2 or 23.2.

ARTICLE 23 - DAMAGE OR DESTRUCTION

23.1 In the event of any damage or destruction by fire, the elements, or other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or any other casualty or cause, (hereinafter called the Destruction) to all or any part of the Improvements, Landlord shall commence promptly, and with due diligence continue, to restore same to substantially the same condition as existed immediately preceding the Destruction, except as otherwise provided in this Article. If the damage or destruction is partial, Landlord shall complete the restoration within ninety (90) days after the Destruction. If the damage or destruction is total, Landlord shall complete the restoration within one hundred and twenty (120) days after the Destruction. Tenant shall have the right to require Landlord to make changes to the Demised Premises in the course of such restoration. If the cost and expense of restoration of the Demised Premises is increased by any change or changes required by Tenant then Tenant shall pay to Landlord, as additional charges after the completion of such restoration within thirty (30) days after demand therefor, the amount by which the cost and expense of restoration of the Demised Premises was thereby increased.

23.2 If, as a result of any Destruction, fifty percent (50%) or more of the total floor area of the Demised Premises is damaged, destroyed or rendered untenable when less than two (2) years remain under the term of this Tenancy Agreement (and if said term shall have been extended, then this provision shall apply only to the last two (2) years of the then existing Renewal Period), Landlord or Tenant may elect to terminate this Tenancy Agreement by giving notice to the other of such election on or before the date which is ninety (90) days after the Destruction, stating the date of termination, which shall be not more than thirty (30) days after the date on which such notice of termination shall have been given, and (a) upon the date specified in such notice this Tenancy Agreement and the term hereof shall cease and expire and (b) any Fixed Annual Rent and Other Charges paid for a period after the date of the Destruction shall be refunded to Tenant upon

demand. Landlord's notice of termination hereunder shall be null and void if Tenant, within thirty (30) days after receipt of such notice from Landlord, shall give notice of the exercise of an option to extend the term for the next succeeding Renewal Period.

23.3 If, as a result of any Destruction, Tenant loses the use of the whole or any part of the Demised Premises, Fixed Annual Rent and Other Charges shall abate to the extent Tenant is deprived of such use until the earlier of (i) sixty (60) days following the Redelivery Date; or (ii) the date on which Tenant again commences to provide its services from the repaired Demised Premises. If by reason of any Destruction Tenant, in its reasonable judgment, determines that to remain open for business is not practicable and Tenant closes the Demised Premises, Fixed Annual Rent and Other Charges shall be abated in full until the condition which caused Tenant to so close shall have been remedied.

23.4 Insurance proceeds for Destruction to the Improvements up to and including Fifty Thousand Dollars (\$50,000.00) shall be paid directly to Landlord and used by Landlord solely for restoration as required under this Tenancy Agreement. Insurance proceeds in excess of Fifty Thousand Dollars (\$50,000.00) shall be deposited in trust with a bank or trust company acceptable to Tenant as trustee under the control of Landlord and Tenant, or, if the holder of the first mortgage on the Demised Premises shall be a bank, trust company or insurance company, such proceeds shall be deposited in trust with such holder, as trustee, and be held for restoration as provided in this Tenancy Agreement. Said trustees or trustee shall disburse the same to Landlord in amounts requested by Landlord upon certification by Landlord that the amounts requested either shall have been paid in connection with such restoration or shall be due to contractors, subcontractors, material men, architects or other persons who have rendered services or have furnished materials for such restoration, and upon completion of said restoration, the remaining balance, if any, of such proceeds shall be paid to Landlord upon demand.

23.5 If Landlord is obligated to repair the Demised Premises under the terms of this Article, but does not commence within thirty (30) days of damage, and continue the repair of the Demised Premises thereafter with reasonable dispatch Tenant shall have the right upon notice to Landlord, to repair the Demised Premises at Landlord's sole cost and expense. If Tenant elects to repair, Landlord shall, promptly pay to Tenant any insurance proceeds in respect of the damage. Further, Landlord shall reimburse Tenant upon demand for any cost or expense incurred by Tenant for such repair. Until Tenant has been fully reimbursed for such costs and expense plus interest at the Tenancy Agreement Interest Rate, Tenant may deduct the same from any payments of rent.

ARTICLE 24 - LANDLORD'S PAYMENTS

24.1 All taxes, assessments and charges on the Demised Premises and obligations secured by mortgage or other lien upon the Demised Premises shall be paid by Landlord when due. In addition to any other rights, Tenant may perform, acquire or satisfy any lien, encumbrance, mortgage or agreement of Landlord which may threaten Tenant's enjoyment of the Demised Premises, and if Tenant does so it shall be subrogated to all rights of the obligee against Landlord and/or the Demised Premises and shall be reimbursed by Landlord for resulting expenses and disbursements, together with interest at the Tenancy Agreement Interest Rate, and no merger shall be construed which would defeat such subrogation. Without limiting the foregoing, Tenant may deduct from Fixed Annual Rent or Other Charges any payment made by it in satisfying any such lien, encumbrance, mortgage or agreement.

ARTICLE 25 - INVALIDITY OF CERTAIN PROVISIONS

25.1 If any provision of this Tenancy Agreement shall be invalid or unenforceable, the remainder of the provisions of this Tenancy Agreement shall not be affected thereby and each and every provision of this Tenancy Agreement shall be enforceable to the fullest extent permitted by law.

ARTICLE 26 - CHOICE OF LAW

26.1 This Tenancy Agreement, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto.

10(h)

ARTICLE 27 - ESTOPPEL CERTIFICATES

27.1 Upon the request of either party, at any time or from time to time, Landlord and Tenant agree to execute, acknowledge and deliver to the other, within thirty (30) days after such request, at the cost of the party requesting the certificate, a written instrument, duly executed and acknowledged, (a) certifying that this Tenancy Agreement has not been modified and is in full force and effect or, if there has been a modification of this Tenancy Agreement, that this Tenancy Agreement is in full force and effect as modified, stating such modifications, (b) specifying the dates to which the Fixed Annual Rent and Other Charges have been paid, (c) stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if such party is in default, stating the nature of such default, (d) stating the Rent Commencement Date, (e) stating which options to renew the term have been exercised, if any, and (f) any other information reasonably required by the party requesting the execution of the certificate.

ARTICLE 28 - NOTICES

28.1 No successor to Landlord's interest in the Demised Premises shall be entitled to receive rent payments until fifteen (15) days after Tenant's receipt of proper notice of such change together with a copy of the executed document or documents evidencing such change from the grantor, assignor or party entitled to receive the rent immediately preceding such change. Until such receipt Tenant shall continue to pay the Fixed Annual Rent and Other Charges to the party to which, and in the manner in which, the last preceding instalment of Fixed Annual Rent was paid or pending receipt of such proper notification and documentation, accrue and withhold payment of Fixed Annual Rent and Other Charges.

28.2 Any notices, consents, approvals, submissions or demands given under this Tenancy Agreement or pursuant to any law or governmental regulation, by Landlord to Tenant or by Tenant to Landlord shall be in writing. Unless otherwise required by law, or governmental regulation, any such notice, consent, approval, submission or demand shall be deemed given if sent by courier or by facsimile addressed as specified in Section 1.2 or sent by facsimile to the number specified in Section 1.2, or such other address or facsimile as the Landlord or Tenant, as the case may be, designates to the other. If any such notice or other communication is sent (in the case of facsimile) or delivered (in the case of courier) on or before 3:45 p.m. it shall be deemed to have been received on such day if such day is a Business Day, failing which such notice or other communication shall be deemed to have been received on the next Business Day. Any notice sent by facsimile shall also be sent by delivery. If Tenant shall be in doubt as to Landlord's address, Tenant may send any communication to Landlord at the address to which Fixed Annual Rent was last sent.

ARTICLE 29 - NO WAIVER

29.1 The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition contained in this Tenancy Agreement shall not prevent a similar subsequent act from constituting a default under this Tenancy Agreement.

ARTICLE 30 - ENTIRE AGREEMENT

30.1 This Tenancy Agreement contains the entire agreement between the parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought. Any document, notice or consent including, without limitation, this Tenancy Agreement or any amendment thereto shall only be binding upon Tenant if executed by a corporate officer duly authorized to do so or by such party authorized in writing by the Board of Directors of Tenant to execute documents on behalf of Tenant. Any such document or extension not so executed may be ratified by Tenant.

ARTICLE 31 - BROKER

31.1 Landlord represents that it dealt with no broker or brokers and Tenant represents that it dealt with no broker or brokers, in connection with the negotiation, execution and delivery of this Tenancy Agreement. Landlord shall defend and indemnify Tenant from and against any claims or demands for brokerage commissions and finder's fees.

32.1 Neither Tenant nor Landlord shall permit any construction, mechanic's or materialman's or other lien against the Demised Premises in connection with any labour, materials or services furnished or claimed to have been furnished. If any such lien shall be filed against the Demised Premises, the party charged with causing the lien will cause the same to be discharged by payment into court or otherwise within fifteen (15) days of notice from the other party, or within such shorter time as may be necessary if funding of a financing is delayed pending such discharge, failing which the said other party may cause said lien to be discharged at the cost of the party charged with causing the lien.

33.1 The captions preceding the Articles of this Tenancy Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Tenancy Agreement or the intent of any provision hereof.

34.1 The term "Landlord" as used herein, means Landlord named herein and any subsequent owner of Landlord's estate hereunder, but any owner of Landlord's estate hereunder shall be relieved of all liability under this Tenancy Agreement after the date that it ceases to be the owner of Landlord's estate (except for any liability arising prior to such date) provided that the party succeeding to Landlord's estate shall have executed an agreement, satisfactory to Tenant, wherein it assumes and agrees to perform all of Landlord's obligations under this Tenancy Agreement from and after the date it acquires Landlord's estate.

35.1 The covenants and agreements contained in this Tenancy Agreement shall bind and enure to the benefit of Landlord and its successors and assigns and Tenant and its successors and assigns.

IN WITNESS WHEREOF this Tenancy Agreement has been duly executed in quadruplicate under seal as of the day and year first above written.

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Per: Chris Tyl Berg

I/We have the authority to bind the corporation

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Per: _____

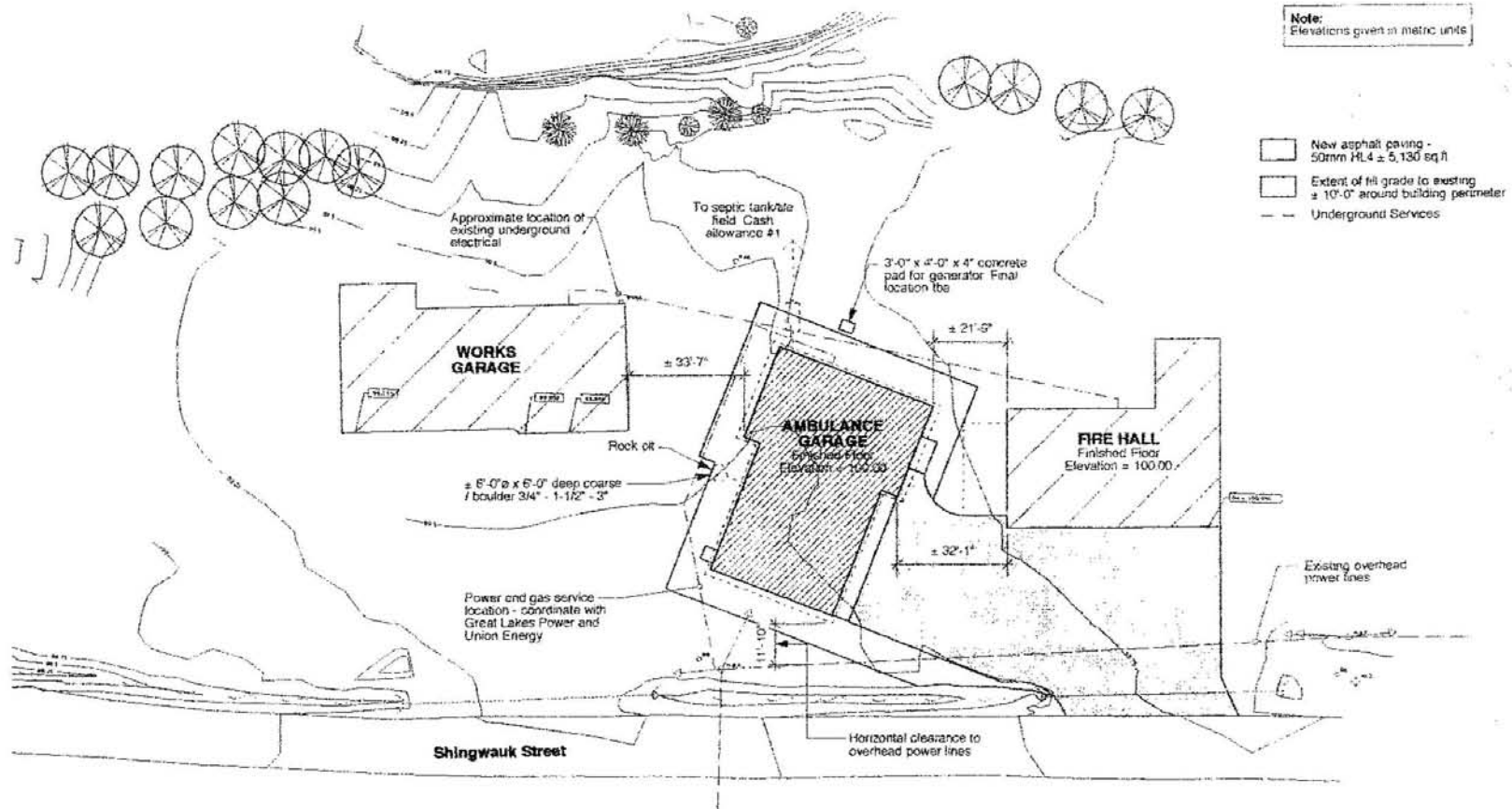
Per: _____

We have the authority to bind the corporation

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SCHEDULE "A"



	PROJECT		NO. 09057
	GARDEN RIVER FIRST NATION EMS STATION SHINGWAUK STREET GARDEN RIVER FIRST NATION		1.1
PROJECT SHEET	DATE: April 20, 2008	BY: [Signature]	ISSUED: [Signature]
Caughill Consulting Services Inc. 3804, Fourth Line East, Shawville, Ontario, Canada Caughill is to verify all dimensions on site. Copyright of these drawings is vested in Caughill Consulting Services Inc.			

10471

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-191

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 regarding lands located at Civic No. 1032 Great Northern Road (Aggarwal).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. **1032 GREAT NORTHERN ROAD; LOCATED ON THE EAST SIDE OF GREAT NORTHERN ROAD NORTH OF THIRD LINE EAST; BLOCK A CHANGE FROM RA TO HZ AND BLOCK B CHANGE FROM RA TO M.2**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on map 1-128 of Schedule "A" to Zoning By-law 2005-150 is changed, in the case of Block A from RA (Rural Area) zone to HZ (Highway) zone and in the case of Block B from RA (Rural Area) zone to M.2 (Medium Industrial) zone.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(288) and heading:

"2(288) 1032 Great Northern Road

Despite the provisions of By-law 2005-150, the lands located on the east side of Great Northern Road north of Third Line and having civic number 1032 Great Northern Road and marked "subject property" on the map attached as Schedule 288 hereto is changed as follows:

- (i) in the case of the area shown on the attached map as Block A, the zone is changed from RA (Rural Area) zone to HZ (Highway) zone and
- (ii) in the case of the property shown as Block B on the attached map is changed from RA (Rural Area) zone to M.2 (Medium Industrial) zone subject to the following special provision applicable to both Blocks A and B:
 - (a) The buffer requirements of Section 4.9 of Zoning By-law 2005-150 are waived."

3. **SCHEDULE "A"**

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

NOTICE

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

CITY SOLICITOR

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 168.

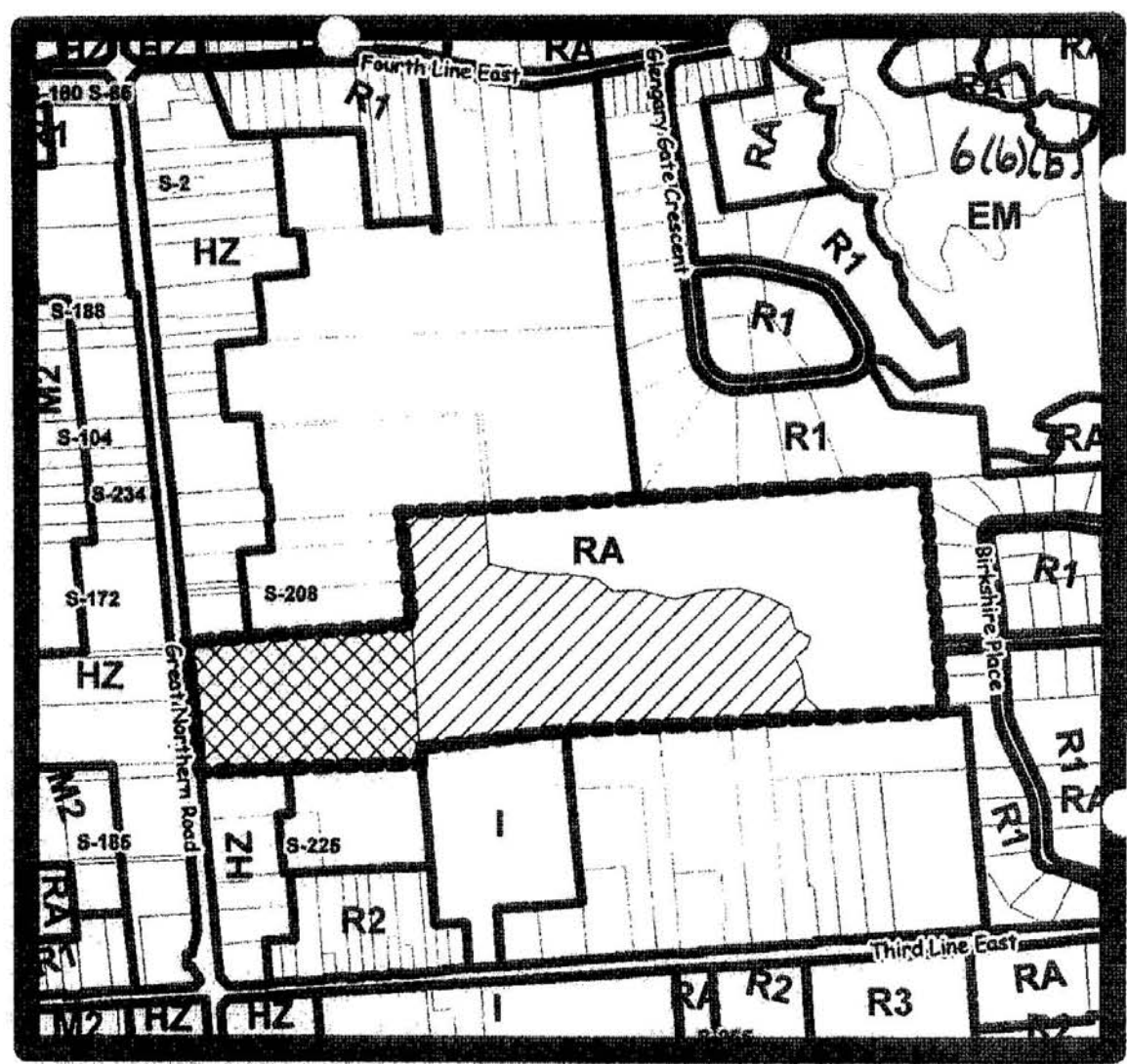
PASSED in Open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

10(i)

SCHEDULE "A" TO BY-LAW 2009-191 AND SCHEDULE 288 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 23RD DAY OF NOVEMBER, 2009.



ZONING MAP

1032 Great Northern Road

Application A-25-09-Z-OP

Metric Scale
1 : 10,000

Maps
113 & 1-128

- | | |
|--|------------------------------------|
| Subject Property = 1032 Great Northern Rd | R3 - Low Density Residential Zone |
| Block "A" = Rezone to [HZ] Highway Zone | HZ - Highway Zone |
| Block "B" = Rezone to [M2] Medium Industrial | M2 - Medium Industrial Zone |
| RA - Rural Area Zone; RAhp | I - Institutional Zone |
| R1 - Estate Residential Zone | EM - Environmental Management Zone |
| R2 - Single Detached Residential Zone | |
- [S-Number] = Special Zoning Bylaw 2005-151

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-196

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Law 2005-150 regarding lands located at 4 Cameron Avenue.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. **4 CAMERON AVENUE – LOCATED ON THE EAST SIDE OF CAMERON AVENUE APPROXIMATELY 36M NORTH OF ITS INTERSECTION WITH MCNABB STREET; CHANGE FROM R.2 TO R.3**

The zone designation on the lands having civic address 4 Cameron Avenue, which lands are shown on Map 1-49 of Schedule "A" to By-Law 2005-150, and marked, "subject property" on the map attached as Schedule "A" to this by-law is changed from R.2 (Single Detached Residential) zone to R.3 (Low Density Residential) zone.

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 23rd day of November, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

on/staff/zoning&dc/by-laws/2009-196

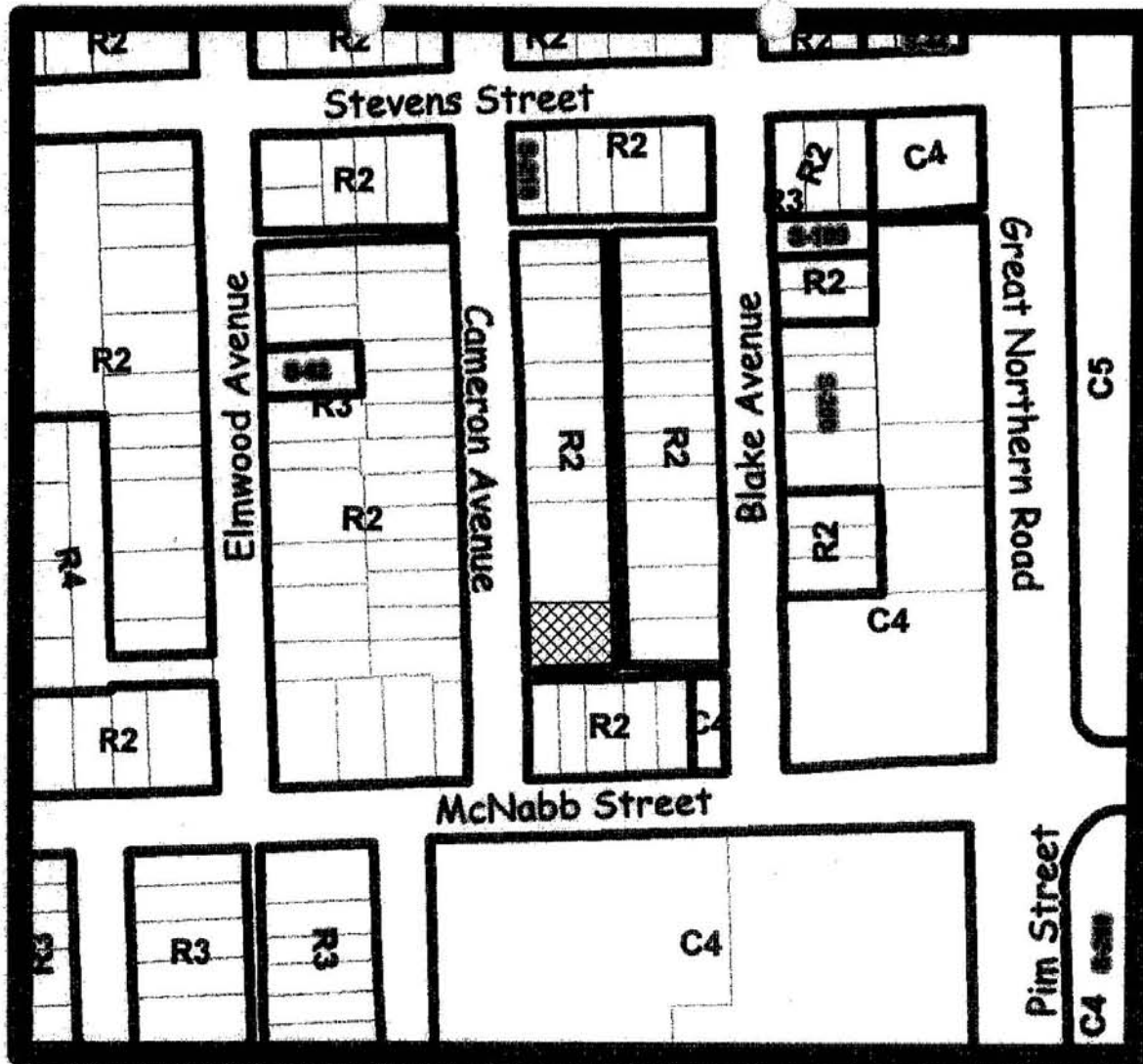
NOTICE

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CITY SOLICITOR

10(j)

SCHEDULE "A" TO BY-LAW 2009-196 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 23RD DAY OF NOVEMBER, 2009.



EXISTING ZONING MAP

Application A-26-09-Z

4 Cameron Avenue

-  Subject Property - 4 Cameron Avenue
-  R2 - Single Detached Residential Zone
-  R3 - Low Density Residential Zone
-  C4 - General Commercial Zone
-  C5 - Shopping Centre Zone
-  S-Number - SPECIAL BYLAW 2005-151

Maps
42 & 1-49

Metric Scale
1 : 2000

