

AGENDA

REGULAR MEETING OF CITY COUNCIL

2010 03 22

4:30 P.M.

COUNCIL CHAMBERS

1. **ADOPTION OF MINUTES**

Mover - Councillor B. Hayes

Seconder - Councillor L. Tridico

Resolved that the Minutes of the Regular Council Meeting of 2010 03 08 be approved.

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

3. **APPROVE AGENDA AS PRESENTED**

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that the Agenda for the 2010 03 22 City Council Meeting as presented be approved.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Dr. Celia Ross, President of Algoma University will be in attendance to update Council on the results of funding provided by the City to the University.

PART ONE – CONSENT AGENDA

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

Mover - Councillor B. Hayes

Seconder - Councillor L. Turco

Resolved that all the items listed under date 2010 03 22 Part One - Consent Agenda be approved as recommended.

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

5. (b) Correspondence from the County of Huron (concerning adjusting the Agri-Stability program and provincial assistance for rural septic systems) is attached for the information of Council.

- (c) A letter of request for a temporary street closing is attached for the consideration of Council.

1. Elgin Street from Bay to Queen Streets, Queen Street from Elgin to Dennis Streets, Dennis Street from Queen to Bay Streets and Bay Street from Dennis St. to the Essar Centre entrance in conjunction with the Royal Canadian Ladies Auxiliary 2010 Provincial Convention (September 12, 2010 – 1:00 p.m. to 2:00 p.m.)

The relevant By-law 2010-69 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- (d) **Staff Travel Requests**

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

Mover - Councillor P. Mick

Second - Councillor L. Turco

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 03 22 be approved as requested.

- (e) **Council Travel**

Mover - Councillor B. Hayes

Second - Councillor L. Tridico

Resolved that Mayor John Rowswell, Councillors Steve Butland, Bryan Hayes, Pat Mick and Susan Myers be authorized to travel to the 2010 AMO Annual Conference being held in Windsor (4 days in August) at an estimated cost to the City of \$2,300.00 each.

Mover - Councillor P. Mick

Second - Councillor L. Tridico

Resolved that Councillor Lou Turco be authorized to travel to the AMO Board of Directors meeting being held in Toronto (2 days in March) at an estimated cost to the City of \$300.00.

- (f) A letter from CAO to Municipal Property Assessment Corporation is attached for the consideration of Council.

Mover - Councillor S. Myers

Second - Councillor L. Turco

5. (f) Resolved that Council of the City of Sault Ste. Marie wholeheartedly endorse the concerns of its Chief Administrative Officer as outlined in his correspondence addressed to the Municipal Property Assessment Corporation dated March 11, 2010; and
Further be it resolved that this resolution and accompanying correspondence be circulated to the Algoma District Municipal Association, the Federation of Northern Ontario Municipalities and large urban Northern Ontario Municipal Councils for endorsement.

(g) **2009 Honoraria and Expenses – Mayor & Council and Board & Commission Members**

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

Mover - Councillor B. Hayes

Seconder - Councillor L. Tridico

Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 03 22 concerning 2009 Honoraria and Expenses (Mayor, Council, Board and Commission Members) be received as information.

(h) **Deployment of Fire Suppression Personnel to the 2010 G-8 Summit in Huntsville, Ontario**

A report of the Fire Chief is attached for the consideration of Council.

Mover - Councillor B. Hayes

Seconder - Councillor L. Tridico

Resolved that the report of Fire Chief dated 2010 03 22 with respect to Deployment of Fire Suppression Personnel to the 2010 G-8 Summit be received as information; and

Further that the deployment of the City's Chemical, Biological, Radiological Nuclear and Explosives Regional Response Team to the 2010 G-8 Summit in Huntsville, Ontario in June 2010, be approved.

(i) **Sault Ste. Marie Region Source Protection Area – Draft Proposed Assessment Report**

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

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that the report of the Land Development and Environmental Engineer, dated 2010 03 22 with respect to Source Water Protection – Draft Proposed Assessment Report be received as information and that appropriate staff be authorized to attend one of the public information sessions.

(j) **Licence of Occupation – Algonquin Hotel – Outdoor Patio on Portion of Pim Street Boulevard**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-68 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(k) **Third Line Reconstruction**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-67 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(l) **Request for Permission to Access Property at 104 Edmonds Avenue**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-62 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(m) **Lighting Requests**

A report of the Director of Engineering Services is attached for the information of Council. This is in response to a Council resolution dated 2009 12 07.

Mover - Councillor B. Hayes

Seconder - Councillor L. Turco

Resolved that the report of the Director of Engineering Services dated 2010 03 22 concerning Lighting Requests be received as information.

(n) **Tender for the Lease of Two (2) Municipal Style Graders and Four (4) Front End Loaders in Time for Winter Operations 2010/2011**

A report of the Manager of Equipment and Building Maintenance is attached for the consideration of Council.

Mover - Councillor P. Mick

Seconder - Councillor L. Tridico

Resolved that the report of the Manager of Equipment and Building Maintenance dated 2010 03 22 concerning tender for the lease of two municipal style graders and four front-end loaders for winter operations 2010/2011 be accepted and the recommendation that Council authorize tendering for the subject equipment be approved.

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

- (a) Mover - Councillor J. Caicco
Seconder - Councillor S. Butland

7. (a) Whereas significant improvements have been made in the downtown of Sault Ste. Marie over the past several years, largely as a result of the Downtown Development Initiative, promoted by City Council; and
Whereas this very successful partnership between the Downtown Association and the City was supported with funding from the City (\$285,000), the Provincial Government - Ontario Ministry of Agriculture, Food & Rural Affairs (\$575,000) and the Federal Government – FedNor (\$500,000); and
Whereas this Program has contributed to approximately \$9.8 million in private sector investment in new buildings, facade improvements and interior renovations in the downtown; and
Whereas additional public improvements, including the creation of pedestrian-friendly laneways, public art, entrance features and new directional signage are being undertaken in the downtown in 2010, fully committing the balance of funding for the current phase of the Initiative which will conclude in 2010; and
Whereas it is desirable that public and private sector investments continue to be encouraged in the City's downtown area;
Now Therefore Be It Resolved that City staff in co-operation with the Downtown Association initiate a review of "next steps" which would allow for the continuation and revitalization of Sault Ste. Marie's downtown, thereby transforming it into a vibrant and sustainable City Centre and report back to Council on any improvements which might be considered for the program as well as any potential areas of specific focus for the downtown incentives, available funding from the senior levels of government and proposed timelines for future phases.

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) 2010-65 A by-law to authorize an agreement with the City, the Province and the Sault Ste. Marie Police Services Board to renew the Safer Communities – 1,000 Officers Partnership Program effective April 1, 2010 to March 31, 2012.

10. (b) 2010-66 A by-law to authorize an agreement with the City, the Province and the Sault Ste. Marie Police Services Board to renew the Community Policing Partnerships (CPP) Program effective April 1, 2010 to March 31, 2012.

BUILDING

- (c) 2010-62 A by-law to provide access for the renovation of a dwelling at 104 Edmonds Avenue.

A report from the City Solicitor is on the agenda.

DEVELOPMENT CONTROL

- (d) 2010-64 A by-law to designate the lands located at 671 & 683 Great Northern Road an area of site plan control (Sar-Gin Developments (Sault) Limited).

LICENCE OF OCCUPATION

- (e) 2010-68 A by-law to authorize a licence of occupation between the City and Algonquin Hotel for the use of a portion of the Pim Street boulevard abutting the Algonquin Hotel at 864 Queen Street East.

A report from the City Solicitor is on the agenda.

PROPERTY ACQUISITION

- (f) 2010-67 A by-law to authorize the Mayor and Clerk to execute the documents required to complete the various property acquisitions for the Third Line widening, reconstruction and hub trail project.

A report from the City Solicitor is on the agenda.

TEMPORARY STREET CLOSING

- (g) 2010-69 A by-law to permit the temporary closing of portions of Elgin, Queen, Dennis and Bay Streets to facilitate the Royal Canadian Legion Ladies Auxiliary Provincial Convention Parade.

ZONING

- (h) 2010-63 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 671 & 683 Great Northern Road (Sar-Gin Developments (Sault) Limited).

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2010 03 08

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Mayor J. Rowswell (illness), Councillor D. Celetti (vacation)

OFFICIALS: J. Fratesi, M. White, N. Apostle, J. Elliott, L. Bottos, B. Freiburger, J. Dolcetti, , M. Zuppa, M. Provenzano, J. Luszka, P. Tonazzo, D. Dzama, R. Travaglini

1. **ADOPTION OF MINUTES**

Moved by - Councillor B. Hayes

Seconded by - Councillor L. Tridico

Resolved that the Minutes of the Regular Council Meeting of 2010 02 22 be approved. CARRIED.

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

3. **APPROVE AGENDA AS PRESENTED**

Moved by - Councillor P. Mick

Seconded by - Councillor L. Turco

Resolved that the Agenda for the 2010 03 08 City Council Meeting as presented be approved. CARRIED.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Sandra Randa, Chair 2010 Scotties Organizing Committee was in attendance to update Council on this event.
- (b) Helen Ross, Executive Director, Algoma Residential Community Hospice was in attendance with an update to Council on the status and experience of ARCH.
- (c) Bob Dumanski 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 B. Hayes

Seconded by - Councillor L. Turco

Resolved that all the items listed under date 2010 03 08 Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from FONOM was received by Council.
- (b) Correspondence from the Township of Gravenhurst (concerning amending the Ombudsman Act); and Prince Edward County (concerning coyote/wolf control) was received by Council.
- (c) **Staff Travel Requests**
The report of the Chief Administrative Officer was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor L. Turco
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 03 08 be approved as requested. CARRIED.
- (d) **Gas Tax Agreement**
The report of the Commissioner of Finance and Treasurer was accepted by Council. The relevant By-law 2010-51 is listed under Item 10 of the Minutes.
- (e) **Council Resolution – January 11, 2010 - Reduced Work Week**
The report of the Commissioner of Human Resources was accepted by Council.

Moved by - Councillor B. Hayes
Seconded by - Councillor L. Tridico
Resolved that the report of the Commissioner of Human Resources dated 2010 03 08 concerning Reduced Work Week be received as information. CARRIED.
- (f) **Appeal of Question to be Put on the Ballot Regarding Boxing Day**
The report of the Assistant City Solicitor was accepted by Council. The relevant By-law 2010-52 is listed under Item 10 of the Minutes.
- (g) **Wording Amendments to Scavenging By-law 2008-149**
The report of the City Solicitor was accepted by Council. The relevant By-law 2010-48 is listed under Item 10 of the Minutes.

5. (h) **Lane Closing Application – Laird Subdivision**
The report of the City Solicitor was accepted by Council. The relevant By-laws 2010-60 & 61 are listed under Item 10 of the Minutes.
- (i) **Sale of Property at 68 Dacey Road South of Queen**
The report of the City Solicitor was accepted by Council. The relevant By-law 2010-59 is listed under Item 10 of the Minutes.
- (j) **Sanitary Sewer Surcharge Budget - 2010**
The report of the Director of Engineering Services was accepted by Council.
- Moved by - Councillor B. Hayes
Seconded by - Councillor L. Turco
Resolved that the report of the Director of Engineering Services dated 2010 03 08 concerning Sanitary Sewer Surcharge Budget – 2010 be received as information. CARRIED.
- (k) **2007 Corporate Greenhouse Gas Emissions Inventory and Municipal Environmental Initiatives Committee Update**
The report of the Environmental Initiatives Co-ordinator was accepted by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor L. Tridico
Resolved that the report of the Environmental Initiatives Co-ordinator dated 2010 03 08 concerning 2007 Corporate Greenhouse Gas Emissions Inventory be received as information. CARRIED.
- (l) **Continued Use/Expansion of Hybrid Vehicles in the City's Fleet**
The report of the Environmental Initiatives Co-ordinator was accepted by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor L. Turco
Resolved that the report of the Environmental Initiatives Co-ordinator dated 2010 03 08 concerning Continued Use/Expansion of Hybrid Vehicles in the City's Fleet be received and the recommendation to develop a Green Fleet Plan, including a profile of the City's current fleet be approved. CARRIED.
- (m) **Traffic Light – Old Garden River Road/Second Line**
The report of the Commissioner of Public Works and Transportation was accepted by Council.
- Moved by - Councillor B. Hayes
Seconded by - Councillor L. Tridico

5. (m) Resolved that the report of the Commissioner of Public Works and Transportation dated 2010 03 08 concerning Traffic Light – Old Garden River Road/Second Line be received and the recommendation that no further changes be made to the signal timing until Hub Trail construction through the intersection is completed be approved. CARRIED.
- (n) **Tree Planting Budget and Improvements**
The report of the Manager of Parks was accepted by Council.
- Moved by - Councillor B. Hayes
Seconded by - Councillor L. Turco
Resolved that the report of the Manager of Parks dated 2010 03 08 concerning Tree Planting Budget and Improvements be received and the recommendation that staff investigate the development of a by-law concerning City owned trees be approved; and
Further that the request for \$20,000 for additional tree planting be referred to 2010 budget as a supplementary item. CARRIED.
- (o) The letter from CAO to Minister of Transport, Infrastructure and Communities and Minister of Energy and Infrastructure was received by Council.
- Moved by - Councillor B. Hayes
Seconded by - Councillor L. Turco
Whereas City Council, at their February 8, 2010 Council meeting, passed a resolution urging the Federal and Provincial Governments to give immediate attention to the request for government support for capital improvements for the Short Line Railway between Sault Ste. Marie and Sudbury;
Now Be it Resolved that the Council of the Corporation of the City of Sault Ste. Marie reconfirm its urgent request to the Federal and Provincial Governments as outlined in the 2010 03 08 letter from CAO Joe Fratesi to Ministers Baird and Duguid. CARRIED.

PART TWO – REGULAR AGENDA
PART TWO – REGULAR AGENDA

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

6. (6) **PLANNING**

Application A-3-10-Z City of Sault Ste. Marie Planning Division – Request Permission for Minor Amendments to Zoning By-Law 2005-150 and Special Exceptions By-law 2005-151

- (a) The report of the Planning Division was accepted by Council.

6. (6)(a) Moved by - Councillor P. Mick
Seconded by - Councillor L. Turco
Resolved that the report of the Planning Division dated 2010 03 08 concerning Application No. A-3-10-Z – the City of Sault Ste. Marie Planning Division be accepted and the Planning Director's recommendation that City Council approve the proposed amendments to Zoning By-law 2005-150 be endorsed. CARRIED.

(b) **Application A-6-10-Z – Sar-Gin Developments (Sault) Limited – Rezone Rear of 671 & 683 Great Northern Road from Medium Industrial Zone to Highway Zone with Special Exception 215**

The report of the Planning Division was accepted by Council.

Moved by - Councillor B. Hayes
Seconded by - Councillor L. Turco
Resolved that the report of the Planning Division dated 2010 03 08 concerning Application No. A-6-10-Z – Sar-Gin Developments (Sault) Limited be accepted and the Planning Director's recommendation that City Council approve the application and rezone the rear 108m (354') of the subject property (671 & 683 Great Northern Road) from Medium Industrial Zone to Highway Zone with Special Exception 215 (HZ.S215), subject to the following conditions:
1. that the rear 108m (354') of the subject property be deemed subject to Site Plan Control;
2. that the interior side yard on the rear 108m of the common lot line between 671 & 683 Great Northern Road be reduced to 0,
be endorsed. CARRIED.

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

(a) **2010 SSM Trade Mission**

The report of the Chief Executive Officer of Economic Development Corporation was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor L. Tridico
Whereas at the November 23, 2009 City Council Meeting Development Sault Ste. Marie made a commitment to report back to Council outlining the financial implications of a Trade Mission to Dalmine Bergamo and Sister City/Friendship Arrangement with Cosenza Calabria Italy from September 18-30, 2010.
Whereas Sault Ste. Marie continues to work internationally on business investment and trade and has an aggressive International Relations and Global Logistics Strategy; and

6. (8)(a) Therefore Be It Resolved that City Council approve a budget of up to \$25,000 from the City Economic Development Fund to support this initiative (estimated total project cost of \$70,000 plus) conditional upon the City's contribution with a final trade business plan submitted to the SSMEDC Board of Directors for review prior to departure. EDF monies would go towards costs such as the "business to business matchmaking" services, collateral/marketing/promotional material, advertising, translation, special events, and ground transportation. Travel, accommodation, meals and incidental costs for the trade mission would be the responsibility of the participants and their organizations. OFFICIALLY READ NOT DEALT WITH.

- (a) Moved by - Councillor P. Mick
Seconded by Councillor S. Myers
Resolved that agenda item 6.(8)(a) be referred to the SSMEDC Board of Directors and that the matter be reported back to Council once a final trade business plan has been submitted to and approved by the SSMEDC Board of Directors. CARRIED.

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

- Moved by - Councillor J. Caicco
Seconded by - Councillor S. Butland
- (a) Whereas the Landfill hours are restricted during the winter months; and
Whereas one Saturday a month during the winter is difficult for residents to keep track of and is inconvenient; and
Whereas the cost to increase hours of service may be offset by the increased tipping fee in recent years or existing hours may be communicated better by the City; and
Whereas the City should encourage all residents to recycle and use the Landfill which may lead to a decrease in illegal dumping;
Therefore Be It Resolved the appropriate staff report back to Council the possibility of opening the Landfill every Saturday starting in March instead of April or any other method of providing better service at the Landfill to the residents of Sault Ste. Marie. CARRIED.
- (b) Moved by - Councillor P. Mick
Seconded by - Councillor L. Turco
Whereas the Soo Curler's Rink skipped by Brad Jacobs and joined by E. J. Harnden, Ryan Harnden, Caleb Flaxey, alternate Rob Thomas and coach Tom Coulterman are representing Northern Ontario at the Tim Horton's Brier in Halifax;
Therefore be it resolved that Sault Ste. Marie City Council congratulated them on their success thus far, and also wishes them the best of luck through out the rest of the Brier. CARRIED.

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

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

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

Moved by Councillor B. Hayes

Seconded by Councillor L. Tridico

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2010 03 08 be approved. CARRIED.

Resolved that By-law 2010-17 being a by-law to authorize the construction of Class "A" Pavement on South Market Street from Boundary Road to Chambers Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06 be read a THIRD time and PASSED in open Council this 8th day of March, 2010.

Resolved that By-law 2010-48 being a by-law to amend By-law 2008-149 (a by-law for the control and management of refuse and recycling scavenging) be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-49 being a by-law to authorize a collective agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529) be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-50 being a by-law to amend Schedule "A" to Traffic By-law 77-200 regarding parking on Base Line and Schedule "G" of Traffic By-law 77-200 regarding Northern Avenue East be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-51 being a by-law to authorize an agreement with the City and AMO for the use of the Federal Gas Tax Rebate be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-52 being a by-law to amend By-law 2009-187 being a by-law submitting to the vote of the electors a municipal question regarding store openings on December 26th pursuant to section 8.1(1)(b) of the Municipal Elections Act be PASSED in Council this 8th day of March, 2010.

Councillor L. Tridico declared a pecuniary interest – family owns a retail business.

10. Resolved that By-law 2010-53 being a by-law to adopt Amendment No. 171 to the Official Plan; and
Further Be It Resolved that By-law 2010-54 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at Civic No. 520 Allen's Side Road; and
Further Be It Resolved that By-law 2010-55 being a by-law to designate the lands located at 520 Allen's Side Road an area of site plan control (McRain Developments Inc.) be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-56 being a by-law to authorize the construction of a concrete sidewalk on Second Line West from Great Northern Road to Old Garden River Road under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06 be read a FIRST and SECOND time and PASSED in open Council this 8th day of March, 2010.

Resolved that By-law 2010-57 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2325 Great Northern Road; and
Further Be It Resolved that By-law 2010-58 being a by-law to designate the lands located at 2325 Great Northern Road an area of site plan control (Palmer Construction Group) be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-59 being a by-law to authorize the conveyance of 68 Dacey Road (south of Queen Street) to William Batman or as otherwise directed by him be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-60 being a by-law to assume for public use and establish as a public lane, a lane in the Laird Subdivision be PASSED in Council this 8th day of March, 2010.

Resolved that By-law 2010-61 being a by-law to top up, close and authorize the conveyance of a lane in the Laird Subdivision be read a FIRST and SECOND time this 8th day of March, 2010.

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

13.

ADJOURNMENT

Moved by - Councillor P. Mick
Seconded by - Councillor L. Turco
Resolved that this Council shall now adjourn.

MAYOR

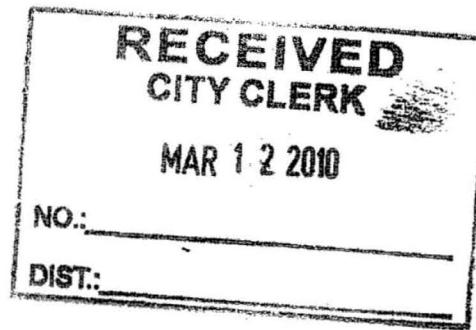
CLERK

5(a)



Working for Municipalities

March 9, 2010



ONTARIO GOOD ROADS ASSOCIATION

6355 KENNEDY ROAD, UNIT 2
MISSISSAUGA, ONTARIO L5T 2L5
TELEPHONE 905-795-2555
FAX 905-795-2660
www.ogra.org

Members and Head of Council

Almost five years ago when Ontario Good Roads Association (OGRA) embarked on the Municipal DataWorks (MDW) project, we knew that it would be met with scepticism and resistance. Organizations of all types have been trying for years to get a handle on the extent of the infrastructure deficit, not only in Ontario but across Canada and the world.

OGRA knew that getting appropriate funding would be a challenge and getting the attention of the appropriate politicians and bureaucrats at Queen's Park would also require significant energy. Despite these challenges, the OGRA Board of Directors persevered. They conveyed their support time and time again not only at the board table but within their own municipalities and communities. After all, that's what MDW represents ... the collection of key infrastructure data on a community by community basis enabling organizations like OGRA to present the case for an "appropriate" level of infrastructure funding.

OGRA is well aware that MDW itself does not solve the problem of sustainable infrastructure funding; however, it does provide a basis on which to move the conversation away from studying the problem to actually proposing and implementing solutions. OGRA also understands that infrastructure funding decisions are political decisions and OGRA's role is to influence those decisions based on sound, practical and defensible information ... information that will be gleaned from the MDW knowledge base.

At OGRA, we believe this to be a sound, reliable and transparent means of conveying the requirements that our municipal members have with respect to infrastructure funding needs. We believe that MDW represents an opportunity to put all of our members on the same channel with respects to their responsibilities to manage their capital assets in an efficient and transparent manner. OGRA represents all municipalities equally through the membership process and prides itself on our past partnership successes with the Government of Ontario, primarily through the Ministry of Transportation.

The recent funding agreement with the Ministry of Energy and Infrastructure and the Ministry of Transportation confirms OGRA's role in the process and demonstrates the confidence that the Province has in OGRA as a partner. OGRA believes that acting as the "trusted partner" and delivering key information through the MDW initiative, meets the test of our responsibilities to both our members and the Provincial government as the key provider for infrastructure funding.

MDW was built in an open technology environment allowing private sector service providers to participate in the success of MDW. We are pleased with the third party participation to date and note that more service providers are gearing up to integrate their solutions and services with MDW. OGRA has also engaged a new MDW delivery partner, The Altus Group, who will provide for our growth into the future.

The success of a province-wide database lies in your hands, our partners, stakeholders, corporate members and those with an interest in the management of our infrastructure in a sustainable manner. We cannot do this without the data. OGRA realizes that this objective has different angles for each, but we all agree that targeting infrastructure investment in an efficient and effective manner is a priority. MDW provides the framework and with data, the strategic business intelligence to decision-makers represented in a common language, so that we are all interpreting data the same way. Please send your data to OGRA to import into MDW.

We ask for your support of the MDW initiative, your ideas on improving MDW and making it more transparent and accessible. Over 300 Ontario municipalities are participating so far and over the next year we plan to increase that number. With your support, we can do this and we can report that we have moved beyond studying the issue, moved beyond funding another project that results in a report and that we have created a product that begins to address the challenge of infrastructure funding. Investment in our critical infrastructure is not an option, it is simply a question of how we go about it and go about selecting priorities. OGRA believes that MDW fills this need on behalf of our membership, as well as, our stakeholders and partners.

We appreciate your support and endorsement of Municipal DataWorks and we want to work with you as we take it to the next level.

Yours truly,

A handwritten signature in black ink, appearing to read "J. W. Tiernay", enclosed within a large, loopy oval shape.

J. W. Tiernay,
Executive Director



Corporation of the
COUNTY OF HURON

COUNTY CLERK, Barbara L. Wilson, CMO
1 Court House Square, Goderich, Ontario N7A 1M2
bwilson@huroncounty.ca

519-524-8394
Fax 519-857-2044

5(b)

February 16th, 2010.

To all Municipalities in Ontario:

I am requesting your Council's attention to this Motion that was passed by the Council of the Corporation of the County of Huron at their January 6th, 2010 County Council meeting.

Moved by: Councillor D. Shewfelt and Seconded by: Councillor J. Seili:
THAT:

The Huron County Council support the Ontario Agriculture Sustainability Coalition (OASC) consisting of the Ontario Pork Producers, Ontario Cattlemen's Association, Ontario Veal Producers, Ontario Fruit and Vegetable Grower's Association, the Grain Farmers of Ontario, the Ontario Federation of Agriculture and the Huron County Federation of Agriculture by requesting a meeting with Huron-Bruce MPP Carol Mitchell at the ROMA/OGRA conference to support the OASC lobbying for immediate adjustments to the Agri-Stability program;

AND FURTHER THAT:

This Motion be presented to the Southwest Economic Alliance (SWEA); for their support as agri-business is a vital economic industry in South Western Ontario;

AND FURTHER THAT:

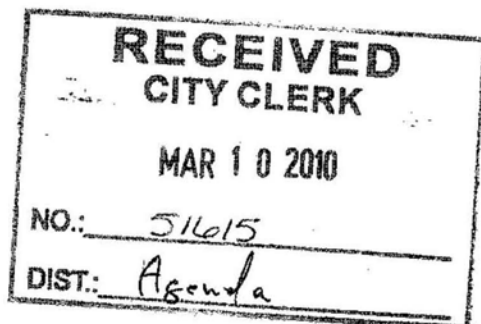
This Motion be forwarded to all municipalities in Ontario; Huron-Bruce MP Ben Lobb and Huron-Bruce MPP Carol Mitchell.

I appreciate your assistance and co-operation in this matter.

Sincerely,

Barbara L. Wilson

Barbara L. Wilson, CMO,
County Clerk,
County of Huron.





Corporation of the
COUNTY OF HURON

COUNTY CLERK, Barbara L. Wilson, CMO
1 Court House Square, Goderich, Ontario N7A 1M2
bwilson@huroncounty.ca

519-524-8394
Fax 519-857-2044

5(b)

February 16th, 2010.

To all Municipalities in Ontario:

I am requesting your Council's attention to this Motion that was passed by the Council of the Corporation of the County of Huron at their January 6th, 2010 County Council meeting.

Moved by: Councillor J. Seili and Seconded by: Councillor B. Siemon:
THAT:

The Mandatory Septic System Maintenance Inspection Program for Huron County proceed in 2010 as a user pay program;

AND FURTHER THAT:

An application be made to the Provincial Government for assistance for residential repair or replacement of rural septic systems;

AND FURTHER THAT:

This Motion be sent to all municipalities in Ontario; Huron-Bruce MP Ben Lobb, Huron-Bruce MPP Carol Mitchell, the Ontario Federation of Agriculture, the Huron County Federation of Agriculture, Ausable Bayfield Conservation Authority and Maitland Valley Conservation Authority.

I appreciate your assistance and co-operation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Barbara L. Wilson".

Barbara L. Wilson, CMO,
County Clerk,
County of Huron.

RECEIVED	
CITY CLERK	
MAR 10 2010	
NO.:	51615
DIST.:	Agenda

MAR 16 2010

LEGAL DEPARTMENT

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: JO-ANN HALL MARGOT FLEURY TELEPHONE: 759-5149
759-4335

ADDRESS: 14 EAST DUNROBIN BAY, 500 POSTAL CODE: P6C 3Z8

The above person hereby makes application for the closing of

NORTH ON ELGIN, WEST ON QUEEN, SOUTH ON DENNIS, EAST ON BAY
(Name of street to be closed) TO ENTRANCE OF ESSIE CENTRE

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

on the 12 day of SEPT, 20 10 from 1^{pm} am/pm to 2^{pm} am/pm
for the purpose of ROYAL CANADIAN LEGION LADIES AUXILIARY PROVINCIAL
CONVENTION PARADE

APPROVALS SECTION:

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

J. Lussau Sgt 216
Signature of Official
(Paid Duty Application)

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____, _____
(date) (By-law No.)

5(c)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: JO-ANN HALL MARGOT FLEURY TELEPHONE: 759-5149 759-4335

ADDRESS: 14 EAST DUNROBIN BAY, SQU POSTAL CODE: P6C 3Z8

The above person hereby makes application for the closing of

NORTH ON ELGIN, WEST ON QUEEN, SOUTH ON DENNIS, EAST ON BAY
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CONVENTION PARADE

APPROVALS SECTION:

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Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

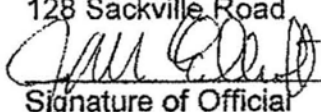
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Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

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

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

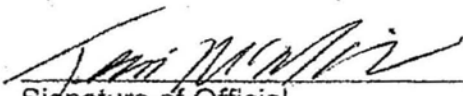


Signature of Official

Signature of Official

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

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



Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: JO-ANN HALL MARGOT FLEURY TELEPHONE: 759-5149 759-4335

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CONVENTION PARADE

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

- | | |
|---|--|
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65 Old Garden River Road | 6. Downtown Association
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Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|--|

[Signature]
Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

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Fax 759-5834
111 Huron Street

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

Signature of Official

CITY CLERK SECTION:

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

5(c)



The Royal Canadian Legion



LA TO BR 25
P.O. BOX 22040
SAULT STE. MARIE, ONT. P6B 6H4

March 2010

The Royal Canadian Ladies Auxiliary to Branch 25 is hosting the 54th Biennial Provincial Convention in Sault Ste Marie from September 11th to September 15th 2010. There will be approximately 1000 women in attendance for this convention.

We are planning on having a parade of colours on Sunday September 12, 2010. We wish to form up at the Sears Parking Lot at 12:30 (Elgin Street) and march off at 1:00 P.M. The parade will march north on Elgin Street to Queen Street, west on Queen Street to Dennis Street, south on Dennis Street to Bay and East on Bay Street to the entrance of the Essar Centre. The parade will take approximately 45 minutes to 1 hour to complete.

Therefore, we are requesting a permit for street closure for the above mentioned streets from approximately 1:00 P.M. to 2 P.M. on September 12, 2010.

Contact information: Jo-Ann Hall-ph 253-4965 or work 759-5149 or email jo.hall@sympatico.ca
Margot Fleury-ph 759-4335 or email the_fleury@hotmail.com

Thanking you for your cooperation.

Yours truly,

Jo-Ann Hall
President Ladies Auxiliary Br 25

"They served till death! Why not we?"

5(d)

Joseph M. Fratesi, B.A., J.D. (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

2010 03 22

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

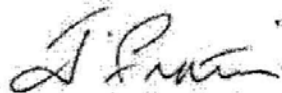
The following staff travel requests are presented to you for approval:

1. **Francois Couture – Engineering & Planning – Building Division**
Building Structural - 2006
April, 2010
Woodbridge, ON – OBA Office
Estimated total cost to the City - \$ 1,321.14
Estimated net cost to the City - \$ 1,321.14
2. **Steve Waite – Public Works & Transportation Department**
T.J. Mahoney Road School - Construction
May, 2010
Guelph, ON
Estimated total cost to the City - \$ 1,582.00
Estimated net cost to the City - \$ 1,582.00
3. **Steve Bringleson – Public Works & Transportation Department**
T.J. Mahoney Road School - Construction
May, 2010
Guelph, ON
Estimated total cost to the City - \$ 1,182.00
Estimated net cost to the City - \$ 1,182.00
4. **Al Mooney – Public Works & Transportation Department**
T.J. Mahoney Road School - Construction
May, 2010
Guelph, ON
Estimated total cost to the City - \$ 1,182.00
Estimated net cost to the City - \$ 1,182.00

5. **Madison Zuppa – Engineering & Planning Department**
Municipalities and the Green Energy Act
March, 2010
Sudbury, ON
Estimated total cost to the City - \$ 100.00
Estimated net cost to the City - \$ 100.00
6. **Madison Zuppa – Engineering & Planning Department**
Energy Matters Summit
April, 2010
Region of Peel, ON
Estimated total cost to the City - \$ 888.00
Estimated net cost to the City - \$ 888.00
7. **Trevor Zachary – Community Services – Community Centres & Marine Facilities**
Sports Events Congress
April, 2010
Toronto, ON
Estimated total cost to the City - \$ 1,965.00
Estimated net cost to the City - \$ 1,965.00
8. **Michelle Kelly – Engineering & Planning Department**
OACA 2009 Annual Conference
May, 2010
Windsor, ON
Estimated total cost to the City - \$ 1,535.00
Estimated net cost to the City - \$ 1,535.00
9. **Dan Crozier – Fire Services**
Mechanical Officer's Seminar
April, 2010
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00
10. **Edo St. Pierre – Public Works & Transportation – Parks Division**
ORFA Professional Development
May, 2010
Guelph, ON
Estimated total cost to the City - \$ 1,494.75
Estimated net cost to the City - \$ 1,494.75
11. **Dan Ballstadt – Public Works & Transportation – Parks Division**
ORFA Professional Development
May, 2010
Guelph, ON
Estimated total cost to the City - \$ 1,494.75
Estimated net cost to the City - \$ 1,494.75

12. **Fred Dufresne – Public Works & Transportation- Parks Division**
ORFA Professional Development
May, 2010
Guelph, ON
Estimated total cost to the City - \$ 2,241.25
Estimated net cost to the City - \$ 2,241/25
13. **Derek Miller – Public Works & Transportation – Parks Division**
ORFA Professional Development
May, 2010
Guelph, ON
Estimated total cost to the City - \$ 1,841.25
Estimated net cost to the City - \$ 1,841.25
14. **Peter Liepa – Finance Department - Tax Division**
MPAC – Assessment Growth Managment
April, 2010
Pickering, ON
Estimated total cost to the City - \$ 710.00
Estimated net cost to the City - \$ 710.00
15. **Frank Bentrovato – Engineering & Planning – Building Division**
Part 10/11 Renovations & Change of Use
November, 2010
Etobicoke, ON
Estimated total cost to the City - \$ 2,102.30
Estimated net cost to the City - \$ 2,102.30
16. **Tyler Bertrand – Engineering & Planning – Building Division**
OAPSO Annual Education & Training Session
May, 2010
Windsor, ON
Estimated total cost to the City - \$ 1,270.76
Estimated net cost to the City - \$ 1,270.76

Yours truly,

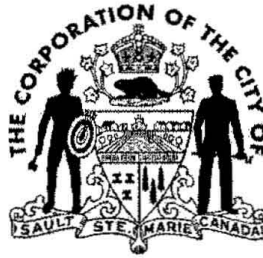


JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(4)

Joseph M. Fratesi, B.A., J.D. (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

2010 03 11

Mr. Carl Isenburg, President & CAO
Municipal Property Assessment Corporation
1305 Pickering Parkway
Pickering, ON
L1V 3P2

Dear Mr. Isenburg:

Like most municipalities in Ontario, the City of Sault Ste. Marie is currently preparing for presentation, its 2010 budget to cover the cost of delivering municipal services. As well, like most municipalities in Ontario, the City of Sault Ste. Marie is facing a very difficult set of financial circumstances brought on by many varying factors. As a result, City staff has been asked to look at ways in which the final budget can be fashioned so as to continue to deliver services which are important to our community, but at the same time, with a resulting tax bill that is affordable. While we examine our levels of services, as well as the costs which go into those services, we are also looking at ways in which we can generate increased revenues.

Obviously, the increases in assessments which Sault Ste. Marie is experiencing, is one way in which new revenues may be realized, but a more equitable way in which our ratepayers are better serviced, is by ensuring that we have captured all new assessment which has resulted from new construction or improvements to existing taxable properties.

For several years now, our City has complained about the decline in services which have been provided to us by MPAC. Many resolutions have been passed by not only our community, but by many others, asking for a significant improvement in the services which MPAC provides to us. As a matter of fact, many communities have asked the Provincial government to consider alternatives to MPAC as a manner of obtaining accurate and timely assessment information for tax and election purposes in our communities.

You have been asked to attend to address our City Council and you have done so in the past and have promised better service. However, such improvement has not been realized. I have been advised that in our City, there is still outstanding the need to assess 130 new homes that date back to early 2007. For some of these people, tax bills will eventually be sent picking up three (3) years of assessment and taxes. Many will not have prepared properly for these large sums and the City is always criticized for the delay. I am told that the permit value (which is generally less than the assessed value) for these 130 homes is approximately \$24 million.

There are also new commercial, industrial and institutional structures which have not been assessed. An example of this is the new Youth Detention Centre, which has operated for several years. That permit alone has a value of \$6.5 million assigned to it.

While, I appreciate that MPAC has the ability to go back on this new assessment for the new construction referred to above, the City could desperately use the new revenue which would be generated by these structures now.

I am also advised that there are a large number of outstanding assessments related to permits which have been issued for renovations, garages, decks, etc. They number approximately one thousand (1000) outstanding and date back to 2002. The total permit value for these outstanding minor permits is almost \$20 million and the ability to tax back to when the improvements were made are considerably limited. Again, if the appropriate assessments were done in a more timely manner, the increased revenues to our municipality would go a long way in dealing with our predicament.

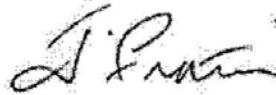
I am well aware that my concerns are shared by the members of the Sault Ste. Marie municipal Council. My concerns are also shared by my counterparts in the other cities of Northern Ontario, as they to, struggle with their budgets. Our municipalities do not have other options to ensure that any growth which we may enjoy and which results in new revenue for us is readily captured with appropriate assessments. We can only rely on MPAC providing to us good service. The City of Sault Ste. Marie will be paying almost \$800 thousand for this service in 2010 and should expect better. There should be no reasonable excuse for not capturing new assessment within the first year of occupancy for new construction and certainly within the same time period for improvements to existing structures.

While I do not want to venture into the relationships between MPAC and its employees, I do want to express my serious concern about the existing service which is provided to Northern Ontario communities. If indeed the reason for the current level of service is a lack of staffing, any further reductions in the Northern communities will only compound our problem.

5(f)

I would very much appreciate it if you would review these concerns and provide me with a reply which gives me some reasonable expectation that the services that MPAC provides to Sault Ste. Marie and to the other Northern communities will significantly improve in the next short period of time.

Yours truly,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

c.c. Mayor & Members of City Council
Bill Freiburger
David Oraziotti, MPP
Darryl Bender, MPAC
Joe Torlone, CAO, City of Timmins
Dave Linkie, CAO, City of North Bay
Tim Commisso, City Manager, City of Thunder Bay
Doug Nadorozny, CAO, City of Greater Sudbury

5(g)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2010 03 22

Mayor John Rowsell
and Members of City Council



**Re: 2009 Honoraria and Expenses -
Mayor & Council and Board & Commission Members**

In accordance with Section 284(1) of The Municipal Act, attached is a Summary of Mayor & Council and Board & Commission Members Honoraria and Expenses paid during 2009.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance & Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(g)

The Corporation of the City of Sault Ste. Marie
Finance Department

**Summary of Honoraria and Expenses paid during 2009
for Mayor & Council, Board and Commission Members**

Sec. 284(1) The Municipal Act

By-law 86-134/89-199/87-145/
95-055/01-219

Mayor & Councillors

Mayor

J. Rowswell	- Honorarium	38,181.84	
	- Car Allowance	4,216.67	
	- Travel - Conferences	4,797.71	
	- Other City Business - Meetings	<u>4,753.41</u>	51,949.63

Councillors

S. Butland	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel - Conferences	2,220.31	
	- Other City Business - Meetings	<u>531.42</u>	17,513.29

J. Caicco	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel - Conferences	<u>2,575.52</u>	17,337.08

D. Celetti	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel	<u>0.00</u>	14,761.56

F. Fata	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel	<u>0.00</u>	14,761.56

O. Grandinetti	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel - Conferences	<u>2,018.60</u>	16,780.16

B. Hayes	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel	<u>0.00</u>	14,761.56

Summary of Honoraria and Expenses paid during 2009 for Mayor & Council, Board and Commission Members

F. Manzo	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel	0.00	14,761.56
P. Mick	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel	0.00	14,761.56
S. Myers	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel - Conferences	2,306.81	17,068.37
T. Sheehan	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel - Conferences	2,262.45	
	- Other City Business - Meetings	1,026.51	18,050.52
L. Tridico	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel	0.00	14,761.56
L. Turco	- Honorarium	12,419.92	
	- Car Allowance	2,341.64	
	- Travel - Conferences	4,299.50	
	- Executive Meetings	3,285.68	22,346.74

Association of Municipalities of Ontario (AMO)

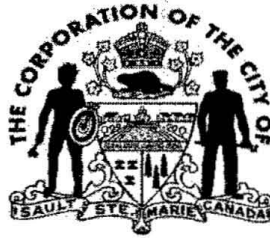
Councillor L. Turco - Costs paid by AMO	2,039.49
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5(h)

Fire Chief Marcel Provenzano

Division Heads:

Suppression – Frank Brescacin
EMS – Robert Rushworth
Fire Prevention – Paul Milosevich
Support Services – Jim St. Jules



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

March 22, 2010

Mayor John Rowswell and
Members of City Council
Civic Centre

**Re: Deployment of Fire Suppression Personnel to the 2010 G-8 Summit in
Huntsville, Ontario**

Purpose:

This report is to provide Council with information related to the upcoming G-8 Summit and the extent of involvement from Fire Services.

Background:

As Council may be aware, the 2010 G-8 Summit will be hosted by Canada in Huntsville, Ontario. The scheduled dates for the Summit are June 24 – 27. The Office of the Fire Marshal (OFM) has asked municipalities with Level 2 and Level 3 Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) response teams to assist with many of the planned security measures in conjunction with the RCMP led Integrated Security Unit (ISU).

Although much of the planned security measures are being kept highly confidential, our department has been formally invited to attend this event to assist in what would be a task related to our level of expertise. Our team and cache of equipment would be deployed in advance of the G-8 Summit on June 20 to facilitate a series of pre-assignment planning and training exercises.

Rationale:

The request from the OFM is on a voluntary basis, however I feel compelled to participate in this event, as it would give our fire suppression personnel invaluable exposure to incidents of this nature, while providing the best possible hands on training and networking with our colleagues across the province.

In principle, under the Memorandum of Understanding the Minister of Community Safety and Correctional Services can direct the use of a Provincial Level 2 CBRNE Team anywhere in the province, and for any length of time for emergency or non-emergency related incidents.

The involvement of the regional CBRNE teams is critical in ensuring the highest level of security possible for this event.

Based on the foregoing information, I have advised the OFM of a tentative commitment from our department to provide support services for the ISU, subject to the approval of Council. If approved, the full Level 2 CBRNE team would be comprised of eight personnel including one Platoon Chief, one Captain, six Firefighters and cache of related equipment.

The Province shall reimburse the City for all costs associated with the deployment of our personnel to the G-8 Summit pursuant to the 'Memorandum of Understanding to Establish and Operate a Level 2 Provincial CBRNE/HazMat Team'.

Recommendation:

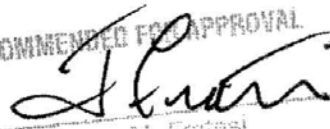
It is my recommendation that Council approve the deployment of our CBRNE Regional Response Team to the 2010 G-8 Summit and related activities to be held in Huntsville from June 20 -28.

Respectfully submitted,



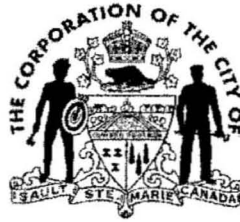
Marcel Provenzano
Fire Chief

MP/dm

RECOMMENDED FOR APPROVAL

Joseph M. Fratelli
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



5(i)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

March 22, 2010

Mayor John Rowswell
Members of City Council

**RE: Sault Ste. Marie Region Source Protection Area –
Draft Proposed Assessment Report**

The *Ontario Clean Water Act, 2006* which came into effect July 2007, resulted in the formation of the Sault Ste. Marie Region Source Protection Committee ('SPC'). This Committee's mandate is to develop a Source Protection Plan to help ensure clean, plentiful municipal drinking water sources.

In a Council Report dated September 8, 2008 the Terms of Reference ('TOR') was provided for Council's information and comment. The TOR included the work plan and budget to complete two required documents including an Assessment Report (technical studies) and a Source Protection Plan.

The process has now reached the stage at which the Draft Proposed Assessment Report has been completed and has been released for public comment. The attached letter serves as official notice to the Municipality and invites the Municipalities, First Nations and the public to review the document and submit comments to the SSMRCA by April 23, 2010. Three public consultation events have been planned for April 6 (Prince Twp. Municipal Office), 7 (Civic Centre), and 8th (Aweres Public School).

The purpose of the Draft Proposed Assessment Report is to identify current and future land uses that are or may become threats to the drinking water supply. The report must comply with the *Clean Water Act, 2006*. The report is a compilation of locally driven scientific studies and information that has been under development for the last 5 years with a partnership approach including the City, the PUC and the Sault Ste. Marie Region Conservation Authority (SSMRCA) as the lead.

Through this process the municipality of Sault Ste. Marie has fared better than most if not all other Source Protection Areas. Through the application of the methodology imposed by *Clean Water Act, 2006*, four significant threats have been identified at a preliminary stage. Further evaluation will be necessary, yet, it is foreseeable that risk management plans will be engaged to ensure that the land use activity associated with those four properties ceases to be a "significant threat". This will be addressed through the Source Protection Plan which is the next step in the process.

5(i)

Recommendations:

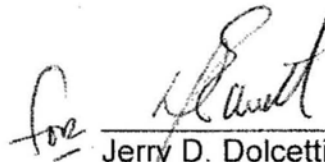
Engineering and Planning Department provide this report and attached letter for Council's information and review. Furthermore, Staff supports attendance at one of the public information sessions in order to learn more about the Source Protection process.

Respectfully submitted,

Recommended for Approval:



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



Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning
Department

/bb

F:\ENGINEERING DATA\COUNCIL\Hamilton-Beach\2010\Drinking Water Source Protection - 2010 03 22.doc

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

DRINKING WATER SOURCE PROTECTION

ACT FOR CLEAN WATER



Date: March 15, 2010

To: Joe Fratesi, CAO
Malcolm White, Clerk

**RE: Sault Ste. Marie Region Source Protection Area –
Draft Proposed Assessment Report**

Please find attached the Draft Proposed Assessment Report for the Sault Ste. Marie Region Source Protection Area. The Assessment Report is a compilation of locally driven scientific studies and information that has been under development for the last 5 years. This information has been compiled for the Source Protection Committee by the Sault Ste. Marie Region Conservation Authority staff.

Municipalities, First Nations and the public are invited to review the Draft Proposed Assessment Report and submit **comments by April 23, 2010**. This letter serves as your official notice under Ontario Regulation 287/07.

Background

The Ontario *Clean Water Act, 2006* which came into effect July 2007, prompted the formation of the Sault Ste. Marie Region Source Protection Committee (SPC). This Committee's mandate is to develop a Source Protection Plan to help ensure clean, plentiful municipal drinking water sources. Three of the 10 committee members are municipal representatives.

Purpose of the Draft Proposed Assessment Report

The Draft Proposed Assessment Report is a technical document that conforms to the requirements of Ontario Regulation 287/07. It is a compilation of studies and information that identifies current and future land use that may become threats to the municipal drinking water supply. Chapters within the report are as follows:

- 1) Watershed Characterization
- 2) Water Budget
- 3) Groundwater Vulnerability
- 4) Surface Water Vulnerability
- 5) Issues Evaluation and Threats Inventory
- 6) Water Quality Risk Assessment

The Assessment Report, once it is approved by the Ministry of the Environment, will be the basis for the development of the Source Protection Plan for the Sault Ste. Marie Region Source Protection Area.

Draft Proposed Assessment Report Public Review

The Draft Proposed Assessment Report is posted on our website at www.ssmrca.ca for review and comment. The report is also available in hard copy and CDs at the Sault Ste. Marie Region Conservation Authority office, the Sault Ste. Marie Civic Centre - Clerks Office and the Prince Township Municipal Office.

Public consultation sessions will be held throughout the Source Protection Area on the Draft Proposed Assessment Report at the following locations and times:

April 6 - Prince Twp. Municipal Office 4:00 – 8:00 pm
 April 7 – Civic Centre – Russ Ramsay Room 4:00 – 8:00 pm
 April 8 – Aweres Public School 4:00 – 8:00 pm

Submitting Comments

Please submit your comments on the Draft Proposed Assessment Report **no later than April 23, 2010** to:

Sault Ste. Marie Region Source Protection Committee
 c/o Rhonda Bateman, Drinking Water Source Protection Coordinator
 1100 Fifth Line East
 Sault Ste. Marie, Ontario P6A 5K7
 Fax: 705-946-8533

Please contact Rhonda at 705-946-8530 or by email at rbateman@ssmrca.ca if you have any questions or you would like us to meet with your municipal staff and/or council to discuss the Draft Proposed Assessment Report or Drinking Water Source Protection in general.

Thank you for your ongoing cooperation and assistance with drinking water source protection. We look forward to working with your municipality in the next stage of the process.

Sincerely,



Subhash Verma, P. Eng.
 Chair,
 SPC



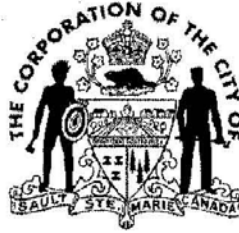
Rhonda Bateman,
 Drinking Water Source Protection
 Project Coordinator, SSMRCA

c.c. Linda Whalen, General Manager SSMRCA
Ken Lamming, Chair SSMRCA
Jerry Dolcetti, Commissioner of Engineering & Planning

Attachment: "Draft Proposed Assessment Report – Sault Ste. Marie Region
Source Protection Area"

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR
File No. L-335



5(j)
**LEGAL
DEPARTMENT**

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2010 03 22

SUBJECT: LICENCE OF OCCUPATION – ALGONQUIN HOTEL – OUTDOOR
PATIO ON PORTION OF PIM STREET BOULEVARD

1. **PURPOSE**

The purpose of this report is to seek Council's approval to enter into a Licence of Occupation agreement with the owner of the Algonquin Hotel for the use of a portion of the Pim Street boulevard abutting the Algonquin Hotel at 864 Queen Street East.

2. **BACKGROUND**

The owner of the Algonquin Hotel wishes to open an outside patio in conjunction with his business at 864 Queen Street East. In order to do so it will be necessary to utilize that portion of the Pim Street boulevard between the sidewalk and the building. There is a clause in the licence providing for the agreement's cancellation should the City receive noise complaints. The patio will be located 2' back from the sidewalk in order to accommodate snow removal.

3. **ATTACHMENTS**

Plans prepared by STEM Engineering showing the construction type of the patio are attached.

4. **RECOMMENDATION**

The Licence of Occupation, which is attached to and forms part of By-law 2010-68, appears elsewhere on your agenda and is recommended for approval.

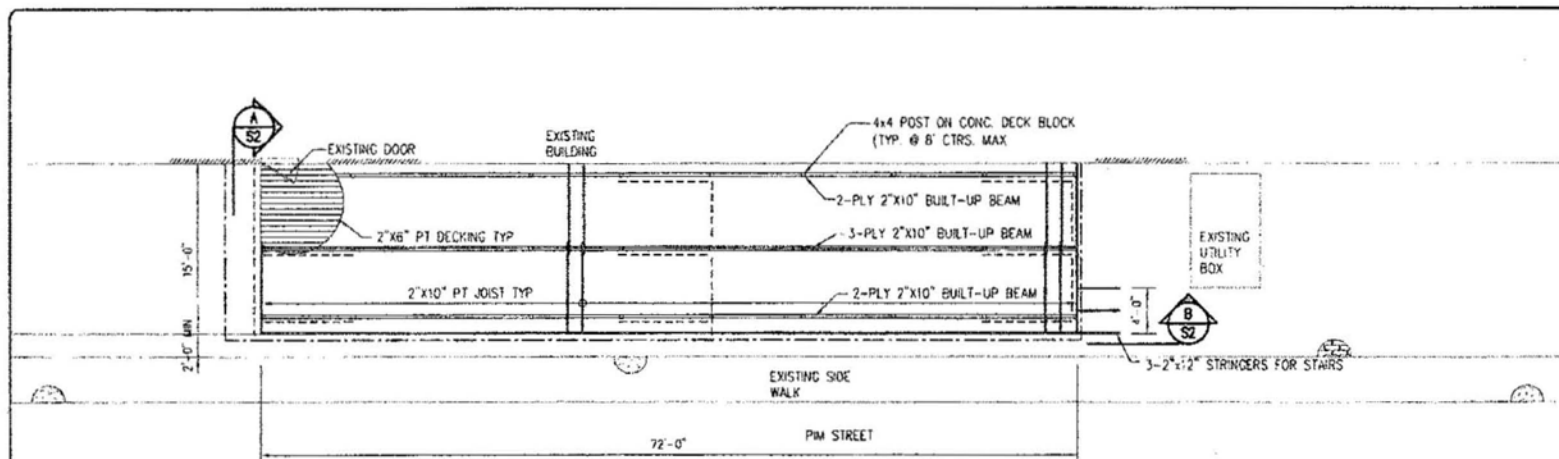
Yours truly,

L. A. Bottos
City Solicitor
/sd

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

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(j)

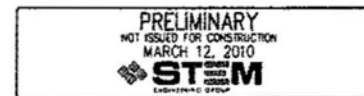


PLAN

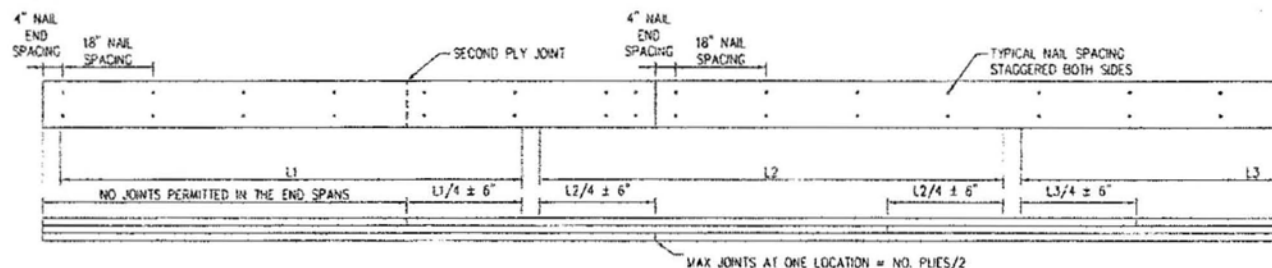
SCALE 1/32"=1'-0"

GENERAL NOTES:

- --- CROSS BRACING
- --- RAILING
- NAILS AND BOLTS TO BE HDG.
- SCREWS TO BE #9 CERAMIC COATED
- ALL LUMBER TO BE PRESSURE TREATED SPF #1 AND #2
- END CUTS TO COATED WITH PRESERVATIVE



MINIMUM NAIL PENETRATION IN
SECOND MEMBER = 8 TIMES NAIL
DIAMETER



JOINT AND NAIL LOCATION IN BUILT-UP BEAMS

DETAIL

SCALE N.T.S.



STM
ENGINEERING GROUP

REVISIONS:		
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	12 MAR 10

SEAL:

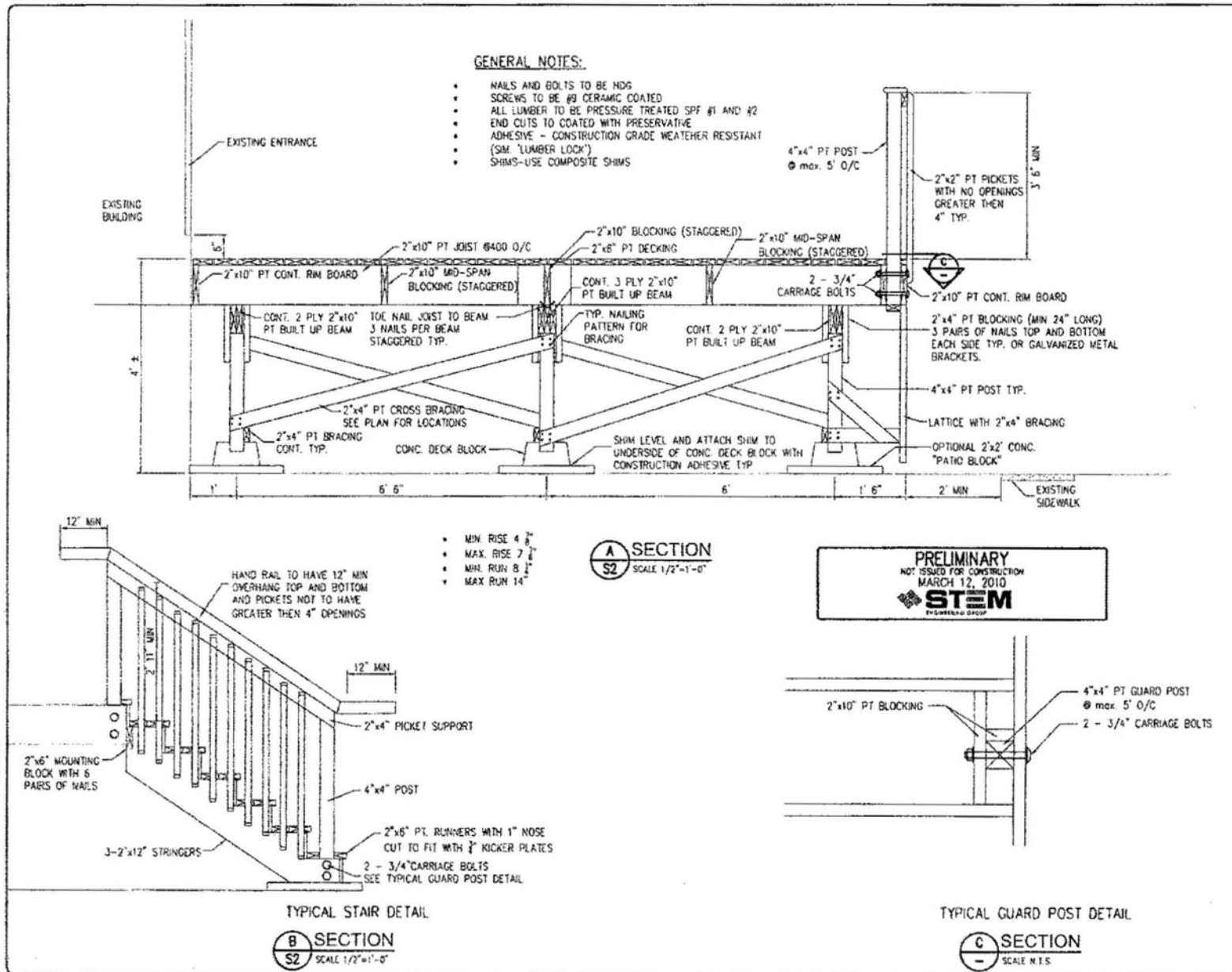
CLIENT:
ALGONQUIN HOTEL

PROJECT:
ROCK STAR BAR - PATIO

DRAWING:
PLAN & DETAILS

SCALE:	AS NOTED
PLOT SCALE:	1:1
STEM PROJ. NO:	10023
CAD FILE:	
FORMAT SIZE:	11"x17"
DRAWN:	RHM
DESIGNED:	RHM
CHECKED:	MPC
DATE:	MARCH 12, 2010
DRAWING:	
1 of 2	S1

5(j)



STEM
ENGINEERING GROUP

REVISIONS:		
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	12 MAR 10

SEAL:

CLIENT:
ALGONQUIN HOTEL

PROJECT:
ROCK STAR BAR - PATIO

DRAWING:

SCALE:	AS NOTED
PLOT SCALE:	1:1
STEM PROJ. NO:	10023
CAD FILE:	
FORMAT SIZE:	11"x17"
DRAWN:	RHM
DESIGNED:	MPC
CHECKED:	
DATE:	MARCH 12, 2010
DRAWING:	2 of 2
	S2

5(K)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. P.4.5.357

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2010 03 22

SUBJECT: **THIRD LINE RECONSTRUCTION**

1. PURPOSE

The purpose of this report is to seek Council's approval to acquire various parcels of land for the widening and reconstruction of a portion of Third Line lying east and west of Great Northern Road.

2. BACKGROUND

City Council has previously approved the Third Line widening and reconstruction project. Appraisals have been obtained and prices negotiated as follows:

750 Great Northern Road	Sault Area Hospital	\$ 5,899.00
733 Third Line East	F. J. Davey Home	\$ 44,795.00
721 Third Line East	Meadowview Non-Profit Housing Corp.	\$ 35,136.00
851 Great Northern Road	Tees Brae Investments Inc.	\$ 10,959.00
605 Third Line East	11878939 Ontario Limited	\$ 1,500.00
595 Third Line East	Leni Scholz	\$ 5,000.00
500 Industrial Park Crescent	Wendyl & Francis Cameron	\$ 10,00.00
572 Third Line East	Peter & Janet Luczinski	\$ 2,500.00
495 Industrial Court 'C'	430425 Ontario Inc.	\$ 13,829.00
430 Third Line East	Great Lakes Power	\$ 4,270.00
416 Third Line East	Nick Svazich	\$ 1,010.00

5(k)

3. **RECOMMENDATION**

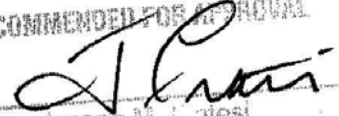
A by-law authorizing the Mayor and Clerk to execute the various documents required to complete the transactions appears elsewhere on your agenda and is recommended for approval.

Yours truly,



L. A. Bottos
City Solicitor
/sd

RECOMMENDED FOR APPROVAL



Joseph M. Piresi
Chief Administrative Officer

5 10
for

5(1)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. B.1.3

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 03 22

**RE: REQUEST FOR PERMISSION TO ACCESS PROPERTY
AT 104 EDMONDS AVENUE**

Attached is a letter to the Legal Department from Ms. Brenda Wright. Ms. Wright is requesting access to 104 Edmonds Avenue in order to complete a renovation of insulation and siding. Ms. Wright indicates that the work will take approximately two days. The by-law allows three days in case of rain.

Also attached, please find a copy of my letter to Mrs. Plewes who lives at 104 Edmonds Avenue which was also sent to Ms. Wright. You will note that both parties have been invited to come to Council and make presentations this evening. If Council is inclined to pass the by-law requested by Ms. Wright, a by-law appears elsewhere on your agenda.

RECOMMENDATION

By-law 2010-62 appears on your agenda and is recommended for Council's approval.

Respectfully submitted,

Lorie Bottos
City Solicitor

LAB/dh

Attachments

Council Reports\2010\Wright access request - March 22

RECOMMENDED FOR APPROVAL

Joseph M. Pateal
Chief Administrative Officer

5(1)

Brenda Wright
100 Edmonds Ave.
Sault Ste. Marie, Ontario P6B 3E2
705-945-0148
February 8, 2010

City of Sault Ste. Marie, Legal Department
City of Sault Ste. Marie, City Council
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

FEB 19 2010

LEGAL DEPARTMENT

Re: Accessing Neighbors Property for Renovation

To Whom It May Concern:

Please find this letter a request to The City of Sault Ste. Marie City Council to pass a by-law authorizing R. M. Frolic Roofing Systems & Renovations Inc. to erect scaffolding on the driveway only of my neighboring property to the north in order to complete a renovation of insulation and siding.

As R. M. Frolic Roofing and I have attempted to request access with no success, I resort to asking you grant this request. The property is owned by Mrs. June Plewes at 104 Edmonds Avenue, Sault Ste. Marie, Ontario P6B 3E2. The job is not large and should only take 2 days at the end of April 2010. As Mrs. Plewes does not drive, this should not inconvenience her.

This is the final phase of my renovations to be inspected by Can-Spec Inspection Services to qualify for a rebate. They will not offer the rebate if the work is not complete. As this is the north side of the house, it is the most important side as it is cold in my son's room.

As I believe there has been a boundary issue with Mrs. Plewes, I recently had a survey completed and staked by D. S Urso Surveying Ltd. that indicates she encroaches upon my property however this is not an issue for me. Please find enclosed a copy of the survey. I only wish to complete my renovations and close my contract with Frolics Roofing who I owe money to for the completion.

I have attached photos of her property as of fall 2009 before the snow fell. Please note that her driveway is in need of repairs and I will not be responsible for those repairs. I will accept responsibility and provide a financial guarantee upon inspection of a third party. R. M. Frolic's Roofing has made an offer to repair her garage roof for cost in order to use her driveway and she has declined. I have also included her son's contact information.

Sincerely,

Brenda Wright

Cc: Jim Plewes, JCP Construction Company Ltd.
3293 Folkway Drive
Mississauga, Ontario L5L 2E1
Cc: R.M. Frolic Roofing Systems and Renovations Inc c/o Adam Frolic
1413 Leigh's Bay Road
Sault Ste. Marie, Ontario P6A 6K4

RECEIVED
CITY CLERK

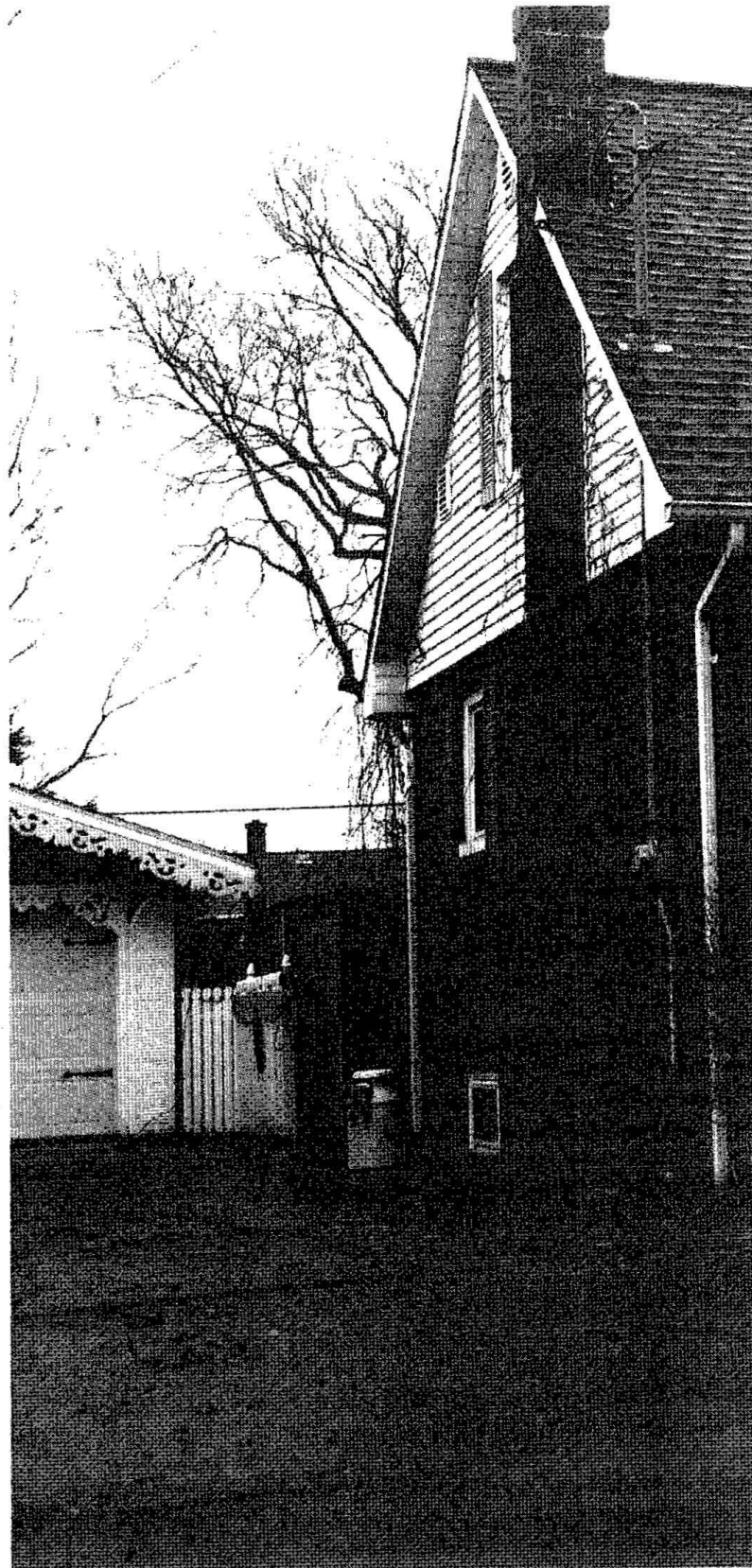
FEB 17 2010

NO.:

51595

DIST.:

Legal



North Side Upper to be insulated and sided.
Please note condition of driveway.

EDMONDS AVENUE (P)
PIN 31533-0003

REFERENCE BEARING
N0°00'00"E

LOT 28

LOT 28 REGISTERED
PIN 31533-0021

ASSOCIATION OF ONTARIO
LAND SURVEYORS
PLAN SUBMISSION FORM
1754202

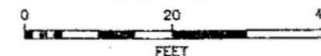


THIS PLAN IS NOT VALID
UNLESS IT IS AN EMBOSSED
ORIGINAL COPY
ISSUED BY THE SURVEYOR
In accordance with
Regulation 1028, Section 29(3).

IMPERIAL

DISTANCES SHOWN ON THIS PLAN ARE IN
FEET AND CAN BE CONVERTED TO METRES
BY MULTIPLYING BY 0.3048

PLAN OF SURVEY OF
LOT 27
REGISTERED PLAN H-402
IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA
SCALE: 1 INCH = 20 FEET



D. S. Urso Surveying Ltd.

PLAN

LOT 18

H-402

LOT 18
PIN 31533-0014

LOT 27
PIN 31533-0020

LOT 20

LOT 26
PIN 31533-0019

LOT 25

LOT 24

CUNNINGHAM ROAD (P)

LEGEND

- DENOTES FOUND MONUMENT
- DENOTES PLANTED MONUMENT
- IB DENOTES IRON BAR
- SB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- M DENOTES MEASURED
- W DENOTES REGISTERED PLAN H-402
- S DENOTES SET
- PR DENOTES PROPORTION
- OU DENOTES ORIGIN UNKNOWN
- EFLC DENOTES E.F.L. COLE, O.L.S.
- CRK DENOTES C.R. KENNY, O.L.S.
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER

BEARING NOTE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE
EASTERLY LIMIT OF EDMONDS AVENUE AS SHOWN ON
PLAN H-402 HAVING A BEARING OF NORTH.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON OCTOBER 10th, 2009.

November 23rd, 2009
SAULT STE. MARIE, ONT.

D. S. URSO
ONTARIO LAND SURVEYOR

D. S. Urso Surveying Ltd.
Ontario Land Surveyors • Canada Land Surveyors
Planning Consultants

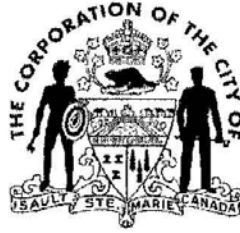
105 BRUCE ST. TEL: (705) 254-7851
SAULT STE. MARIE ONT, P6A 2X6 FAX: (705) 254-5571

CLIENT: WRIGHT
DRAWN BY: KF
CHECKED BY: DSU
FIELD: S.R./A.B.
FILE: U-10172

511

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. B.1.3

2010 03 04

Mrs. June Plewes
104 Edmonds Avenue
Sault Ste. Marie ON P6B 3E2

COPY

Dear Mrs. Plewes:

**Re: Accessing Your Property for Your Neighbour
to do Renovations to Her Property**

You and I spoke on the morning of March 3rd. At that time I tried to explain to you that the City has received a request from Brenda Wright at 100 Edmonds Avenue for permission to go onto your property for two days at the end of April to complete the renovation work on her property. I am attaching a copy of Ms. Wright's letter to the Legal Department dated February 8, 2010.

During our conversation you were adamant that you did not want the approval given for your neighbour to go onto your property. As I tried to point out to you during our conversation, City Council can pass a by-law to allow your neighbour to go onto your property. In case you wish to discuss this matter with your son, you can refer him to section 132 of the Municipal Act as the authority for Council passing such a by-law.

If Council passes such a by-law, Council can impose conditions such as the length of time your neighbour's contractor can be on your property and that your property must be restored to its original condition. Those are examples of two conditions that Council can impose.

Unless you can come to some arrangement with your neighbour prior to March 22, 2010, this matter will appear on the March 22nd Council agenda. At that meeting there will be a by-law authorizing your neighbour to go onto your property. You are welcome to attend that Council meeting. The meeting starts at 4:30 p.m.

5(1)

If you or your son wish to discuss this matter with me, please give me a call at 759-5403.

Yours truly,

Lorie A. Bottos
City Solicitor

LAB/dh

Enclosure

cc: Ms. Brenda Wright (without enclosure)
Mr. Malcolm White, City Clerk

Jerry D. Dolcetti, RPP
Commissioner

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



5(m)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 03 22

Mayor John Rowswell
Members of City Council

File: B-00-01

Re: Lighting Requests

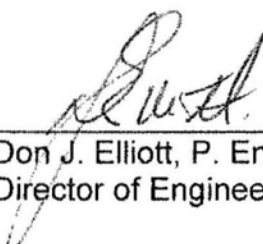
At the December 7, 2009 meeting, Council approved two resolutions involving requests for streetlights. The first resolution involved the extreme east end of Mark Street near the new university driveway and the second involved the laneway behind businesses and residences on the north side of Queen Street between Pim and Church Streets.

These requests were referred to the PUC in the normal fashion for review. The PUC indicates that the estimated cost to provide these additional streetlights is approximately \$3,000. This project can be accommodated in our current 2010 budget for Minor Additions and Improvements under our annual arrangement with the PUC for streetlights. The PUC will complete the work during the 2010 construction season.

This report is for the information of Council.

Respectfully submitted,

Recommended for approval,


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


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

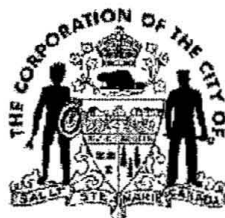
/bb

RECOMMENDED FOR APPROVAL

Joseph M. Fratosi
Chief Administrative Officer

5(n)

Mike Blanchard
Manager of
Buildings & Equipment



Public Works &
Transportation department

2010 03 22

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

Re: Tender for the Lease of Two (2) Municipal Style Graders and Four (4) Front End Loaders in time for Winter Operations 2010/2011

For your information and consideration is a request to go to tender for the *supply and lease* of Two (2) Municipal Style Graders and Four (4) Front End Loaders to maintain the size of the Public Works Fleet in time for Winter Operations 2010/2011.

The 5 year term of Two (2) Graders is due April 15, 2010. Graders are required by the Public Works & Transportation Department during Winter Operations to perform road snow clearing and ice cutting operations throughout the City. Renewal of this lease will be for a five year term from October 15th to April 15th every year of this term.

The 5 year term of Four (4) Front End Loaders is due April 15, 2010. Front End Loaders are required by the Public Works & Transportation Department during Winter Operations to perform lane and parking lot snow removal, catch-basin clearing, and Transit Bus Stop snow removal. Renewal of this lease will be for a five year term from November 15th to April 15th every year of this term.

The use of short term leasing of specific heavy equipment at Public Works eliminates storage costs, regular maintenance costs, and incurred costs due to major repairs of sophisticated machinery which is covered by the supplier by the lease agreement. Leasing also lessens the demand on Equipment Maintenance staff and limited maintenance shop space due to aging infrastructure that can not handle the size of these machines. Leasing offers the advantage of freeing Equipment Capital that then can be used to replace aging Corporate Fleet Assets with ergonomic and environmentally friendly equipment. Due to recent changes in the economy, it is necessary to complete tendering now due to lack of supplier inventory and lengthy supplier lead times.

The tender shall be publicly advertised, and tender documents shall be forwarded to all firms on our bidders list. Funding for these Machines shall come from 2010/2011 Public Works Winter Control Budgets.

RECOMMENDATION

It is therefore my recommendation that Council approve this request to go to tender for the supply of Two (2) Leased Municipal Style Graders and Four (4) Leased Front End Loaders to maintain the size of the Public Works Fleet in time for Winter Operations 2010/2011.

This report is submitted for Council's approval.

Respectfully submitted,



Michael Blanchard
Manager of Equipment and
Building Maintenance

Recommended for approval,



James M. Elliott, PEng
Commissioner of Public Works
and Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-65

AGREEMENTS: (P.3.1) A by-law to authorize an agreement with the City, the Province and the Sault Ste. Marie Police Services Board to renew the Safer Communities – 1,000 Officers Partnership Program effective April 1, 2010 to March 31, 2012.

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 22nd day of March, 2010, between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Safer Communities – 1,000 Officers Partnership Program effective April 1, 2010 to March 31, 2010.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

on/Bylaws/2010-65/PoliceServiceGeneral/agrt-P.3.1.

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

SCHEDULE "A"

THIS AGREEMENT made as of the 22nd day of March, 2010.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and Correctional Services

(the "Ministry")

- and -

City of Sault Ste. Marie

(the "Municipality")

- and -

Sault Ste. Marie Police Services Board

(the "Board")

WHEREAS the Ministry has established the **Safer Communities – 1,000 Officers Partnership Program** (the "Program") as part of the government's commitment to make Ontario communities safer and stronger.

AND WHEREAS the objective of the program is to hire 1,000 New Police Officers across the province of Ontario from October 23, 2003, the beginning of the Ontario Government's mandate, to enhance community policing and the six-targeted areas identified by the government in its fight against crime in Ontario: youth crime, guns and gangs, organized crime and marijuana grow ops, dangerous offenders, domestic violence, and protecting children from Internet luring and child pornography;

AND WHEREAS the 1,000 New Police Officers will contribute to government's efforts to address justice efficiency issues, which could lead to efficiencies in the court system;

AND WHEREAS the Ministry wishes to continue to fund the Board by granting funds to the Municipality for the purpose of maintaining the increased number of sworn officers of the **Sault Ste. Marie Police Service** for enhanced police visibility;

NOW THEREFORE, in consideration of the mutual covenants and Agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1 In this Agreement the following words shall have the following meanings:

- (a) **"Agreement"** means this Agreement entered into between the Ministry and the Municipality and the Board and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **"Community Policing and/or Targeted Area Activities"** means the policing activities described in Schedule "B";
- (c) **"Fiscal Year"** means from April 1st in the year the Grant Funds were provided and until the following March 31st;
- (d) **"Grant Fund(s)(ing)"** means the grant funds provided to the Municipality by the Ministry pursuant to this Agreement;
- (e) **"Recipient"** means the City of Sault Ste. Marie or the Sault Ste. Marie Police Services Board;

2.0 Term of the Agreement

2.1 The Agreement shall commence on **April 1, 2010** and shall expire on **March 31, 2012** unless terminated earlier pursuant to either section 16.1 or 17.1 of this Agreement.

3.0 Grant Funding

- 3.1 In accordance with Schedule "A", the Ministry shall cost-share approximately 100% up to a cap of \$70,000.00 per officer per annum to the Municipality to provide to the Board so that the Board can employ new officers in full-time Community Policing and/or Targeted Area Activities.
- 3.2 The Ministry shall disburse the Grant Funds according to the schedule provided in Schedule "A".
- 3.3 Despite sections 3.1 and 3.2, the Ministry, in its sole discretion, may adjust the amount of Grant Funding to be provided to the Municipality for the Board in any Fiscal Year during which the Agreement is in effect, based upon the Ministry's assessment of documentation provided to the Ministry pursuant to section 7.1 of this Agreement.
- 3.4 Despite sections 3.1 and 3.2, the Ministry shall not provide any Grant Funds to the Municipality for the Board until the insurance requirements described in section 11.0 have been met and the Municipal Council has provided a municipal by-law or resolution authorizing the Municipality to enter into this Agreement with the Ministry.

4.0 Municipality and Board Warrant

- 4.1 The Municipality and the Board warrant that they shall carry out the Program in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Program.

5.0 Further Conditions

- 5.1 The Ministry, acting reasonably, shall be entitled, at any time, to impose such additional terms or conditions on the use of the Grant Funds which it, in its sole discretion, considers appropriate for the proper expenditure and management of the Grant Funds and the carrying out and completion of the Program and shall be entitled to impose such terms and conditions on any consent granted pursuant to this Agreement.

6.0 Further Grants

- 6.1 It is agreed and understood that the provision of the Grant Funds in no way commits the Ministry to provide other or additional grants to the Municipality or the Board now or in the future.

7.0 Accounting and Review

- 7.1 The Municipality and Board:

- (a) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Grant Funding in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination of this Agreement;
- (b) shall maintain all non-financial documents and records relating to the Grant Funding in a confidential manner consistent with all applicable laws; and
- (c) hereby authorize an employee, agent or consultant of the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the business premises of the Municipality and the Board to review the status and manner of operation of the Program and to inspect and copy any financial records, invoices and other financially-related documents, non-financial records and documents, in the possession or under the control of the Municipality or the Board which relate to the Grant Funds.

- 7.2 The Ministry's right of inspection in this Agreement includes the right to perform a full or partial audit.
- 7.3 To assist the Ministry in the task described in this section, the Municipality and the Board shall provide any other information to the Ministry reasonably requested by the Ministry.
- 7.4 The purposes for which the Ministry may exercise its right under this section include:

- (a) determining for what items and purposes the Municipality and the Board expended the Grant Funds;
- (b) determining whether, and to what extent, the Municipality and the Board expended the Grant Funds with due regard to economy and efficiency; and
- (c) determining whether the Municipality and the Board completed the Program effectively and in accordance with the terms of this Agreement.

8.0 Conflict of Interest

- 8.1 The Recipient shall ensure that the Program is carried out in all its aspects without a conflict of interest by any person associated with the Program in whatever capacity.
- 8.2 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

9.0 Limitation of Liability

- 9.1 The Ministry, its officers, employees and agents shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Municipality or the Board arising out of or in any way related to the Program or this Agreement.

10.0 Indemnity

- 10.1 The Municipality and the Board shall indemnify the Ministry, its officers, employees and agents from and against all costs incurred as a result of a claim or proceeding related to the Municipality's or the Board's activities under the Program, unless it was caused by the negligence or wilful act of an officer, employee, or agent of the Ministry.

11.0 Insurance

- 11.1 Prior to the beginning of the Program, the Municipality and the Board shall put in effect and maintain for the period during which the Agreement is in effect, at their own expense, with insurers acceptable to the Ministry, Commercial General Liability Insurance to an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for property damage, third party bodily injury and personal injury, and including, at least, the following policy endorsements:
 - (a) Her Majesty the Queen in right of Ontario as represented by the Minister as an additional insured;
 - (b) Contractual Liability;
 - (c) Products and Completed Operations Liability;
 - (d) Employer's Liability and Voluntary Compensation or WSIB coverage, as applicable;

- (e) Non-Owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles; and
- (f) A thirty (30) day written notice of cancellation.

11.2 Prior to the beginning of the Program, the Municipality and Board shall provide the Ministry with a valid Certificate of Insurance (and thereafter, shall provide any replacements thereof) that confirms the above requirements. The Municipality and the Board shall provide the Ministry with any renewal replacement certificates as may be necessary.

12.0 Credit

12.1 The Municipality and the Board shall acknowledge the support of the Ministry in all public communications and publicity relating to the Program or this Agreement including press releases, published reports, radio and television programs and public meetings, in a format approved by the Ministry.

12.2 The Municipality and the Board shall ensure the acknowledgement in any report or materials indicate that the views expressed in the report or materials are the views of the Municipality and the Board and do not necessarily reflect those of the Ministry.

13.0 Reports

13.1 The Municipality and the Board shall prepare and deliver:

- (a) In the form identified in Schedule "A", the reports described in Schedule "A";
- (b) Such other reports as the Ministry may reasonably require from time to time; and
- (c) A final audited financial statement to the Ministry, within the time period stipulated by the Ministry.

13.2 The Municipality and the Board shall each ensure that all reports on behalf of the Municipality or the Board are signed by an authorized signatory, as applicable.

14.0 Inspection

14.1 The Ministry reserves the right to inspect any aspect of the Community Policing and/or Targeted Area Activities being carried out under the Program at any time.

15.0 Assignment

15.1 Neither the Municipality nor the Board shall assign this Agreement or the Grant Funds, or any part thereof, without the prior written approval of the Ministry, which approval may be withheld by the Ministry in its sole discretion or given subject to such terms and conditions as the Ministry may impose.

16.0 Termination by Ministry for Convenience

- 16.1 The Ministry may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days notice to the Municipality and the Board.
- 16.2 Where notice to terminate is given under this section, the Ministry may, in its sole discretion, assess the state of the Program and allow the Municipality and the Board to wind down the Community Policing and/or Targeted Area Activities by the end of the notice period.

17.0 Termination by the Ministry

- 17.1 The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement immediately upon giving notice to the Municipality and the Board if:

- (a) in the opinion of the Ministry:
 - i) the Municipality or the Board has knowingly provided false or misleading information regarding their funding request or in any other communication with the Ministry;
 - ii) the Municipality or the Board breaches any term or condition of this Agreement;
 - iii) the Municipality or the Board is unable to carry out Community Policing and/or Targeted Area Activities or is likely to discontinue it;
- (b) the Municipality or the Board makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- or
- (c) the Municipality or the Board ceases to operate.

- 17.2 If the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Municipality or the Board the opportunity to remedy the breach, the Ministry will give the Municipality or the Board, as circumstances dictate, an opportunity to remedy the breach by giving the Municipality and the Board written notice:

- (a) of the particulars of the breach;
- (b) of the period of time within which the Municipality or the Board, as circumstances dictate, is required to remedy the breach;
- (c) that the Ministry shall terminate this Agreement:

- i) at the end of the notice period provided for in the notice if the Municipality or the Board fails to remedy the breach within the time specified in the notice; or
- ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Municipality or the Board cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Municipality or the Board are not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

17.3 If the Ministry has provided the Municipality and the Board with an opportunity to remedy the breach, and

- (a) the Municipality or the Board does not remedy the breach within the time period specified in the notice; or
- (b) it becomes apparent to the Ministry, acting reasonably, that the Municipality or the Board cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the Municipality or the Board is not proceeding to remedy the breach in a way that is satisfactory to the Ministry, acting reasonably;

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Municipality and the Board.

17.4 In the event of termination pursuant to this section the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

18.0 Grant Funding Upon Termination

18.1 If this Agreement is terminated by the Ministry pursuant to section 16.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;
- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board that are not required by the Municipality and the Board to pay the costs of winding down the Community Policing and/or Targeted Area Activities as determined by the Ministry pursuant to section 16.2.

18.2 If this Agreement is terminated by the Ministry pursuant to section 17.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;

- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board.

- 18.3 If this Agreement is terminated by the Ministry because the Municipality and the Board use the Grant Funds for purposes not agreed upon by the Ministry, the Ministry may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Municipality and the Board the payment of funds equal to those improperly used by the Municipality or the Board.
- 18.4 If the Ministry demands the repayment of any part of the Grant Funds pursuant to this Agreement the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Municipality and the Board shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.
- 18.5 The Ministry reserves the right to demand interest on any amount owing by the Municipality or the Board at the then current rate charged by the Province of Ontario on accounts receivable.
- 18.6 The Municipality and the Board shall repay the amount demanded by cheque payable to the "Minister of Finance" and mailed to the Ministry to the attention of the Ministry Representative as provided for in section 21.
- 19.0 Grant Funding at end of Fiscal Year or on Expiry of Agreement**
- 19.1 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board by the end of any Fiscal Year during the term of this Agreement shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.
- 19.2 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board at the time the Agreement is terminated shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.
- 19.3 At the end of any Fiscal Year during the term of this Agreement or upon the expiry of the Agreement, the Municipality and the Board shall, upon the demand of the Ministry, repay to the Ministry an amount equal to any part of the Grant Funds used by the Municipality and the Board for purposes not identified in this Agreement. This amount shall be a debt due and owing to the Ministry and the Ministry's right to demand payment of this money is in addition to the rights conferred upon it under this Agreement or in law or in equity.
- 20.0 Counterparts**
- 20.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.0 Notices

- 21.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepared with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing. All notices shall be addressed as follows:

To the Ministry:

Ministry of Community Safety and
Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

Attention: Oscar Mosquera, Manager
Program Development Section
External Relations Branch
Public Safety Division

Fax: (416) 314-3092
Telephone: (416) 314-3074

To the Municipality:

City of Sault Ste Marie
99 Foster Drive, P.O. Box 580
Sault Ste Marie ON P6A 5X6

Attention:
Mayor John Rowsell
His Worship

Fax: 705-541-7171
Telephone: 705-759-5344

To the Board:

Sault Ste Marie Police Services Board
580 Second Line East
Sault Ste Marie ON P6B 4K1

Attention:
Judge James Greco
Chair

Telephone/Fax: 705-949-0448

- 21.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by facsimile; and
- (b) seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.

22.0 Confidentiality

- 22.1 Subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act* and the *Municipal Freedom of Information and Protection of Privacy Act*, the Municipality and the Board shall not disclose or publish at any time, any of the information provided to them by the Ministry pursuant to this Agreement or any of the information obtained or discovered in the course of the performance of the Municipality's and the Board's duties and obligations under this Agreement ("Ministry Information") without the prior written consent of the Ministry Representative.
- 22.2 All information the Municipality and the Board are required to provide to the Ministry under this Agreement is deemed to be the property of the Ministry and as such is to remain confidential. A breach of this provision could result in the immediate termination of this Agreement.

23.0 Severability of Provisions

- 23.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

24.0 Waiver

- 24.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Municipality and the Board or by the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

25.0 Independent Parties

- 25.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. In respect to this Agreement and the Program, no representations shall be made or acts taken by any party which could establish or imply any apparent relationship of recipient, joint venture, partnership or employment and no party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other parties to any other person nor with respect to any other action of any other party.

26.0 Assignment of Agreement or Grant Funds

- 26.1 The Recipient shall not assign this Agreement or the Grant Funds or any part thereof without the prior written consent of the Ministry.

27.0 Governing Law

- 27.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

28.0 Further Assurances

- 28.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

29.0 Circumstances Beyond the Control of Either Party

- 29.1 No party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the party including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

30.0 Survival

- 30.1 The provisions in articles 7.0 (Accounting), 9.0 (Limitation of Liability), 10.0 (Indemnity), 12.0 (Credit), 14.0 (Inspection), 18.0 (Grant Funding upon Termination) and 19.0 (Grant Funding at end of Fiscal Year or on Expiry of Agreement) shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement. The provisions in article 22.0 (Confidentiality) shall survive the termination or expiry of this Agreement.

31.0 Schedules

- 31.1 The following are the schedules attached to and forming part of this Agreement:

- (a) Schedule "A" (Funding Payment Schedule)
- (b) Schedule "B" (Grant Application)
- (c) Schedule "C" (Biannual/Annual Reporting Forms (Interim and Final) re: Community Policing and/or Targeted Area Activities)

32.0 Entire Agreement

- 32.1 This Agreement together with the attached schedules listed in section 31.1 of this Agreement constitutes the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior oral or written representations and Agreements.
- 32.2 This Agreement may only be modified by a written Agreement duly executed by the parties.

10(a)

- 12 -

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the Minister
of Community Safety and Correctional Services**

per:

Date

Authorized Signatory for the Ministry
Stephen Waldie, Director
External Relations Branch
Public Safety Division

City of Sault Ste Marie

per:

Date

Authorized Signatory for the Municipality
Name: Mayor John Rowsell
Position: His Worship

Witness

Print Witness Name

Sault Ste Marie Police Services Board

per:

Date

Authorized Signatory for the Board
Name: Judge James Greco
Position: Chair

Witness

Print Witness Name

Schedule "A"

Attached to and forming part of the Agreement between the **Ministry of Community Safety and Correctional Services** and **City of Sault Ste. Marie** and **Sault Ste. Marie Police Services Board** dated the ____ day of _____, 2010.

Allocation

1. The Ministry agrees to cost-share 8 police officer(s) of which 8 has been allocated to community policing and 0 to the targeted areas/court efficiencies as follows.

A	B	C	D
Category	Total Allocation (C + D)	Hires Between October 23, 2003 & March 31, 2006	Hires from April 1, 2006 to October 2007
Community Policing	8	1	7
Targeted Areas:			
Youth Crime	0	0	0
Guns and Gangs	0	0	0
Organized Crime (marijuana grow ops.)	0	0	0
Dangerous Offenders	0	0	0
Domestic Violence	0	0	0
Protecting Children from Internet Luring and Child Pornography	0	0	0
Court Efficiencies	0	0	0
Total	8	1	7

2. The Ministry will provide the Grant in accordance with the Program, under the terms of which the Board and Municipality will carry out Community Policing and/or Targeted Area Activities as outlined in the grant application, attached as Schedule "B".
3. The Grant shall be used by the Board and the Municipality solely for the purposes of enhancing the service's Community Policing and Targeted Area(s) capacity as well as contributing to court efficiencies, as applicable, and for no other purposes. The Grant shall not be used for purposes related to maintaining the existing **complement of police officers, as defined by the October 23, 2003 Benchmark complement, self-declared to the Ministry in the grant application, attached as Schedule "B", due to the assignment of police officers to non-Community Policing and non-Targeted Area Activities.**
4. If the Board and the Municipality is a participant in the existing Community Policing Partnerships (CPP) Program, the Municipality and the Board has a legal obligation to maintain the complement numbers for which they have already been funded and for which they continue to receive Ministry funding.

October 23, 2003 Benchmark

5. The Program will increase the actual total number of sworn officers above the October 23, 2003 figures self-declared to the Ministry. The purpose of this benchmark is to ensure that the Ministry is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Program will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

Use of the Grant Funds

6. The Grant shall be used to cost-share the costs of salaries, overtime and payroll benefits to approximately 100% up to a cap of \$70,000.00 per officer per annum for officers hired under the Program and engaged in full time Community Policing and/or Targeted Area Activities. The Ministry's share of overtime will be 50% to a maximum of \$5,000.00.

Reporting Requirements

7. In order to receive the first cost-shared payment each fiscal year, to cover the officer(s) salary-related costs incurred from April 1st to September 30th, the Board and the Municipality shall, by October 15th of each Fiscal Year that the Agreement is in effect, submit an Interim Report, in the form provided in Schedule "C". The Interim Report shall include the following information:
 - (a) the name(s) of the police officer(s) hired under the Program, the date hired, salary paid to date and salary requested (approximately insert %);
 - (b) confirmation that the police officer(s) in the targeted area(s) has received specialized or adequate training, as applicable;
 - (c) the number of sworn officers as of September 30th of each year and the number of sworn officers self-declared as of October 23, 2003 to the Ministry as well as the number of sworn officers submitted as of June 15, 2004 to Statistics Canada;
 - (d) confirmation of Community Policing and Targeted Area Activities undertaken by the police officer(s) under the Program, as applicable; and
 - (e) contribution to justice sector efficiencies, specifically efficiencies affecting the court system, as applicable.
8. In order to receive the final cost-shared payment each fiscal year, to cover the officer(s) salary-related costs incurred from October 1st to March 31st, the Board and the Municipality shall, by March 15th of each Fiscal Year that the Agreement is in effect, submit an Annual Report, in the form provided in Schedule "C". The Annual Report shall include the following information:
 - (a) the name(s) of the police officer(s) hired under the Program, the date hired, salary paid to date, salary requested (approximately insert %), overtime (actual) and overtime requested (50%) and total number of officers funded by the Program;
 - (b) confirmation that the police officer(s) in the targeted area(s) has received specialized or adequate training, as applicable;

- (c) the name(s) of existing police officer(s), overtime rate, total overtime hours (actual), overtime requested (50%);
- (d) the number of sworn officers as of March 15th and the number of sworn officers self-declared as of October 23, 2003 to the Ministry as well as the number of sworn officers submitted as of June 15, 2004 to Statistics Canada;
- (e) confirmation of Community Policing and Targeted Area Activities undertaken by the police officer(s) under the Program, as applicable; and
- (f) contribution to justice sector efficiencies, specifically efficiencies affecting the court system, as applicable.

Payment Schedule

- 9. The Ministry will reimburse the Board and the Municipality bi-annually subject to the Ministry receiving and approving the interim and annual Program reports. Overtime will be paid annually after the Program's Annual Report, in the form provided in Schedule "C", is received and approved by the Ministry.
- 10. The Board and the Municipality may be required to provide such further or additional information as the Ministry, acting reasonably, deems appropriate in approving the Program's Interim and Annual reports.
- 11. Approval of the Interim and Annual reports is at the sole discretion of the Ministry.

Return of Unused Funds

- 12. The Board and Municipality shall return to the Ministry any balance of the Grant that is not spent in accordance with this Agreement.

Ministry Representative

- 13. The Ministry Representative for the Program is:

Oscar Mosquera, Manager
 Program Development Section
 External Relations Branch
 Public Safety Division
 Ministry of Community Safety and Correctional Services
 25 Grosvenor Street, 12th Floor
 Toronto ON M7A 2H3

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2010-66**

AGREEMENTS: (P.3.1) A by-law to authorize an agreement with the City, the Province and the Sault Ste. Marie Police Services Board to renew the Community Policing Partnerships (CPP) Program effective April 1, 2010 to March 31, 2012.

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 22nd day of March, 2010, between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Community Policing Partnerships (CPP) Program effective April 1, 2010 to March 31, 2012.

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 22nd day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

on/Bylaws/2010-66/PoliceServiceGeneral/agrt-P.3.1.

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

SCHEDULE "A"

THIS AGREEMENT made as of the 22nd day of March, 2010.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and Correctional
Services

(the "Ministry")

- and -

City of Sault Ste. Marie

(the "Municipality")

- and -

Sault Ste. Marie Police Services Board

(the "Board")

WHEREAS in 1998, the Ministry established the **Community Policing Partnerships (CPP) Program (the "Program")** as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

AND WHEREAS the Ministry wishes to continue to fund the Board by granting funds to the Municipality **for the purpose of maintaining the increased number of sworn officers of the Sault Ste. Marie Police Service for enhanced police visibility;**

NOW THEREFORE, in consideration of the mutual covenants and Agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1 In this Agreement the following words shall have the following meanings:

- (a) **"Agreement"** means this Agreement entered into between the Ministry and the Municipality and the Board and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **"CPP Activities"** means the front-line policing activities described in Schedule "B";
- (c) **"Fiscal Year"** means from April 1st in the year the Grant Funds were provided and until the following March 31st;
- (d) **"Grant Fund(s)(ing)"** means the grant funds provided to the Municipality by the Ministry pursuant to this Agreement.

2.0 Term of the Agreement

2.1 The Agreement shall commence on **April 1, 2010** and shall expire on **March 31, 2012** unless terminated earlier pursuant to either section 16.1 or 17.1 of this Agreement.

3.0 Grant Funding

- 3.1 In accordance with Schedule "A", the Ministry shall provide **up to a maximum of \$30,000.00 per officer** to the Municipality to provide to the Board so that the Board can **employ front-line officers in full-time CPP Activities**.
- 3.2 The Ministry shall disburse the Grant Funds according to the schedule provided in Schedule "A".
- 3.3 Despite sections 3.1 and 3.2 the Ministry, in its sole discretion, may adjust the amount of Grant Funding to be provided to the Municipality for the Board in any Fiscal Year during which the Agreement is in effect, based upon the Ministry's assessment of documentation provided to the Ministry pursuant to section 7.1 of this Agreement.
- 3.4 Despite sections 3.1 and 3.2 the Ministry shall not provide any Grant Funds to the Municipality for the Board until the insurance requirements described in section 11.1 have been met and the Municipal Council has provided a municipal by-law or resolution authorizing the Municipality to enter into this Agreement with the Ministry.

4.0 Municipality and Board Warrant

- 4.1 The Municipality and the Board warrant that they shall carry out the Program in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Program.

5.0 Further Conditions

- 5.1 The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the use of the Grant Funds which it, in its sole discretion, considers appropriate for the proper expenditure and management of the Grant Funds and the carrying out and completion of the Program and shall be entitled to impose such terms and conditions on any consent granted pursuant to this Agreement.

6.0 Further Grants

- 6.1 It is agreed and understood that the provision of the Grant Funds in no way commits the Ministry to provide other or additional grants to the Municipality or the Board now or in the future.

7.0 Accounting and Review**7.1 The Municipality and Board:**

- (a) shall conduct themselves in respect to the Program in accordance with all applicable laws;
- (b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Grant Funding in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination of this Agreement;
- (c) shall maintain all non-financial documents and records relating to the Grant Funding in a confidential manner consistent with all applicable laws; and
- (d) hereby authorize the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the business premises of the Municipality and the Board to review the status and manner of operation of the Program and to inspect and copy any financial records, invoices and other financially-related documents, non-financial records and documents, in the possession or under the control of the Municipality or the Board which relate to the Grant Funds.

- 7.2 The Ministry's right of inspection in this Agreement includes the right to perform a full or partial audit.

- 7.3 To assist the Ministry in the task described in this section, the Municipality and the Board shall provide any other information to the Ministry reasonably requested by the Ministry.

7.4 The purposes for which the Ministry may exercise its right under this section include:

- (a) determining for what items and purposes the Municipality and the Board expended the Grant Funds;
- (b) determining whether, and to what extent, the Municipality and the Board expended the Grant Funds with due regard to economy and efficiency; and
- (c) determining whether the Municipality and the Board completed the Program effectively and in accordance with the terms of this agreement.

8.0 Conflict of Interest

8.1 The Recipient shall ensure that the Program is carried out in all its aspects without a conflict of interest by any person associated with the Program in whatever capacity.

8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Program or any member of his or her family is able to benefit financially from his or her involvement in the Program. Nothing in this section shall prevent the Recipient if it so chooses from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Program.

8.3 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

9.0 Limitation of Liability

9.1 The Ministry, its officers, employees and agents shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Municipality or the Board arising out of or in any way related to the Program or this Agreement.

10.0 Indemnity

10.1 The Municipality and the Board shall indemnify the Ministry, its officers, employees and agents from and against all costs incurred as a result of a claim or proceeding related to the Municipality's or the Board's activities under the Program, unless it was caused by the negligence or wilful act of an officer, employee, or agent of the Ministry.

11.0 Insurance

11.1 Prior to the beginning of the program, the Municipality and the Board shall put in effect and maintain for the period during which the Agreement is in effect, at their own expense, with insurers acceptable to the Ministry, Commercial General Liability Insurance to an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for property damage, third party bodily injury and personal injury, and including, at least, the following policy endorsements:

- (a) Her Majesty the Queen in right of Ontario as represented by the Minister as an additional insured;
- (b) Contractual Liability;
- (c) Products and Completed Operations Liability;
- (d) Employer's Liability and Voluntary Compensation or WSIB coverage, as applicable;
- (e) Non-Owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles; and
- (f) A thirty (30) day written notice of cancellation.

11.2 Prior to the beginning of the Program, the Municipality and Board shall provide the Ministry with a valid Certificate of Insurance (and any replacements thereof) that confirms the above requirements. The Municipality and the Board shall provide the Ministry with any renewal replacement certificates as may be necessary.

12.0 Credit

12.1 The Municipality and the Board shall acknowledge the support of the Ministry in all public communications and publicity relating to the Program or this Agreement including press releases, published reports, radio and television programs and public meetings, in a format approved by the Ministry.

12.2 The Municipality and the Board shall ensure the acknowledgement in any report or materials indicate that the views expressed in the report or materials are the views of the Municipality and the Board and do not necessarily reflect those of the Ministry.

13.0 Reports

13.1 The Municipality and the Board shall prepare and deliver, in the form identified in Schedule A, the reports described in Schedule A.

- 13.2 Such other reports as the Ministry may require from time to time; and
- 13.3 A final audited financial statement to the Ministry, within the time period stipulated by the Ministry.
- 13.4 The Municipality and the Board shall each ensure that all reports on behalf of the Municipality or the Board are signed by an authorized signatory, as applicable.

14.0 Inspection

- 14.1 The Ministry reserves the right to inspect any aspect of the CPP Activities being carried out under the Program at any time.

15.0 Assignment

- 15.1 Neither the Municipality nor the Board shall assign this Agreement or the Grant Funds, or any part thereof, without the prior written approval of the Ministry, which approval may be withheld by the Ministry in its sole discretion or given subject to such terms and conditions as the Ministry may impose.

16.0 Termination by Ministry for Convenience

- 16.1 The Ministry may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days notice to the Municipality and the Board.
- 16.2 Where notice to terminate is given under this section, the Ministry may, in its sole discretion, assess the state of the Program and allow the Municipality and the Board to wind down the CPP Activities by the end of the notice period.

17.0 Termination by the Ministry

- 17.1 The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement immediately upon giving notice to the Municipality and the Board if:

- (a) in the opinion of the Ministry:
- i) the Municipality or the Board has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
 - ii) the Municipality or the Board breaches any term or condition of this Agreement;
 - iii) the Municipality or the Board is unable to carry out CPP Activities or is likely to discontinue it;

iv) it is not reasonable for any reason for the Municipality or the Board to participate in the Program;

or

(b) the Municipality or the Board makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(c) the Municipality or the Board ceases to operate.

17.2 If the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Municipality or the Board the opportunity to remedy the breach, the Ministry will give the Municipality or the Board, as circumstances dictate, an opportunity to remedy the breach by giving the Municipality and the Board written notice.

(a) of the particulars of the breach;

(b) of the period of time within which the Municipality or the Board, as circumstances dictate, is required to remedy the breach;

(c) that the Ministry shall terminate this Agreement:

i) at the end of the notice period provided for in the notice if the Municipality or the Board fail to remedy the breach within the time specified in the notice; or

ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Municipality or the Board cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Municipality or the Board are not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

17.3 If the Ministry has provided the Municipality and the Board with an opportunity to remedy the breach, and

(a) the Municipality or the Board does not remedy the breach within the time period specified in the notice; or

- (b) it becomes apparent to the Ministry, acting reasonably, that the Municipality or the Board cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the Municipality or the Board is not proceeding to remedy the breach in a way that is satisfactory to the Ministry, acting reasonably;

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Municipality and the Board.

- 17.4 In the event of termination pursuant to this section the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

18.0 Grant Funding Upon Termination

- 18.1 If this Agreement is terminated by the Ministry pursuant to section 16.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;
- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board that are not required by the Municipality and the Board to pay the costs of winding down the CPP Activities as determined by the Ministry pursuant to section 16.2.

- 18.2 If this Agreement is terminated by the Ministry pursuant to section 17.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;
- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board.

- 18.3 If this Agreement is terminated by the Ministry because the Municipality and the Board use the Grant Funds for purposes not agreed upon by the Ministry, the Ministry may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Municipality and the Board the payment of funds equal to those improperly used by the Municipality or the Board.

- 18.4 If the Ministry demands the repayment of any part of the Grant Funds pursuant to this Agreement the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Municipality and the Board shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

- 18.5 The Ministry reserves the right to demand interest on any amount owing by the Municipality or the Board at the then current rate charged by the Province of Ontario on accounts receivable.

- 18.6 The Municipality and the Board shall repay the amount demanded by cheque payable to the "Minister of Finance" and mailed to the Ministry to the attention of the Ministry Representative as provided for in section 21.

19.0 Grant Funding at end of Fiscal Year or on Expiry of Agreement

- 19.1 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board by the end of any Fiscal Year during the term of this Agreement shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.
- 19.2 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board at the time the Agreement is terminated shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.
- 19.3 At the end of any Fiscal Year during the term of this Agreement or upon the expiry of the Agreement, the Municipality and the Board shall, upon the demand of the Ministry, repay to the Ministry an amount equal to any part of the Grant Funds used by the Municipality and the Board for purposes not identified in this Agreement. This amount shall be a debt due and owing to the Ministry and the Ministry's right to demand payment of this money is in addition to the rights conferred upon it under this Agreement or in law or in equity.

20.0 Counterparts

- 20.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.0 Notices

- 21.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepared with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing. All notices shall be addressed as follows:

To the Ministry:

Ministry of Community Safety and
Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

Attention: Oscar Mosquera, Manager
Program Development Section
External Relations Branch
Public Safety Division

Fax: (416) 314-3092
Telephone: (416) 314-3074

To the Municipality:

City of Sault Ste Marie
99 Foster Drive, P.O. Box 580
Sault Ste Marie ON P6A 5X6

Attention:
Mayor John Rowsell
His Worship

Fax: 705-541-7171
Telephone: 705-759-5344

To the Board:

Sault Ste Marie Police Services Board
580 Second Line East
Sault Ste Marie ON P6B 4K1

Attention:
Judge James Greco
Chair

Telephone/Fax: 705-949-0448

21.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by facsimile, and
- (b) seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.

22.0 Confidentiality

22.1 Subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act* and the *Municipal Freedom of Information and Protection of Privacy Act*, the Municipality and the Board shall not disclose or publish at any time, any of the information provided to them by the Ministry pursuant to this Agreement or any of the information obtained or discovered in the course of the performance of the Municipality's and the Board's duties and obligations under this Agreement ("Ministry Information") without the prior written consent of the Ministry Representative.

22.2 All information the Municipality and the Board are required to provide to the Ministry under this Agreement is deemed to be the property of the Ministry and as such is to remain confidential. A breach of this provision could result in the immediate termination of this Agreement.

23.0 Severability of Provisions

23.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

24.0 Waiver

24.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Municipality and the Board or by the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

25.0 Independent Parties

25.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. In respect to this Agreement and the Program, no representations shall be made or acts taken by any party which could establish or imply any apparent relationship of recipient, joint venture, partnership or employment and no party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other parties to any other person nor with respect to any other action of any other party.

26.0 Assignment of Agreement or Grant Funds

26.1 The Recipient shall not assign this Agreement or the Grant Funds or any part thereof without the prior written consent of the Ministry.

27.0 Governing Law

- 27.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

28.0 Further Assurances

- 28.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

29.0 Circumstances Beyond the Control of Either Party

- 29.1 No party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the party including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

30.0 Survival

- 30.1 The provisions in articles 7.0 (Accounting), 9.0 (Limitation of Liability), 10.0 (Indemnity), 12.0 (Credit), 14.0 (Inspection), 18.0 (Grant Funding upon Termination) and 19.0 (Grant Funding at end of Fiscal Year or on Expiry of Agreement) shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement. The provisions in article 22.0 (Confidentiality) shall survive the termination or expiry of this Agreement.

31.0 Schedules

- 31.1 The following are the schedules attached to and forming part of this Agreement.
- (a) Schedule "A" (Funding Payment Schedule)
 - (b) Schedule "B" (Grant Application)
 - (c) Schedule "C" (Interim and Final Reporting Forms re: front-line activities)

32.0 Entire Agreement

- 32.1 This Agreement together with the attached schedules listed in section 31.1 of this Agreement constitutes the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior oral or written representations and Agreements.
- 32.2 This Agreement may only be modified by a written Agreement duly executed by the parties.

10(b)

- 13 -

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the Minister
of Community Safety and Correctional Services**

per:

Date

Authorized Signatory for the Ministry
Stephen Waldie, Director
External Relations Branch
Public Safety Division

City of Sault Ste Marie

per:

Date

Authorized Signatory for the Municipality
Name: Mayor John Rowsell
Position: His Worship

Witness

Print Witness Name

Sault Ste Marie Police Services Board

per:

Date

Authorized Signatory for the Board
Name: Judge James Greco
Position: Chair

Witness

Print Witness Name

Schedule "A"

Attached to and forming part of the Agreement between the **Ministry of Community Safety and Correctional Services** and **City of Sault Ste. Marie** and **Sault Ste. Marie Police Services Board** dated the ____ day of _____, 2010.

Allocation

1. The Ministry agrees to cost share 12 police officer(s) and provide the Grant in accordance with the Program, under the terms of which the Board and Municipality will maintain visible front-line policing activities ("CPP Activities") as outlined in the original grant application, submitted as Schedule B.
2. The Grant shall be used by the Board and the Municipality solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Grant shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the June 15, 1998 Benchmark, due to the assignment of front-line police officers to non-CPP Activities.

Ontario Police College

3. In relation to new recruits, the Board and the Municipality shall ensure that the time between the date of hire of new recruits and their entry into the Ontario Police College shall not exceed fifteen (15) days.

June 15, 1998 Benchmark

4. The Program will continue to share the cost of increases to the actual total number of sworn officers above the June 15, 1998 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Ministry is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Program will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

Use of the Grant Funds

5. The Grant shall be used only to pay half the costs of salaries, overtime and payroll benefits to a maximum of \$30,000.00 per officer for officers hired under the CPP Program and engaged in full time CPP Activities. The Ministry's share of overtime will not exceed \$5,000.00 per officer.

Reporting Requirements

6. The Board and the Municipality shall, by September 30th of each Fiscal Year that the Agreement is in effect, submit the CPP Program Interim Report, in the form provided in Schedule C. The Interim Report shall include the following information:
 - (a) the name of the front-line police officer(s) hired under the Program, the date hired, salary paid to date and salary requested (50%);

- (b) the number of sworn officers as of September 30th of each year and the number of sworn officers submitted as of June 15, 1998 to Statistics Canada; and
 - (c) confirmation of CPP Activities undertaken by the front-line police officer(s) under the Program.
7. The Board and the Municipality shall, by March 15th of each Fiscal Year that the Agreement is in effect, submit the CPP Program Annual Report, in the form provided in Schedule C. The Annual Report shall include the following information:
- (a) name of front-line police officer(s), date hired, salary paid to date, salary requested (50%), overtime (actual) and overtime requested (50%) and total number of officers funded by the Program;
 - (b) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested (50%);
 - (c) the number of sworn officers as of March 15th and the number of sworn officers submitted as of June 15, 1998; and
 - (d) confirmation of CPP Activities undertaken by the front-line police officer(s) under the Program.

Payment Schedule

8. The Ministry will reimburse the Board and the Municipality bi-annually subject to the Ministry receiving and approving the interim and annual CPP Program reports. Overtime will be paid annually after the CPP Program Annual Report, in the form provided in Schedule C, is received and approved by the Ministry.
9. The Board and the Municipality may be required to provide such further or additional information as the Ministry, acting reasonably, deems appropriate in approving the CPP Program interim and annual reports.
10. Approval of the interim and annual reports is at the sole discretion of the Ministry.

Return of Unused Funds

11. The Board and Municipality shall return to the Ministry any balance of the Grant that is not spent in accordance with this Agreement.

Ministry Representative

12. The Ministry Representative for the Program is:

Oscar Mosquera
Manager, Program Development Section
External Relations Branch
Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-62

BUILDING: (B.1.3) A by-law to provide access for the renovation of a dwelling at 104 Edmonds Avenue

WHEREAS June Plewes is the registered owner of Civic number 104 Edmonds Avenue in the City of Sault Ste. Marie, hereinafter referred to as the "Plewes" property;

WHEREAS Brenda Wright is the registered owner of Civic number 100 Edmonds Avenue in the City of Sault Ste. Marie, hereinafter referred to as the "Wright" property;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to section 132 of the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. The Contractor shall be allowed entry onto the Plewes property for a period not to exceed three days.
2. The Contractor shall provide notice to Plewes of when the Contractor proposes to enter onto her land.
3. The property at 104 Edmonds Avenue shall be restored to its original condition and Wright shall provide compensation for any damage caused to the adjoining land.
4. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

DH By-laws\2010\2010-62 Wright access to property

NOTICE

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CITY SOLICITOR

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-64

DEVELOPMENT CONTROL: A by-law to designate the lands located at 671 & 683 Great Northern Road an area of site plan control (Sar-Gin Developments (Sault) Limited).

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

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 2000, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Junior Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the Planning Act and the Municipal Act.

5. **EFFECTIVE DATE**

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

PASSED in Open Council this 22nd day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

/staff/rr/zoning/delby-laws/2010-64

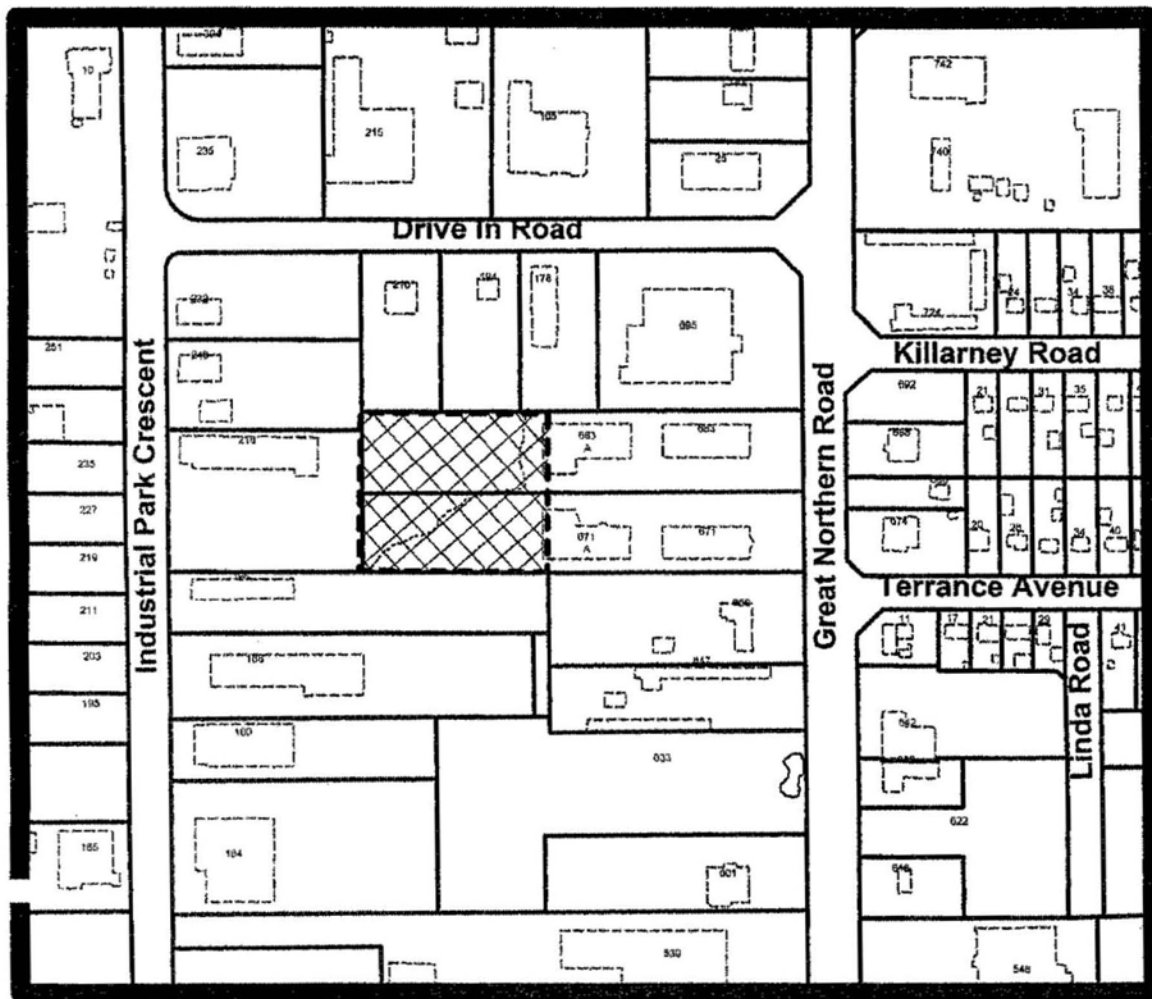
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CITY SOLICITOR

10(d)

SCHEDULE "A" TO BY-LAW 2010-64 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 22ND DAY OF MARCH, 2010.



SUBJECT AREA MAP

APPLICATION NO: A-6-10-Z
671 & 683 GREAT NORTHERN ROAD



Metric Scale
1 : 3500

Maps
98 & 1-112

Mail Label
A6-10



SUBJECT AREA [AREA OF REZONING]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2010-68**

LICENCE OF OCCUPATION: (No. L-335) A by-law to authorize a licence of occupation between the City and Algonquin Hotel for the use of a portion of the Pim Street boulevard abutting the Algonquin Hotel at 864 Queen Street East. (Licence No. L-335).

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 18th day of March, 2010 and made between the City and Algonquin Hotel to use a portion of the Pim Street boulevard abutting the Algonquin Hotel at 864 Queen Street East for the purpose of an outside patio (Licence No. L-335).

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 22nd day of March, 2010.

MAYOR - JOHN ROWSWELL

CLERK - MALCOLM WHITE

da/by-laws 2010/ 2010-68 Algonquin Hotel Licence to Occupy.doc

NOTICE

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CITY SOLICITOR

**ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION AGREEMENT
BETWEEN THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND 1584866
ONTARIO INC., operating as THE ALGONQUIN HOTEL**

SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City has no obligation to make any improvements or provide any maintenance to the property described in this Licence Agreement.
2. The City or the Licencee may cancel this agreement on giving six (6) months written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

CITY

City Solicitor
The Corporation of the
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

LICENCEE

Algonquin Hotel
864 Queen Street East
Sault Ste. Marie, Ontario
P6A 2B4

3. This Licence may not be assigned without the written permission of the City.
4. The Licencee will indemnify and save harmless the City from and against all claims including claims by the Licencee and including, without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon.
5. The Licencee will not use or permit the use of the said land for any other than the purpose herein set out, that is an outdoor patio for the Licencee's hotel.
6. The Licencee shall keep in force during the term hereof, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the subject lands in an amount of not less than One Million (\$1,000,000.00 Dollars with the insurance policy identifying the City as an additional insured. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie.
7. Should the City receive complaints with regards to noise generated from the outdoor patio, the City reserves the right to cancel this licence upon giving the Licencee ten (10) days written notice at which time the patio shall be removed from the City property.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW NO. 2010-67**

PROPERTY ACQUISITION: (P.4.5.357) a by-law to authorize the Mayor and Clerk to execute the documents required to complete the various property acquisitions for the Third Line widening, reconstruction and hub trail project.

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 for compensation as provided for in Schedule "A". These properties are being acquired to accommodate the Third Line East widening, reconstruction and the hub trail in that area.

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 acquisitions.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

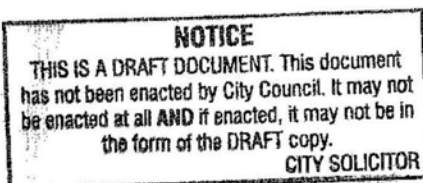
This by-law takes effect on the day of its final passing.

PASSED in open Council this 22nd day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

Da/Bylaws 2010/2010-67 Property Acquisition - Third Line.doc



SCHEDULE "A" TO BY-LAW 2010-67

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

<u>PROPERTY</u>	<u>VENDOR:</u>	<u>CONSIDERATION</u>
750 Great Northern Road	Sault Area Hospital	\$ 5,899.00
733 Third Line East	F. J. Davey Home	\$ 44,795.00
721 Third Line East	Meadowview Non-Profit Housing Corp.	\$ 35,136.00
851 Great Northern Road	Tees Brae Investments Inc.	\$ 10,959.00
605 Third Line East	1187839 Ontario Limited	\$ 1,500.00
595 Third Line East	Leni Scholz	\$ 5,000.00
500 Industrial Park Cres	Wendyl & Francis Cameron	\$ 10,000.00
572 Third Line East	Peter & Janet Luczinski	\$ 2,500.00
495 Industrial Court 'C'	430425 Ontario Inc.	\$ 13,829.00
430 Third Line East	Great Lakes Power	\$ 4,270.00
416 Third Line East	Nick Svazich	\$ 1,010.00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-69

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of portions of Elgin, Queen, Dennis and Bay Streets to facilitate the Royal Canadian Legion Ladies Auxiliary Provincial Convention Parade on September 12, 2010.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY CLOSING OF ELGIN STREET FROM ST. MARY'S RIVER DRIVE TO QUEEN STREET EAST, QUEEN STREET EAST FROM ELGIN STREET TO DENNIS STREET, DENNIS STREET FROM QUEEN STREET EAST TO BAY STREET, AND BAY STREET FROM DENNIS STREET TO THE SOUTH ENTRANCE TO THE ESSAR CENTRE**

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Elgin Street from St. Mary's River Drive to Queen Street East, Queen Street East from Elgin Street to Dennis Street, Dennis Street from Queen Street East to Bay Street, and Bay Street from Dennis Street to the South entrance to the Essar Centre to facilitate the Royal Canadian Legion Ladies Auxiliary Provincial Convention Parade on September 12, 2010 from 1:00 p.m. to 2:00 p.m.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of March, 2010.

MAYOR – JOHN ROWSWELL

CLERK – MALCOLM WHITE

DH BYLAWS\2010\2010-69 – TEMP ST CLOSING – Royal Cdn Legion

NOTICE

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-63

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 671 & 683 Great Northern Road (Sar-Gin Developments (Sault) Limited).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

671 AND 683 GREAT NORTHERN ROAD: SPECIAL EXCEPTION 215 AMENDED

1. Section 2(215) of By-law 2005-151 as enacted by By-law 2007-71, is amended by amending the "subject property" map attached to the said by-law by adding to the subject property the property identified as "subject property" attached to the by-law.
2. Section 2(215) of By-law 2005-151 is further amended by adding as a special provision to the by-law the following:
 - (i) the required interior side yard on the rear 108m of the common lot line between 671 and 683 Great Northern Road is reduced to 0.
3. **SCHEDULE "A"**
Schedule "A" hereto forms a part of this by-law.
4. **CERTIFICATE OF CONFORMITY**
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

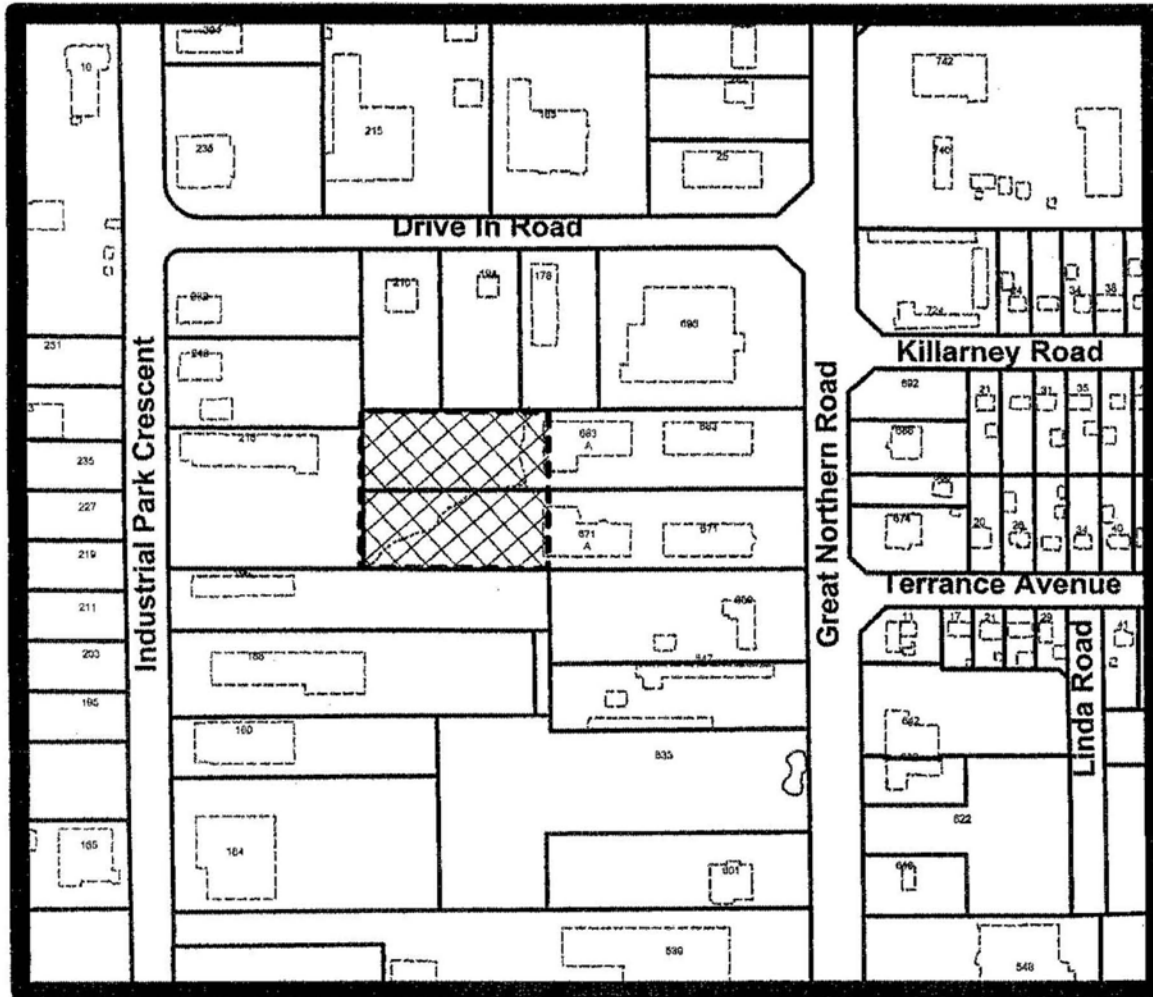
PASSED in open Council this 22nd day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

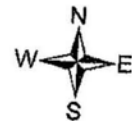
on/zoning/dc/by-laws2010-63

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CITY SOLICITOR



SUBJECT AREA MAP

APPLICATION NO: A-6-10-Z
671 & 683 GREAT NORTHERN ROAD



Metric Scale
1 : 3500

Maps
98 & 1-112

Mail Label
A6-10



SUBJECT AREA [AREA OF REZONING]