

AGENDA
REGULAR MEETING OF CITY COUNCIL
2010 04 12
4:30 P.M.
COUNCIL CHAMBERS

1. **ADOPTION OF MINUTES**

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that the Minutes of the Regular Council Meeting of 2010 03 22 be approved.

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

3. **APPROVE AGENDA AS PRESENTED**

Mover - Councillor L. Turco

Seconder - Councillor P. Mick

Resolved that the Agenda for the 2010 04 12 City Council Meeting as presented be approved.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Wayne Greco, President – YMCA Board of Directors will be in attendance to present a plaque to Mayor Rowswell.
- (b) Theresa Sharp, Chair Volunteer Appreciation Dinner & Awards Evening will be in attendance concerning Proclamation - National Volunteer Week.
- (c) Randy Schuran, Regional Chair for Catholic School Councils will be in attendance concerning Proclamation - Catholic Priest Day.
- (d) Cathy McKinney and Margaret Hammond, Convention Co-chairs will be in attendance concerning Proclamation - Catholic Women's League Week.
- (e) Mike Murphy will be in attendance concerning Proclamation – Parental Alienation Week.

4. (f) Patti-Jo Duggan, Liver Recipient and Member of the Provincial Volunteer Committee for Trillium Gift of Life Network, will be in attendance concerning Proclamation – National Organ & Tissue Donation Awareness Week.
- (g) Chief Bob Davies will be in attendance concerning agenda item 6. (8)(a).

PART ONE – CONSENT AGENDA

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

Mover - Councillor L. Turco

Seconder - Councillor B. Hayes

Resolved that all the items listed under date 2010 04 12 Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) Correspondence from the Township of Burpee and Mills (concerning Manitoulin Island land claims implementation); City of Timmins (concerning request to expedite permitting for new resource developments) is attached for the information of Council.
- (c) Correspondence from a citizen concerning the waterfront boardwalk is attached for the information of Council.
- (d) Correspondence from the Algoma Residential Community Hospice concerning an upcoming fundraiser is attached for the information of Council.
- (e) A memo from Mayor Rowswell and a copy of an article from Sootoday.com concerning wage freeze savings are attached for the information of Council.
- (f) A letter from the Minister of Transportation concerning 2010 Highway Connecting Link Allocation is attached for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor B. Hayes

Resolved that a maximum of \$862,500 allocated to the City of Sault Ste. Marie by the Province of Ontario will be used for the rehabilitation of the Root River Bridge on Great Northern Road, 0.4 km north of Fourth Line, being part of the Connecting Link Capital Improvements; and

Further that the City agrees that funds intended for this project that are not used in accordance with MTO Connecting Link guidelines or not expended by March 31, 2012 will be returned to the Province; and

5. (f) Further that a final project summary report detailing expenditures, use of Provincial funding, and outcomes achieved shall be attested to by the Chief Administrative Officer and submitted to the Ministry on the understanding that the Ministry may request an independent audit of the project, be approved.

(g) A letter from the Deputy Minister of Transportation concerning a one time grant of \$356,796 for the replacement of transit buses and notice of the termination of the Ontario Bus Replacement Program is attached for the information of Council.

(h) A media communication from David Oraziotti MPP concerning Investment of \$15 Million to Upgrade Short-Line Railway is attached for the information of Council.

(i) **Council Travel**

Mover - Councillor L. Tridico

Seconders - Councillor P. Mick

Resolved that Councillor Terry Sheehan be authorized to travel to the Algoma District Municipal Association meeting being held in Elliot Lake, Ontario (1.5 days in April) at an estimated cost of \$300 to the City.

(j) **Staff Travel Requests**

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

Mover - Councillor L. Turco

Seconders - Councillor P. Mick

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 04 12 be approved as requested.

(k) **Tender for Selected Granular Materials**

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

Mover - Councillor L. Turco

Seconders - Councillor B. Hayes

Resolved that the report of the Manager of Purchasing, dated 2010 04 12 be endorsed and that the tender for the supply of Selected Granular Materials required by the Public Works & Transportation Department be awarded as recommended.

(l) **Property Tax Appeals**

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

5. (l) Mover - Councillor L. Turco
Second - Councillor P. Mick
Resolved that Pursuant to Section 357 of the Municipal Act, 2001, the adjustments to the tax accounts as outlined in the City Tax Collector's report of 2010 04 12 be approved and the tax roll be amended accordingly.
- (m) **2010 Budget Meeting**
A report of the Commissioner of Finance & Treasurer is attached for the information of Council.
- (n) **Corporation of the City of Sault Ste. Marie – User Fees – By-law 2010-2**
A report of the Manager of Budgets and Revenue is attached for the consideration of Council. The relevant By-law 2010-2 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (o) **Accountability Agreement with the Sault Ste. Marie Innovation Centre (SSMIC)**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.
- Mover - Councillor L. Turco
Second - Councillor P. Mick
Resolved that the report of the Commissioner of Finance and Treasurer, dated 2010 04 12 concerning Accountability Agreement with the Sault Ste. Marie Innovation Centre be accepted and the recommendation that Council approve the Memorandum of Understanding with the Sault Ste. Marie Innovation Centre be approved.
- (p) **Day Care – Service Agreement**
A report of the Commissioner Community Services is attached for the consideration of Council. The relevant By-law 2010-73 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (q) **Youth Crime Committee - Update**
A report of the Commissioner Community Services is attached for the consideration of Council.
- Mover - Councillor L. Tridico
Second - Councillor B. Hayes
Resolved that the report of the Commissioner Community Services, dated 2010 04 12 concerning Youth Crime Committee - Update be accepted as information.
- (r) **Affordable Access to Recreation - Update**
A report of the Commissioner Community Services is attached for the consideration of Council.

5. (r) Mover - Councillor L. Turco
Second - Councillor B. Hayes
Resolved that the report of the Commissioner Community Services dated 2010 04 12 concerning Affordable Access to Recreation - Update be received as information.

(s) **Request for Financial Assistance for National/International Sports Competitions**

A report of the Manager Recreation and Culture is attached for the consideration of Council.

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

Resolved that the report of the Manager Recreation and Culture dated 2010 04 12 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$400.00 grant to Team Jacobs (Tim Horton's Brier) be approved.

(t) **Landfill Site, Operations and Monitoring 2009 Environmental Monitoring Committee**

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

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

Resolved that the report of the Land Development & Environmental Engineer, dated 2010 04 12 concerning Landfill Site, Operations and Monitoring 2009 be accepted as information.

(u) **Landfill Gas Collection Project**

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

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

Resolved that the report of the Land Development & Environmental Engineer, dated 2010 04 12 concerning Landfill Gas Collection Project be accepted as information and the recommendation that an additional \$300,000 from the Landfill Reserve be used to fund the completion of the project.

(v) **Resurfacing of City Streets – 2010 Miscellaneous Construction Program**

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

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

5. (v) Resolved that the report of the Director of Engineering Services, dated 2010 04 12 concerning Resurfacing of City Streets – 2010 Miscellaneous Construction Program be accepted as information.

(w) **Contract 2009-12E – Town Line Road Bridge Replacement – Waive Half Load Restrictions on Base Line and Town Line Road**

A report of the Design & Construction Engineer is attached for the consideration of Council. The relevant By-law 2010-77 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(x) **Contract 2007-4E – Trunk Road Improvements – Closure of Lake Street at Trunk Road**

A report of the Design & Construction Engineer is attached for the consideration of Council. The relevant By-law 2010-75 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(y) **Palmer Construction Group – A-5-10-Z – 2325 Great Northern Road – By-law 2010-57**

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

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Whereas Zoning By-law 2010-57 was passed by City Council on March 8, 2010 concerning lands located at 2325 Great Northern Road;

And Whereas after public notice was given in accordance with the Planning Act, R.S.O., an appeal for this by-law, of which a copy is attached to this resolution, was presented to City Council and was duly considered by Council at its meeting on April 12, 2010;

Now Therefore Be It Resolved that application be made to the Ontario Municipal Board for dismissal of this appeal.

(z) **Request from Joe Spina and Sons Enterprises Ltd. To Deem The South Half Lot 8 and Lot 9, Plan 5240, Lots 7, 8 and 9 Plan 4250 as Not Being Part of a Plan of Subdivision (Farewell Subdivision) – Between Spring and March North of Bay Street**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-71 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(aa) **Acquisition of 1.47 Acres from Ontario Realty Corporation – Part 1 on 1R-11700 – McNabb and South Market Realignment**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-76 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (bb) **Request to Extend the Urban Service Line – Allen's Side Road**
A report of the Planning Division is attached for the consideration of Council.

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that the report of the Planning Division dated 2010 04 12 concerning the request to extend the Urban Service Line – Allen's Side Road be accepted and the Planning Director's Recommendation that City Council approve the request to extend the Urban Service Line 110m north along the east side of Allen's Side Road, be endorsed.

- (cc) **Signs By-law 2005-166 – Amendments to Portable Signs Regulations**
A report of the Planning Division is attached for the consideration of Council.

Mover - Councillor L. Turco

Seconder - Councillor B. Hayes

Resolved that the report of the Planning Division dated 2010 04 12 concerning Signs By-law 2005-166 - Amendments to Portable Signs Regulations be accepted and the Planning Director's Recommendation that City Council accept this report as information, and authorize staff to proceed with public notice for the 3 amendments to Signs By-law 2005-166 contained in the report; and;
That City Council approve a policy eliminating the placement of portable signs on public property, except where it can be demonstrated to the satisfaction of the Planning Director that it is not appropriate, or physically possible to locate such signage on private property, be endorsed.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (1) ADMINISTRATIVE

(a) Acting Mayor

A memo from Mayor Rowswell and a report from the Chief Administrative Officer are attached for the direction of Council.

6. (3) ENGINEERING

Contract 2010-1E – Hub Trail Construction – Fort Creek Conservation Area

A report of the Director of Engineering Services is attached for the consideration of Council. Also attached is a memo to Council from Mayor Rowswell.

- (a) Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes

6. (3)(a) Resolved that the report of the Director of Engineering Services dated 2010 04 12 concerning Contract 2010-1E – Hub Trail Construction – Fort Creek Conservation Area be accepted and the recommendation that Council award contract 2010-1E to R.M. Belanger Limited in the amount of \$2,779,862.45 (including GST) and that the contracts be delivered and acted upon, be approved.

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

(a) **Business Plan 2010-2012**

A report of the Chief of Police is attached for the consideration of Council.
The Business Plan 2010-2012 is provided under separate cover.

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that the report of the Chief of Police be accepted as information.

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

(a) Mover - Councillor S. Myers

Seconder - Councillor P. Mick

Whereas 2010 “Change the World” Ontario Youth Volunteer Challenge is in its third year;

And Whereas this event has grown to include 21 communities across Ontario and this year Volunteer Sault Ste. Marie and United Way Youth Empowerment Committee have joined the challenge;

And Whereas Sault Ste. Marie youth will do their part to Change the World three hours at a time by participating in the first Ontario Youth Community Charity Car Wash Challenge;

And Whereas our youth will engage in a friendly competition to win trophies for their high school while raising funds for a charity of their choice, making this a great way to get involved and to start their volunteer experience;

And Whereas this year’s campaign kicks off at the start of National Volunteer Week;

Now Therefore Be It Resolved that all members of City Council and the citizens of Sault Ste. Marie be encouraged to support our youth by going to a local high school location on Saturday April 24 between 10:00 a.m. – 4:00 p.m. to have their cars washed, witness great school spirit, and see unique themes.

(b) Mover - Councillor B. Hayes

Seconder - Councillor P. Mick

Whereas a number of individuals have expressed interest in a municipally built and maintained multi-use gravity park;

7. (b) And Whereas multi-use gravity parks for the use of non-motorized bicycles in summer and snowboards in winter can range from the very simple to the very complex;
And Whereas many municipalities operate multi-use gravity parks as a component of community services;
Now Therefore Be It Resolved that appropriate staff be requested to report back to Council as to: the cost to the City of building and maintaining a multi-use gravity park, including the cost of insurance; and identifying potential locations for a multi-use gravity park.
- (c) Mover - Councillor S. Myers
Second - Councillor P. Mick
Whereas the existing procedure for dealing with derelict property complaints is for the By-law Enforcement Officer to perform an inspection, followed by a letter of warning to the property owner(s) (if deemed necessary);
And Whereas the current procedure does not provide for a face-to-face discussion with the property owner(s) at the time of inspection;
And Whereas some residents, particularly seniors, may benefit from an explanation of the process at the time of inspection;
And Whereas the City of Sault Ste. Marie's mission statement is "to provide quality and cost-effective services in a responsible and supportive manner";
Now Therefore Be It Resolved that the existing procedure for inspection of derelict properties be amended to require a telephone call prior to the inspection, or an on-site conversation at the time of inspection, identifying the staff member by position, explaining the reason for attending at the property, and describing the City's process.
- (d) Mover - Councillor S. Butland
Second - Councillor B. Hayes
Be It Resolved that Parks staff be requested to report back to Council with a cost analysis for: soil preparation, seeding, cultivation, and any other associated costs to ensure a sunflower crop for the summer of 2010 on the 11.6 acres east-end snow dump site.
- (e) Mover - Councillor S. Butland
Second - Councillor L. Turco
Whereas Sir James Dunn played an integral and seminal role in the history of Sault Ste. Marie;
And Whereas his time, energy, resources and considerable entrepreneurial skills were significantly dedicated to the survival and prosperity of the Algoma Steel Corporation;
And Whereas upon the closure of Sir James Dunn Collegiate and Vocational School, the last vestige of tangible recognition of this man's contributions to the very existence of Sault Ste. Marie will be lost;

7. (e) Now Therefore Be It Resolved that the City of Sault Ste. Marie, in consultation with Sir James Dunn Collegiate and Vocational School, Essar Steel Algoma, Sault Ste. Marie Museum, and any other pertinent body, determine how best to commemorate this extraordinary individual's unparalleled contributions to our great City.

- (f) Mover - Councillor T. Sheehan
Second - Councillor S. Myers
Whereas the American non-profit agency "KaBOOM!" recently held a "Promote Your Project" video contest wherein forty-four communities created videos to show why they needed new playgrounds;
And Whereas only ten communities were chosen to compete in the final competition;
And Whereas thousands of family members, area residents and out-of-town supporters voted every day for a month to help the Queen Elizabeth School win this competition;
And Whereas Queen Elizabeth School successfully garnered 39,886 votes and placed first;
And Whereas this incredible effort has resulted in up to \$5,000 in grants towards equipment for the new playground being built in honour of Master Corporal Scott Vernelli;
Now Therefore Be It Resolved that City Council offer a big congratulations to Queen Elizabeth School and a thank-you to all who voted.

- (g) Mover - Councillor T. Sheehan
Second - Councillor S. Myers
Whereas graffiti negatively effects the entire City of Sault Ste. Marie;
And Whereas the City has been working with police, citizens, Community Quality Initiative (CQI), and other organizations to lower the incidence of graffiti in Sault Ste. Marie;
Now Therefore Be It Resolved that City Council request that the Youth Crime Committee review the CQI report and report back to Council on a program which requires individuals guilty of graffiti-related crimes to remove graffiti as part of their rehabilitation.

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

2010-73

A by-law to authorize a service contract between the District of Sault Ste. Marie Social Services Administration Board and the City for Municipal Day Nurseries effective January 1, 2010.

A report from the Commissioner of Community Services is on the agenda.

FINANCE

2010-2

A by-law to establish user fees and service charges.

A report from the Manager of Budgets and Revenue is on the agenda.

LICENCE OF OCCUPATION

2010-78

A by-law to authorize a licence of occupation between the City and The Batters Edge Inc. for the use of the batting cage operation being a portion of Strathclair Park.

PARKING

2010-72

A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

PROPERTY ACQUISITION

2010-76

A by-law to authorize the City's acquisition from Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure of the property described as Part 1 on Plan 1R-11700.

A report from the City Solicitor is on the agenda.

10.

SUBDIVISION CONTROL

2010-71 A by-law to deem not registered for purposes of subdivision control certain lots in the Dunn "A" Subdivision and Farwell Subdivision, being South half Lot 8 and Lot 9, Plan 5240, Dunn "A" Subdivision and Lots 7, 8, and 9, Plan 4250, Farwell Subdivision pursuant to Section 50(4) of The Planning Act.

A report from the City Solicitor is on the agenda.

TEMPORARY STREET CLOSING

2010-75 A by-law to authorize the temporary closing of Lake Street along the south side of Trunk Road from April 21, 2010 to June 12, 2010 to facilitate the reconstruction of a section of the municipal watermain.

TRAFFIC

2010-77 A by-law to lift half load restrictions on a portion of Base Line and a portion of Town Line.

A report from the Design and Construction Engineer is on the agenda.

11.

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

12.

ADDENDUM TO THE AGENDA

13.

ADJOURNMENT

Mover - Councillor L. Turco
Seconder - Councillor P. Mick
Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2010 03 22

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Councillor T. Sheehan (vacation), L. Turco (illness), L. Tridico (illness)

OFFICIALS: M. White, N. Apostle, J. Elliott, L. Bottos, B. Freiburger, J. Dolcetti, M. Provenzano

1. **ADOPTION OF MINUTES**

Moved by - Councillor B. Hayes

Seconded by - Councillor D. Celetti

Resolved that the Minutes of the Regular Council Meeting of 2010 03 08 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 F. Fata

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

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Dr. Celia Ross, President of Algoma University was in attendance to update Council on the results of funding provided by the City to the University.
- (b) Paul Gregory, Outreach Officer for the Federation of Canadian Municipalities, was in attendance to discuss opportunities available through the Green Municipal Fund.

PART ONE – CONSENT AGENDA

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

Moved by - Councillor B. Hayes

Seconded by - Councillor D. Celetti

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

- (a) Correspondence from AMO, OGRA was received by Council.
- (b) Correspondence from the County of Huron (concerning adjusting the Agri-Stability program and provincial assistance for rural septic systems) was received by Council.
- (c) A letter of request for a temporary street closing was accepted by 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 Minutes.

(d) Staff Travel Requests

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

Moved by - Councillor P. Mick

Seconded by - Councillor D. Celetti

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

(e) Council Travel

Moved by - Councillor B. Hayes

Seconded by - Councillor F. Fata

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. CARRIED.

Moved by - Councillor P. Mick

Seconded by - Councillor D. Celetti

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

5. (e) to the City of \$300.00. CARRIED.

(f) A letter from CAO to Municipal Property Assessment Corporation was received by Council.

Moved by - Councillor S. Myers

Seconded by - Councillor D. Celetti

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. CARRIED.

Councillor F. Fata declared a pecuniary interest – employed by the Municipal Property Assessment Corporation

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

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

Moved by - Councillor B. Hayes

Seconded by - Councillor D. Celetti

Resolved that the reports 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. CARRIED.

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

The report of the Fire Chief was accepted by Council.

Moved by - Councillor B. Hayes

Seconded by - Councillor F. Fata

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. CARRIED.

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

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

5. (i) Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti

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. CARRIED.

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

The report of the City Solicitor was accepted by Council. The relevant By-law 2010-68 is listed under Item 10 of the Minutes.

- (k) **Third Line Reconstruction**

The report of the City Solicitor was accepted by Council. The relevant By-law 2010-67 is listed under Item 10 of the Minutes.

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

The report of the City Solicitor was accepted by Council. The relevant By-law 2010-62 is listed under Item 10 of the Minutes.

- (m) **Lighting Requests**

The report of the Director of Engineering Services is attached for the information of Council.

Moved by - Councillor B. Hayes

Seconded by - Councillor F. Fata

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

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

The report of the Manager of Equipment and Building Maintenance was accepted by Council.

Moved by - Councillor P. Mick

Seconded by - Councillor D. Celetti

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. CARRIED.

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

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

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. CARRIED.

- (b) Moved by F. Fata
Seconded by D. Celetti

Resolved that the appropriate staff report on a request for an exception to the cemetery by-law to allow for a large monument to be placed on a family plot in Holy Sepulchre Cemetery. 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

Seconded by Councillor

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2010 03 22 be approved. CARRIED.

10. Resolved that By-law 2010-62 being a by-law to provide access for the renovation of a dwelling at 104 Edmonds Avenue be PASSED in Council this 22nd day of March, 2010.

Resolved that By-law 2010-63 being 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) be PASSED in Council this 22nd day of March, 2010.

Resolved that By-law 2010-64 being 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) be PASSED in Council this 22nd day of March, 2010.

Resolved that By-law 2010-65 being 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 be PASSED in Council this 22nd day of March, 2010.

Resolved that By-law 2010-66 being 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 be PASSED in Council this 22nd day of March, 2010.

Resolved that By-law 2010-67 being 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 be PASSED in Council this 22nd day of March, 2010.

Resolved that By-law 2010-68 being 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) be PASSED in Council this 22nd day of March, 2010.

Resolved that By-law 2010-69 being 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 be PASSED in Council this 22nd day of March, 2010.

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**

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that this Council shall now adjourn.

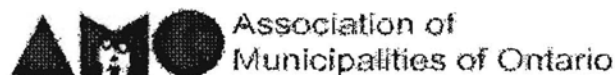
MAYOR

CLERK

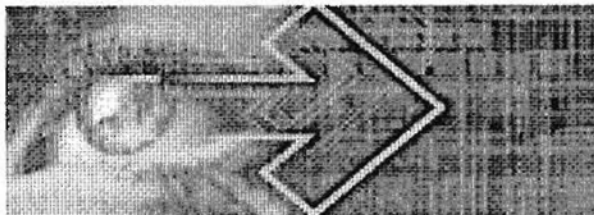
5(a)

Malcolm White

From: communicate@amo.on.ca
Sent: April 01, 2010 11:18 AM
To: Malcolm White
Subject: AMO Watch File - April 1, 2010



Watch File



AMO Watch File not displaying correctly? View the [online version](#). Add Communicate@amo.on.ca to your safe list

April 1, 2010

In This Issue

- Province institutes stronger protections for seniors living in retirement homes.
- Don Cousens on holding successful meetings.
- Legislative Update: 3 new Bills directly impact municipalities.
- Dr. Donna Dasko to discuss what motivates citizens to vote and more at *Urban Symposium*.
- AMO Annual Conference Update: registration for companions, non members and government now available.
- Call for proposals to stakeholders invested in adult literacy and essential skills training.
- Council resolution regarding accessibility standards.

Provincial Matters

Province introduces legislation to regulate retirement homes. Proposed legislation to regulate retirement homes provides much of the same oversight as that found in long term care homes, such as: care and safety standards, licensing and penalties and provisions for residents rights.

Bills introduced since legislature was prorogued and recalled - Bill 16, Creating the Foundation for Jobs and Growth Act, 2010 and two Private Member public bills: Bill 13, the Sustainable Water and Waste Water Systems Improvement and Maintenance Act, 2010, reintroduced, and Bill 18, the Municipal Amendment Act (Local Democracy and Accountability - relates to upper tier government direct election), 2010 were introduced and received First Reading.

Eye on AMO/LAS Events

Join public opinion analyst Dr. Donna Dasko at the *Urban Symposium* as she looks at "quality of life" issues and current trends; what they mean for municipal agendas and the 2010 municipal election.

Don't delay, register today! The 2010 AMO Annual Conference is focused on 'Propelling Economic Prosperity'. Join this must attend event August 15 - 18 at Caesars Windsor.

The Municipal Wire*

Township of Muskoka Lakes resolution regarding need for financial support and increased education regarding accessibility standards.

The Ministry of Training, Colleges and Universities has issued a call for proposals for pilot projects delivering literacy and essential skills services in the workplace. The Call for Proposals (CFP) stemming from the 2009 \$90 million Ontario Budget commitment to expand literacy and skills training and from the enhancements to the Canada-Ontario Labour Market Agreement (LMA) is focused specifically on pilot projects delivering literacy and essential skills services in the workplace. Projects approved under this CFP will end on March 31, 2011. The Call for Proposals opened on March 26, 2010 and ends April 19, 2010.

Guest Column*

5(a)

After 32 years in public service, former Markham Mayor Don Cousens reflects on how to get the most out of council meetings.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system.

AMO Contacts

AMO Watch File Team

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services Limited

MEPCO Municipal Employer Pension Centre of Ontario

OMKN Ontario Municipal Knowledge Network

Media Inquiries, tel: 416.729.5425

Municipal Wire and Council Resolution Distributions

***Disclaimer:** The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

www.AMO.on.ca



Please consider the environment before printing this.

5(b)



The Corporation of the Township of Burpee and Mills

RR # 1, Evansville, ON P0P 1E0
Phone & Fax: 705 282 0624
E-mail: burpeemills@xplornet.com

Wednesday, March 24, 2010

John Roswell, Mayor
City of Sault Ste. Marie
Fax: (705) 541-7171

Reeves and Mayors

Provincial and Federal governments are in the process of implementing a land claims agreement with First Nations to cover Manitoulin Island. Municipalities on Manitoulin are the most affected parties in the land claim negotiations, but have never been part of the process. Many of the involved municipal councils are convinced that this agreement will seriously impair the ability of municipalities to maintain solvency in the long term. The agreement also has the potential to set a precedent which could affect all municipalities in Ontario facing potential land claims.

The proposed agreement will allow First Nations to acquire unlimited additional lands by purchase, which, if placed in a Land Trust Institution or band council ownership will render the lands tax exempt. The only option open to Municipalities is to negotiate voluntary service agreements with First Nations to cover municipal services provided to the land. A dispute mechanism is provided, however the only recourse for enforcement will ultimately be through a costly and prolonged court process. Concerns have also been raised about the application of Official Plans, zoning and municipal bylaws to any of the acquired lands. Information provided to the municipalities also indicates that existing easements and access right of way may be removed from affected land titles and replaced with a federal Indian Act policy under section 28-2, which can require periodic renewal for a fee.

An imminent deadline of March 31st of this year for conclusion of the implementation agreement has been decided upon by the Provincial government. We ask for your support to send a strong message to the Province that the proposed agreement is not acceptable; and further that the implementation of this agreement creates the potential for a serious long-term conflict between Native and Non-Native communities.

Attached is a resolution for your consideration.

Yours truly,

Ken Noland
Ken Noland
Reeve
The Corporation of the
Township of Burpee and Mills

5(b)

WHEREAS First nations members of the United Chiefs and Councils of the Manitoulin (UCCM) signed an agreement with the federal and provincial governments in 1990 which was intended to resolve certain claims by those First Nations;

AND WHEREAS the provincial government is nearing the implementation of this agreement;

AND WHEREAS municipalities on the Manitoulin Island have expressed concerns regarding this implementation to the Ministry of Aboriginal Affairs;

AND WHEREAS these concerns have not been fully addressed

AND WHEREAS implementation of this agreement has the potential to create a serious conflict between Native and Non-Native communities;

AND WHEREAS implementation of this agreement has the potential for the unlimited removal of taxable lands from municipalities

AND WHEREAS the removal of any taxable property from a municipality will increase the tax burden on all the remaining ratepayers

THEREFORE BE IT RESOLVED that _____
does not support the implementation of the 1990 Lands claims agreement

AND THAT we petition the Ministers of Municipal Affairs and Northern Development and Mines to intercede on behalf of Manitoulin Municipalities to ensure that local municipal concerns are recognized and satisfactorily addressed in the conclusion of the agreement.

AND THAT copies of this resolution be forwarded to Ministry of Aboriginal Affairs and the Ministry of Finance



220 Algonquin Boulevard East, Timmins, ON P4N 1B3
www.timmins.ca

5(b)

RECEIVED CITY CLERK APR - 7 2010 NO.: _____ DIST.: _____
--

March 31, 2010

Right Honourable Stephen Harper
Prime Minister of Canada
80 Wellington Street
Ottawa, Ontario
K1A 0A2

Dear Honourable Sir:

Attached hereto please find a certified true copy of Resolution No. 10-80 passed by Timmins Council on March 30, 2010, respecting a request to expedite permitting for new resource developments, for your review and support.

Thank you.

Yours truly,

A handwritten signature in cursive script, appearing to read "R.J. Watson".

R.J. (JACK) WATSON, CMO
City Clerk

Encl.

c.c. Honourable Dalton McGuinty, Premier of Ontario
Honourable Christian Paradis, Minister of Natural Resources
Honourable Chuck Strahl, Minister of Indian Affairs & Northern Development
Honourable Michael Gravelle, Minister of Northern Development & Mines & Forestry
Federation of Canadian Municipalities
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
Northern Ontario Municipalities
Mining Association of Canada
Ontario Forestry Association
Ontario Mining Association



OFFICE OF THE CITY CLERK
Telephone: (705) 360-2602
Fax: (705) 360-2674
E-mail: jack.watson@timmins.ca

The Corporation of the City of Timmins

RESOLUTION

Moved by Pat Bamford

10-80

Seconded by Steve Adams

WHEREAS the Corporation of the City of Timmins is concerned about the length of time that Federal/Provincial Governments take to agree upon scoping of Projects, determining Environmental Assessment requirements and ultimately approve permitting for resource based industries.

AND WHEREAS the time delay is because of a lack of coordination, overlap, and decision making between the two levels of governments to allow for a speedy processing of permitting applications for resource based industries.

AND WHEREAS resource based industries have a profound impact on the economic well being of Northern Communities by providing long-term jobs, continual investment, new growth and the overall sustainability of Northern Communities.

NOW THEREFORE BE IT RESOLVED that the Corporation of the City of Timmins does hereby strongly petition both levels of Senior Government to complete a review of how they process permitting for resource based industries and how the Federal/Provincial governments can streamline their processes in order to make them compatible with each other and set firm timelines to reduce significantly the time from making a permitting application to receiving final approvals.

AND FURTHER that a copy of this resolution be forwarded to the Prime Minister Canada, the Right Honourable Steven Harper, the Minister of Natural Resources, the Honourable Christian Paradis, the Minister of Indian Affairs & Northern Development, the Honourable Chuck Strahl, The Premier of Ontario, the Honourable Dalton McGuinty, the Minister of Northern Development & Mines & Forestry, the Honourable Michael Gravelle, the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, all Northern Ontario municipalities and the Mining Association of Canada, Ontario Forestry Association, Ontario Mining Association for their endorsement and support.

CARRIED.

CERTIFIED TRUE COPY
OF RESOLUTION NO. 10-80

	YEAS	NAYS
MAYOR		
T.B. Laughren		
COUNCILLORS		
S. Adams		
P. Bamford		
J. Curley		
M. Doody		
B. Gvozdanovic		
D. Saudino		
J. Slattery		
G. Scripnick		

CLERK

Carried _____

Defeated _____

Deferred or Tabled _____

March 30, 2010

Date _____

5(c)

110 Pine Street
Sault Ste Marie, Ontario
P6A 3Y4

March 17, 2010.

RECEIVED

MAR 17 2010

MAYOR'S OFFICE

The Honourable J. Rowsell
Mayor of Sault Ste Marie
Level IV Civic Centre
99 Foster drive P.O.Box 580
Sault Ste Marie, Ontario
P6A 5N1

Dear Sir:

An open letter to City Council:

To your Worship, City Councillors and CAO, both present and past:

Firstly, thank you for the snowplowing of the paved walkway along the boardwalk this winter. What a wonderful surprise to find it cleaned off after our first snowfall; it made my running experiences less strenuous (and I need all the help I can get) and much safer, taking me off the road.

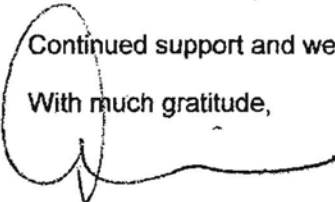
Secondly, I send my appreciation for those members of past councils who had the foresight and willingness to develop the waterfront we have today. Having completed thousands and thousands of kilometres, either running or walking along its' edge has given me an awareness of the "jewel" we truly have within our city.

To be able to move along or sit within the proximity of not only this historical waterway, but one possessing its' own beauty, over this distance is nothing short of amazing.

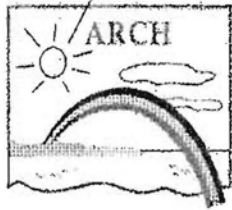
Also included in the experience of this splendid vista are all of the structures. We, the citizens of the Sault Ste Marie, have much to be proud of.

Continued support and well wishes for all future endeavours.

With much gratitude,



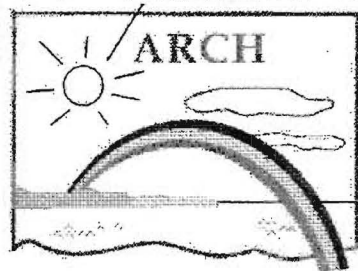
Mr. Terry Lemieux



Algoma Residential Community Hospice

- All proceeds go to Algoma Residential Community Hospice (229 Fourth Line West, Sault Ste. Marie, ON)
- Hike begins at Sault Canal National Historic Site, along the boardwalk to Art Gallery of Algoma and back (parking available at Station Mall, near Zellers)
- Sunday May 2, 2010, 2:30 pm to 5:00 pm
- Pledge forms available at most banks, grocery stores, Group Health Centre, at ARCH and online at www.algomahospice.shawbiz.ca
- For more information, call ARCH at 942-1556

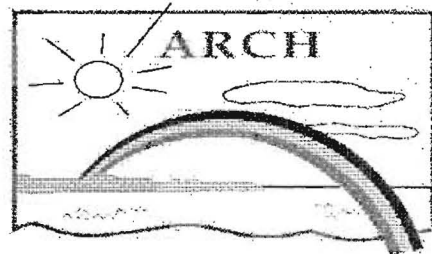
Come on out and hike, have fun, and raise funds for ARCH! ARCH is here for our community. **Here's an opportunity to show your support.**



Sunday May 2, 2010
2:30 pm to 5 pm

Hike starts at Sault Canal National Historic Site, along boardwalk to Art Gallery of Algoma and back.

Please sign up on the attached pledge sheet. Enjoy the hike, have fun and raise funds for ARCH! (942-1556)

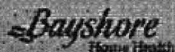
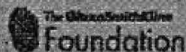


The Algoma Residential Community Hospice (ARCH), located in a beautiful natural setting on Fourth Line in Sault Ste. Marie, is committed to the belief that life is meant to be lived fully with dignity and comfort to the end.

Dedicated staff, volunteers and community partners provide compassionate care to meet the physical, emotional, social and spiritual needs of those we are privileged to serve.

ARCH is here for the community. Here's an opportunity to show your support.

For more information contact your local Hike site or the National information line:
1-877-203-4636 or visit us on the web at
www.hikeforhospice.com



100% of all funds raised in our community stay in our community

COME **Hike** WITH US!

Sunday, May 2, 2010

What's Happening?

This spring, people across Canada will gather pledges and then Hike to raise public awareness for hospice palliative care. This major fundraising initiative will help advance the hospice palliative care initiatives in your local community.

What is Hospice Palliative Care?

Hospice palliative care provides physical, psychological, social, spiritual and practical support to people living with life-threatening illness, their loved ones and the bereaved.

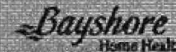
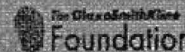
Why Hike?

- 80 % of Canadians say they want quality hospice at the end of life, yet less than 15% have access to it.
- Hospice palliative care is currently under funded and under recognized.

Team Up!

Form a team and Hike with friends, family or coworkers. Simply designate a team captain, choose a team name and together have a ton of fun!

All proceeds raised stay here in Sault Ste. Marie to help cover operational costs for the Algoma Residential Community Hospice



501

 Canadian Hospice Palliative Care Association
Association canadienne de soins palliatifs

100% of all funds raised in
our community stay in our
community



The GlaxoSmithKline
Foundation

Bayshore
Nurse Health

PLEDGES IN MEMORY OF:

IN HONOR OF:

[illegible]

55

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



2010 04 07

MEMO TO: Council
SUBJECT: Freezing (Roll Back) Wages of Non-Union Staff as of February 1, 2010

Both the Federal and Provincial governments are freezing compensation of all non-unionized public sector employees and other political and legislative assembly staff. With our up and coming budget, I believe it is a reasonable question for Council to know the answer of the effectiveness of freezing (rolling-back) wages of non-union staff as of their anniversary date, which I understand to be February 1, 2010.

I am requesting a report for budget on the saving that could be realized.

Respectfully submitted,



John Rowswell,
MAYOR

5(e)

SOOTODAY.com

Mayor wants a report on wage freeze savings

By Carol Martin

SooToday.com

Monday, April 05, 2010



Sault Mayor John Rowsell endorses Ontario Premier Dalton McGuinty's call for wage freezes.

He supports the idea so strongly that he voluntarily froze his own salary this year.

Actually, the mayor was ahead of the game because he refrained from bumping up his pay last year as well.

"It's just the right thing to do in these times," Rowsell tells SooToday.com. "There's a reason the premier is calling for this and maybe we in the municipality should be looking at it."

While many municipal workers are unionized employees with collective bargaining contracts that don't allow for wage freezes, Rowsell said he's curious to know how much the City could save in the next budget if non-unionized staff wages were frozen for one year.

"There's a budget coming up and we don't really know how much we're getting yet," he said. "Councillors should have a report so they can make a fully informed decision."

In the face of a projected \$21.3 billion deficit for 2009-10, Ontario has extended the current salary freeze for MPPS from one year to three years.

It has also frozen compensation for all non-unionized political and Legislative Assembly staff and some other public-sector employees.

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Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca



5(f)

MAR 29 2010

RECEIVED
MAR 31 2010
MAYOR'S OFFICE

His Worship John Rowswell
Mayor
City of Sault Ste. Marie
PO Box 580
99 Foster Drive.
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mayor Rowswell:

Re: 2010 Highway Connecting Link Allocation

The Ministry of Transportation is pleased to advise you that the City of Sault Ste. Marie has been approved to receive \$862,500 towards your connecting link project, specifically:

Project Location	Project Description	Maximum Allocation
Hwy 17, Great Northern Road, Root River Bridge	Bridge Rehabilitation	\$862,500

In order to receive funding the province requests the following information:

- An authorizing by-law/council resolution which should be dated no later than March 31st, 2010. The by-law/council resolution should reference:
 - That a maximum of \$862,500 allocated to the City of Sault Ste. Marie by the province will be used for the specified Connecting Link capital improvements on Hwy. 17, Great Northern Road rehabilitation of the Root River Bridge.
 - That a final project summary report detailing expenditures, use of provincial funding, and outcomes achieved shall be attested by the Chief Administrative Officer and submitted to the ministry. In addition the ministry may request an independent audit of the project.
 - Any funds intended for this project that are not used in accordance with ministry Connecting Link guidelines or the terms outlined above will be returned to the ministry.
- Completion of Project: Funds not expended by March 31st, 2012 will be returned to the province.

In addition the following reporting and accountability provisions will apply to this transfer:

Types of eligible expenditures:

- Costs directly related to the above noted connecting link project, provided the expenditures are necessary and prudent to achieve this project.
- Eligible works shall be determined as per the existing Connecting Link Guidelines and eligibility requirements.

Requirement for future reporting:

- A final summary report detailing total costs, types of expenditures, use of provincial funding, and specific outcomes achieved shall be submitted to the ministry within three months of project completion or complete use of funds.
- Project is to be completed by March 31st, 2012
- This report would include information that is to be reported on for eligible works as per the existing Connecting Link Guidelines and will be subject to review by MTO staff.
- This report should be submitted to:

Manager, Operations Office
Ministry of Transportation
Operations Office
301 St. Paul Street – 2nd Floor South
St. Catharines, Ontario
L2R 7R4
Fax 905-704-2777

Additional Information to be provided:

- Upon completion of your project pre award design and tender package, please provide a copy to your local ministry office.
- Other written periodic reports and information as may be requested by the Province of Ontario.

Right to independent verification/audit:

- The Province reserves the right to verify or audit any information submitted for completeness and accuracy, and to ensure that funds were used on eligible expenditures and for the purpose intended.

Right to recover funds:

- The Province reserves the right to recover up to and including the amount of funds provided, if it is determined that the funds provided were not used, or will not be used, for the intended purpose.

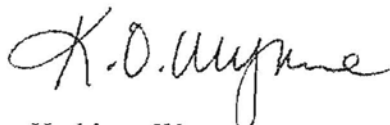
5(f)

- 3 -

I am pleased to be able to work co-operatively with your community in providing assistance towards the funding of this important project.

For questions related to the information provided above, administrative details for the completion of this, or to inform the ministry of any change in the above noted project, please contact your local Ministry of Transportation Office.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. O. Wynne', written in a cursive style.

Kathleen Wynne
Minister

c: Bruce McCuaig, Deputy Minister
David Oraziotti, MPP, Sault Ste. Marie
Joseph Fratesi, CAO

5(g)



Ministry of Transportation

Office of the Deputy Minister

3rd Floor, Ferguson Block
77 Wellesley Street West
Toronto ON M7A 1Z8
Tel.: 416 327-9162
Fax: 416 327-9185

Ministère des Transports

Bureau du Sous-ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley Ouest
Toronto ON M7A 1Z8
Tél. : 416 327-9162
Télec. : 416 327-9185

March 30, 2010

RECEIVED
MAR 31 2010
MAYOR'S OFFICE

His Worship John Rowswell
Mayor
City of Sault Ste. Marie
PO Box 580, Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mayor Rowswell:

As part of the province's commitment to supporting public transit, I am pleased to advise you that the City of Sault Ste. Marie has been authorized to receive a one-time grant of \$356,796 to be used for the replacement of municipal transit buses.

Please be advised that this letter constitutes notice of termination of the Ontario Bus Replacement Program.

The approved funds will be transferred to you by June 30, 2010, at which time the Ministry of Transportation will also provide details on reporting requirements and other accountability related requirements. These requirements will include, as a minimum, a description of the types of eligible expenditures for which the funding is intended, and reporting requirements on how the funds were used. In addition, the Province reserves audit rights to ensure that funds were used for the purpose intended and to recover funds if it is determined that they were not used, or will not be used, for the intended purpose.

The Province expects that any contracts for procuring replacement buses will be awarded in a transparent and fair process, and compliant with the Canadian Content Policy requirements.

Please acknowledge your receipt of this letter by signing and returning the enclosed duplicate copy of this letter to the address below by April 30, 2010 to initiate payment processing:

Michelle Pasqua
Manager, Controllershship Office
301 St. Paul Street
St. Catharines, Ontario
L2R 7R4

5(g)

.../2

His Worship John Rowswell
Page 2

Transit continues to be a priority for the province and we are committed to sustainable transit funding through the gas tax. The province's record transit investments since 2003 are improving public transportation, generating jobs, stimulating the economy and reducing greenhouse gas emissions and congestion. We will be including bus replacement costs as eligible expenses under the gas tax funding program.

If you have any questions regarding this matter, please contact Andrew Posluns, Director, Transit Policy Branch, at (416) 585-7347.

Sincerely,



Bruce McCuaig
Deputy Minister

c: David Oraziotti, MPP, Sault Ste. Marie

Acknowledged by
[His Worship John Rowswell]:

Signature and Title

Date

5(h)

DAVID ORAZIETTI MPP

HOME

BIOGRAPHY

MULTI-MEDIA

KEY LOCAL
ACHIEVEMENTSQUEEN'S
PARK

SERVICES

CONTACT

David Orazietti

Sault Ste. Marie



MEDIA

Releases

Releases

For Immediate Release
Date: March 25, 2010

Photo Gallery

ORAZIETTI ANNOUNCES PROVINCIAL INVESTMENT OF \$15 MILLION TO UPGRADE SHORT-LINE RAILWAY

McGuinty Government Committed To Northern Ontario's Economic Prosperity

Sault Ste. Marie - The McGuinty government delivered on its promise to provide \$15 million for the Huron Central Railway (HCR) in the 2010 provincial Budget, which was delivered today at Queen's Park, announced David Orazietti MPP.

"Our government understands that this railway line is essential to retaining and expanding present day business operations and jobs in North-Eastern Ontario and have not wavered from our position to support this project," said Orazietti. "Huron Central Rail will be able to carry out major capital repairs to the rail line's infrastructure so it can become self-sustaining, profitable and economically beneficial to our city and the entire region."

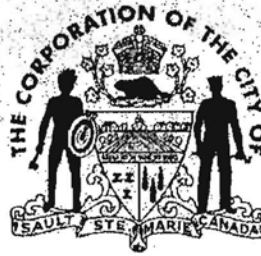
This provincial investment will help preserve 45 direct jobs, 100 indirect jobs from related and dependent industries and create numerous short-term jobs during the construction phase of the upgrade. The railway line provides direct rail access to at least 26 communities and First Nations and indirect access to many North-Eastern Ontario communities where thousands of people will benefit from the long-term stability of the short-line railway.

HCR will use this major capital investment to upgrade the railway line's existing infrastructure by repairing and replacing rail ties, anchors, bridges and generally improving the rail line so that the service can be profitable while maintaining long-term operations for local businesses. Essar Steel Algoma and Domtar represent 80% of rail traffic on the Sault Ste. Marie to Sudbury rail line.

Sault Ste. Marie has also benefited from the McGuinty government's investment in local infrastructure projects that include:

- \$408 million new Sault Area Hospital project
- \$77 million for new schools
- \$15 million for Invasive Species Research Centre
- \$8 million for a new Academic Building at Sault College
- \$8 million for Biosciences Centre at Algoma University
- \$7.8 million for Donald Doucet Youth Centre
- \$7.3 million for a new Algoma Public Health Building
- \$6.4 million to improve social housing
- \$5.6 million for Carryn's Way
- \$5.6 Million for OPP Forensic Building
- \$5 million to refurbish the Agawa Canyon Tour Train
- \$4.7 million for Essar Centre
- \$3.5 million to extend Third Line
- \$2 million for an innovative tire recycling project
- \$1.6 million to expand the Hub Trail and Waterfront Walkway
- \$1 million to improve local recreation facilities including the YMCA
- \$1.5 million NOHFC funding for improvements to rail service between Sault Ste. Marie and Sudbury

Joseph M. Fratesi, B.A., J.D. (LL.B.)
Chief Administrative Officer



5(i)

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 04 12

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

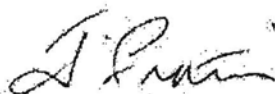
Dear Council:

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

1. **Carl Rosso – Social Services Department**
NOSDA – Annual General Meeting
April, 2010
Huntsville, ON
Estimated total cost to the City - \$ 1,091.44
Estimated net cost to the City - \$ 1,091.44
2. **Don Dzama – Public Works & Transportation – Parks Division**
Weed Inspector's Conference
April, 2010
Guelph, ON
Estimated total cost to the City - \$ 626.00
Estimated net cost to the City - \$ 626.00
3. **Eric Vanderburg – Social Services Department**
NATCON
April, 2010
Toronto, ON
Estimated total cost to the City - \$ 2,016.14
Estimated net cost to the City - \$ 1,008.07
4. **Ken Ferguson – Engineering & Planning**
Annual Servicing of Sewer Camera Truck
April, 2010
Vaughn, ON
Estimated total cost to the City - \$ 1,664.00
Estimated net cost to the City - \$ 1,664.00

5. **Bruce Lash – Fire Services**
CBRNE Joint Operating Planning Group Meeting
April, 2010
Barrie, ON
Estimated total cost to the City - \$ 979.70
Estimated net cost to the City - \$ 186.00
6. **Don Maki – Engineering & Planning – Building Division**
LCMBO Spring Workshop
May, 2010
Port Severn, ON
Estimated total cost to the City - \$ 1,155.00
Estimated net cost to the City - \$ 1,155.00
7. **Joe Fratesi & Bill Therriault – CAO's Office**
Meeting with Canadian Pacific-Regarding Huron Central Rail
April, 2010
Montreal, ON
Estimated total cost to the City - \$ 2,063.26
Estimated net cost to the City - \$ 2,063.26

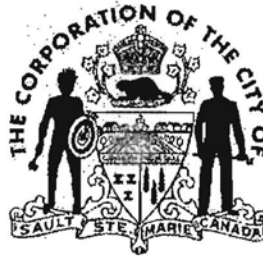
Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

Ralph Robertson
Manager of Purchasing



5(K)
Finance Department
Purchasing Division

2010 04 12

Mayor John Rowswell and
Members of City Council
Civic Centre

Re: Tender for Selected Granular Materials

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Selected Granular Materials as required by the City Corporation.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held March 31, 2010, with Councillor Pat Mick representing City Council.

The tenders received have been thoroughly evaluated and reviewed, taking into consideration pit locations, job requirement locations and prices, with Mr. Jim Elliott, P. Eng., Commissioner of Public Works and Transportation. We have determined that issuing a Standing Order to each firm, and using the different pit locations with reference to the job site location, along with the lowest tendered price, will best suit the construction needs of the Works Centre.

Also included on the summary is the pricing submitted by the sole supplier, for an alternative granular product, for which there is a need in certain construction applications. I am recommending that our requirements for Blast Furnace Slag be awarded to Superior Slag Products, for a period of one (1) year at their tendered price of \$5.50 per tonne.

It is further my recommendation that the tender for the supply of Selected Granular Materials for a period of two (2) years be awarded on an as required basis. We will use all pricing supplied, along with the City job site location and availability determined by Mr. Jim Elliott and his staff, for the lowest cost rating for each job as they arise, based on the submitted pricing.

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson
Manager of Purchasing

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

RECOMMENDED FOR APPROVAL

SUMMARY OF TENDERS
SELECTED GRANULAR MATERIALS (PRICES AT PITS)

<u>Product Description</u>	<u>Brandes Aggregates Ltd.</u> <u>Sault Ste. Marie, ON</u>		<u>Ellwood Robinson Ltd.</u> <u>Sault Ste. Marie, ON</u>		<u>Pioneer Construction Inc.</u> <u>Sault Ste. Marie, ON</u>		<u>Possamai Construction</u> <u>Sault Ste. Marie, ON</u>		<u>Superior Slag</u> <u>Sault Ste. Marie, ON</u>
	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>One Year Firm</u> <u>Pricing Per Tonne</u>
Granular "B"	\$3.45	\$3.55	\$2.70	\$3.00	\$2.90	\$2.90	\$2.85	\$2.85	
22.4 mm Granular "A"	\$7.20	\$7.35	\$7.24	\$7.74	\$6.80	\$6.80	\$6.85	\$6.85	\$5.50
Sewer Bedding and Cover Material	\$3.65	\$3.75	\$5.00	No Bid	\$4.55	\$4.70	\$3.95	\$3.95	(Alternate Slag Product)
13.2 mm Class 1 Washed Stone Chips	\$32.00	\$32.75	No Bid	No Bid	\$35.05	\$36.05	No Bid	No Bid	
37.5 mm Clear Stone	\$19.50	\$19.95	No Bid	No Bid	\$20.05	\$21.05	\$18.00	\$18.00	
Pit Location:	2125 Gr. Northern Road		Gran. B-Caldwell Gran A-Brule Rd. Sewer Bedding-Spadoni		845 Old Goulais Bay Rd.		Maki Road		

Note: Applicable taxes are extra. Transportation of material at additional cost by the City's forces.

Orders will be issued to the Bidder only after the lowest cost rating is determined by using their tendered prices plus transportation costs to each City job site as required.

It is my recommendation that Standing Orders be issued to all Vendors, with no guarantee to any one firm.

Ralph Robertson
Manager of Purchasing

5(K)



2010 04 12

Mayor John Rowsell
and Members of City Council
Civic Centre

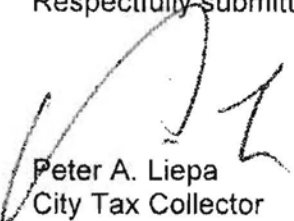
RE: Property Tax Appeals

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

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,


Peter A. Liepa
City Tax Collector

PAL/md

Attach.

Recommended for Approval:


William Freiburger
Commissioner of Finance & Treasurer


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

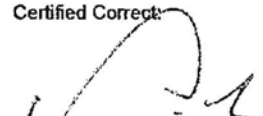
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

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

DATE: 2010 04 12
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
010-070-127-24	00174 Queensgate Blvd	Community Living Algoma	RT	B	09-038	\$4,263.92	\$423.04	\$4,686.96
020-038-132	00082 Grace Street	Sabwarwal Sadhana	RT	D	09-039	\$15.70	\$0.11	\$15.81
020-042-016	00471 Albert Street East	Ferguson Teresa Ann	CT/RT	A	09-040	\$1,094.84	\$97.53	\$1,192.37
030-075-011-96	00696 Old Garden River Rd	Meyers Tracy & Curtis	CT/RT	A	09-041	\$290.75	\$0.93	\$291.68
050-028-097	00006 Lloyd Street	Estate of Gordon R. Papineau	RT	D	09-042	\$257.41	\$24.30	\$281.71
Certified Correct:						\$5,922.62	\$645.91	\$6,468.53

Certified Correct:


Peter A Liepa
Tax Collector

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

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

5(1)

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

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

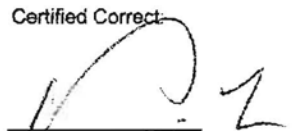
DATE: 04/12/10
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
010-070-127-24	00174 Queensgate Blvd	Community Living Algoma	RT	B	08-055	\$3,335.50	\$407.36	\$3,742.86

Certified Correct:

REPORT TOTAL

\$3,742.86


Peter A. Liepa
City Tax Collector

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

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

5(1)

5(m)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2010 04 12

Mayor John Rowswell and
Members of City Council

Re: 2010 Budget Meeting

The 2010 Municipal Budget Meeting is scheduled for Tuesday, April 27, 2010 at 4:30 pm in the Council Chamber.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

RECOMMENDED FOR APPROVAL

Joseph M. Frateci
Chief Administrative Officer

Scott McLellan
Manager of Budgets
and Revenue



Finance Department

2010 04 12

Mayor John Rowswell and
Members of City Council

**Re: Corporation of the City of Sault Ste. Marie –
User Fees – By-law 2010-2**

Prior to Council's review of the 2010 Budget, it is appropriate to review our User Fees and bring forward recommendations for changes in order that these changes can be included in the 2010 Budget. The Schedules to the By-law (By-law 2010-2) are attached to this Report.

The User Fee Review process involves sending a copy of By-law 2009-35 (2009 User Fees) to all departments. Departments are asked to review their current fees based on market conditions, related costs etc. and to recommend changes for 2010.

There are no changes recommended to any fees charged by the Clerk's Department, Fire Department, Legal Department, Public Works and Transportation Department or the Historic Sites Board's fees which are included on Schedule B. This report does not deal with any fees imposed by the Library Board or Police Services Board. Council also approved changes to Building Permit fees through By-law 2008-148 approved on September 8, 2008. Cemetery fees are also covered separately in By-law 99-2008.

The most significant item impacting the cost of municipal user fees is the July 1st implementation of the HST (Harmonized Sales Tax). This new tax effectively increases our user fees by 8.00%, however, this money does not flow to the City. The majority of our user fees are currently subject to GST (Goods and Service Tax) and therefore will be subject to the HST. This tax is being collected for the Senior levels of Government and does not provide additional revenue for the City. Departments have considered the new tax in their recommendations and consequently there are few increases recommended to the City fees.

There are still some areas of the HST that require clarification. The vast majority of municipal user fees are currently subject to the GST (Goods and Service Tax) and therefore will be subject to HST. The exceptions include Transit, Day Care and Landfill which are exempt. Parking Operations currently included both the GST and PST.

The individual departments have been requested to attend the Council meeting in order to answer any questions pertaining to their recommended fee adjustments.

Community Services Department (Schedule B)

Marina Fees : As a result of market pressures the daily dockage rates have been decreased.

Day Nurseries : There are new fees for unsubsidized parents for before and after school services. It is anticipated that these fees will offset the anticipated revenue loss that may result from the Board of Education's pre and after school programs.

Engineering & Planning Department (Schedule C)

Sub Division Agreement : There is a recommendation to establish a new fee of \$ 1,000.00 for the preparation of a Subdivision Agreement.

Property Standards Appeal Fee : There is a recommendation to establish a new fee of \$ 100.00 for the preparation of a Property Standards Appeal.

Variance & Consent Applications : The Engineering & Planning Department is recommending increasing all categories of the application by \$ 50.00 per application.

These adjustments and new fees are anticipated to result in additional revenue of \$ 9,000.00.

Finance Department (Schedule D)

Accounting Fees: The fees charged to the Library Board for Accounting and Payroll Services is recommended to increase from \$ 9,665.00 to \$ 9,955.00. This is an annual internal charge and the amount is included in the 2010 Budget.

RECOMMENDATION

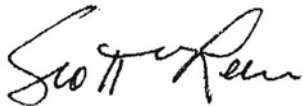
The User Fees as submitted by the various Departments are recommended for Council's approval and will result in additional revenue for the 2010 Budget of \$ 9,000.00.

As noted above, on July 1, 2010 the HST (Harmonized Sales Tax) is scheduled to take effect. Many of our fees are currently subject to the GST and therefore will be subject to the new HST. The new tax provision will increase the cost of the user fees by 8.00%.

We recommend that Council confirm that the current User Fees charged by the City are appropriate. Due the imposition of the HST, staff deferred our plan to develop a policy that would include a provision to automatically increase some user fees on an annual basis subject to inflation and other market conditions and concerns. This approach may not be practical in all circumstances as market conditions may impact the fees charged to a larger extent than inflationary costs.

By-law 2010-2 appears elsewhere on the agenda.

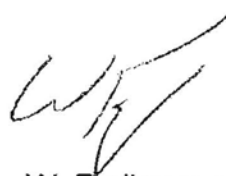
Respectfully submitted,



S. McLellan
Manager of Budgets
and Revenue

attachments

Recommended for approval,



W. Freiburger, CMA
Commissioner of
Finance and Treasurer

[illegible]

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "B"
COMMUNITY SERVICES DEPARTMENT

<i>GL Account Number</i>	<i>Services Offered</i>	<i>2009 Current Fee</i>	<i>2010 Proposed Fee</i>	<i>GST/HST Y or N</i>	<i>By-Law or Resolution Reference</i>
10-500-5030-5415	BONDAR PAVILION				
	- Full Day Rental - Non Profit Group	135.00	135.00	Add	
	- Part Day Rental - Non Profit Group	85.00	85.00	Add	
	- Full Day Rental - Commercial	520.00	520.00	Add	
	- Part Day Rental - Commercial	270.00	270.00	Add	
	- Wedding Receptions	595.00	595.00	Add	
	- Clean Up - Minor	50.00	50.00	Add	
	- Clean Up - Major	200.00	200.00	Add	
	- Barriers	1.00	1.00	Add	
	- Tables	4.00	4.00	Add	
	- Chairs	0.40	0.40	Add	
	- Sound System (per day)	25.00	25.00	Add	
	- Kitchen (per day)	50.00	50.00	Add	
	- Supervision of Volunteers (per hour)	10.00	10.00	Add	
	MARINA FEES				
10-500-5040-	- Fuels	Road Price + \$ 0.02	Road Price + \$ 0.02		
10-500-5050-	- Lock Tours - Dockage & Building Rental - Annual Fee	6,000.00	6,000.00	Add	
	- Sewage Pumpouts - per service	10.00	10.00	Add	
	- Cruise Ship Dockage Fee - rate per meter	5.00	5.00	Add	
	- Cruise Ship - Passenger disembarkment/embarkment fee	1.50 / passenger	1.50 / passenger	Add	
	- Bondar - Slip Rental - Daily - per foot	1.50	1.15	Add	
	- Bondar - Slip Rental - Weekly - per foot	6.00	6.00	Add	
	- Bondar - Slip Rental - Monthly - per foot	18.00	18.00	Add	
	- Bondar Dock - Ship/Barge Dockage (per metre)	0.14 / hr	0.14 / hr	Add	
		1.53 max / day	1.53 max / day	Add	
		30.00/month	30.00/month	Add	

5(n)

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
5170 & 5171	DAY NURSERIES				
	Unsubsidized - Before School		9.30	No	DSSAB Directed
	Unsubsidized - After School		14.00	No	DSSAB Directed
10-500-5170-5560	Subsidized Child Care based on ability to pay (per day)	2.50 to 36.40	2.50 to 36.40	No	DSSAB Directed
10-500-5170-5561	Unsubsidized - Full Day	36.41	36.41	No	DSSAB Directed
10-500-5171-5560	Unsubsidized - Half Day plus Lunch	20.10	20.10	No	DSSAB Directed
10-500-5171-5561	Unsubsidized - Half Day	18.50	18.50	No	DSSAB Directed
	MUNICIPAL BEST START PROGRAM				
10-500-5172-5560	Subsidized Child Care based on ability to pay (per day)	2.50 to 37.27	2.50 to 37.27		2009 Arena Fees and Pool Fees tax included. 2010 tax plus pricing. The GST has been backed out and the appropriate taxes will be added as required by law.
	Unsubsidized - Before School	9.30	9.30		
	Unsubsidized - After School	14.00	14.00		
	Unsubsidized - Half Day plus Lunch	20.10	20.10		
	Unsubsidized - Before and After School plus Lunch	37.28	37.28		
	Note - a 5.0 % discount applies to all fees paid 3 months in advance				
5120/5130/5140	ARENA FEES				
	- Soo Greyhounds - agreement covered by separate By-law				
	- Admission - High school Hockey - Adults	3.00	2.88	Add	High School Hockey rates increased to the nearest quarter when 13% tx is added for speed of sales.
	- Admission - High school Hockey - Students & Seniors	2.00	2.21	Add	
	- Admission - High school Hockey - Children	1.00	1.11	Add	
	- Ice Rentals - per hour - Prime Time - Adult	136.11	129.63	Add	
	- Ice Rentals - per hour - Prime Time - Youth	126.21	120.20	Add	
	- Ice Rentals - per hour - Prime Time - Organized	107.74	102.61	Add	
	- Ice Rentals - per hour - Prime Time - Tournament	79.95	76.14	Add	
	- Ice Rentals - per hour - School Board	79.95	76.14	Add	
	- Ice Rentals - per hour - Non Ice (Lacrosse)	50.22	47.83	Add	
	- Ice Rentals - per hour - Non Prime Time - Winter -Adult	79.95	76.14	Add	
	- Ice Rentals - per hour - Non Prime Time - Adult - Summer	116.00	110.48	Add	
	- Ice Rentals - per hour - Non Prime Time -Youth - Winter	79.95	76.14	Add	
	- Ice Rentals - per hour - Non Prime Time -Youth - Summer	95.50	90.95	Add	

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GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	ARENA FEES (continued)				
	- Ice Skating - Admission - Adult	2.75	2.62	Add	
	- Ice Skating - Admission - Student	2.00	1.90	Add	
	- Ice Skating - Admission - Senior	2.00	1.90	Add	
	- Ice Skating - Admission - Child	1.50	1.43	Add	
	- Rental of McMeeken or Rhodes Centre - per day	800.00	800.00	Add	
5110	POOL FEES				
10-500-5110-5640	- Public Swim Admission - Adult Aquatics	4.00	3.81	Add	
	- Public Swim Admission - Senior Aquatics	3.00	2.86	Add	
	- Public Swim Admission - Adult	4.00	3.81	Add	
	- Public Swim Admission - Child / Senior	2.50	2.38	Add	
	- Public Swim Admission - Family	10.00	9.52	Add	
	- Pool Rental - per hour - SSMAC - renter provides supervision	45.00	42.86	Add	
	- Pool Rental - per hour - School Boards - includes 3 instructors	92.00	87.62	Add	
	- Pool Rental - per hour - Cadets/Underwater Hockey - inc lifeguards	60.89	57.99	Add	
	- Pool Rental - per hour - Public - includes lifeguards	100.00	95.24	Add	
10-500-5110-5641	- Public Lessons - per lesson (10 to 12 lessons) + surcharge	6.50	6.50	Add	
	- Swim Meet - Special Rate (per hour)	35.00	33.33	Add	
	RENTALS				
	- Rental Gymnastics Club - Rhodes Centre - per month				
	- Rental Restaurant - Rhodes Centre - per month				
	- Rental Pro Shop - Rhodes Centre - per month				
	The above Rentals are governed by Agreements approved by Council.				

575)

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-500-5010-5614	ATHLETIC FIELDS				
	- Slowpitch Fields - Adult per diamond per evening	52.50	52.50	Add	
	- Youth Ball - per diamond per evening	26.25	26.25	Add	
	- Slowpitch (Ball) Fields - Tournaments per Diamond per Day	33.60	33.60	Add	
	- Sault Amateur Soccer Association - Adult per field per night	52.50	52.50	Add	
	- Sault Youth Soccer Association - per field per night	26.25	26.25	Add	
	- Soccer Tournaments - per field per day	33.60	33.60	Add	
	- High School Soccer - per Season	0.00	0.00	Add	
	- High School Soccer - per field per day	26.25	26.25	Add	
	- High School Soccer Tournament- per field per day	33.60	33.60	Add	
	- Steeler Football - per game	420.00	420.00	Add	
	- Touch Football - per field per night	26.25	26.25	Add	
	- High School; Football - per season	6,395.00	6,395.00	Add	
	- Dressing Room Rental per event	26.25	26.25	Add	
	- Public Address System - per event	26.25	26.25	Add	
	- Beer Garden - per event per day	26.25	26.25	Add	
	- Sabercats Football - per game	210.00	210.00	Add	
	- Soo Minor Football - per evening (practice)	26.25	26.25	Add	
	- Soo Minor Football - per day game fee (QE "B")	105.00	105.00	Add	
	- Soo Minor Football - fee for Rocky DiPietro Field per day	210.00	210.00	Add	
	- Speed Skating Club - per competition	525.00	525.00	Add	
	- Special Event Booking - Event more than 500 people	525.00	525.00	Add	
	- Special Event Booking - Event more than 200 people	262.50	262.50	Add	
	- Special Event - Garbage Pick-up and Recycling	200.00	200.00	Add	
Note	Did not add 5% increase as approved by Council for 2010 due to addition of HST. Will incorporate 5% increase in 2011 and 2012.				

5(n)

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-550-5550-5630	HISTORIC SITES BOARD				
	- Membership - Adult	12.00	12.00	Add	Historic Sites
	- Membership - Family	20.00	20.00	Add	Board Resolution
	- Membership - Senior	5.00	5.00	Add	
	- Membership - Group/Business	25.00	25.00	Add	
	- Admission - Adult	5.00	5.00	Add	
	- Admission - Seniors / Children	3.00	3.00	Add	
	- Admission - Child under 3 years of Age	Free	Free	Add	
	- Admission - Family	18.00	18.00	Add	
	- Admission - Self Guided Group (10 or more) Adults	4.00	4.00	Add	
	- Admission - Self Guided Group (10 or more) Seniors/Children	3.00	3.00	Add	
	- Admission - Guided Tour Group (10 or more) Adults	5.00	5.00	Add	
	- Admission - Guided Tour Group (10 or more) Seniors / Children	4.00	4.00	Add	
	Education Tours - per student (basic rate)	2.00	2.00	Add	
	(basic rate X length of program + activity cost)				
	- JK & SK = 1 hour				
	- Grades 1 to 7 & Christmas = 1.5 hours				
	- Baking \$ 0.50 / student/ item)				
	- Take Home Craft \$ 1.00 / student + item				
	- Christmas - per student - (includes craft and baking)	3.75	3.75	Add	
	- Brownie / Guide - 2 hour program - per participant (follow fees of Ed)	5.00	5.00	Add	
	- Sparks / Beavers - 1.5 hour program - per participant (follow Fees of Ed)	5.00	5.00	Add	
	- workshops of any kind - minimum 1.5 hrs per participant	10.00 + supplies	10.00 + supplies	Add	
	- Outreach rental of education Kits	25.00/ 2 weeks	25.00/ 2 weeks	Add	
	- Outreach Programs	25./ hr + supplies	25./ hr + supplies	Add	

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	- Special Events & Happenings in the House				
	- Seniors Tea - per person	3.00	3.00	Add	
	- Fur Festival - per person	5.00	5.00	Add	
	- Blueberry Tea - per person	5.00	5.00	Add	
	- Blueberry - Pancake Breakfast - adult	7.00	7.00	Add	
	- Blueberry - Pancake Breakfast - senior	6.00	6.00	Add	
	- Blueberry - Pancake Breakfast - child (over 3 yrs)	4.00	4.00	Add	
	- Harvest Festival - per person	5.00	5.00	Add	
	- Evening in the Summer Kitchen	40.00	40.00	Add	
	- Christmas Open House -	Admission Fee	Admission Fee	Add	
	- Heritage Lunch (per person)	12.00	12.00	Add	
	- Heritage Dinner (per person)	25.00	25.00	Add	
	- Special Rate - Cultural Passport	% of Full Rate	% of Full Rate	No	
	- Special Rate - Marketshare Tourism Pass	% of Full Rate	% of Full Rate	No	
	Brick Purchase (Walkway to History)	50.00	50.00	No	
	Plaque Purchase (Walkway to History)	100.00 to 500.00	100.00 to 500.00	No	
	Site User Fees: (Weddings, parties, Photographs, Film Crews)				
	Basic Rental Not for Profit - 1/2 day (up to 4 hrs.)	100.00	100.00	Add	
	Basic Rental Commercial - 1/2 day (up to 4 hrs.)	250.00	250.00	Add	
	Basic Rental Not for Profit - Full day (4 to 10 hrs.)	150.00	150.00	Add	
	Basic Rental Commercial - Full day (4 to 10 hrs.)	450.00	450.00	Add	
	Basic Rental for Wedding Ceremony and/or photographs	200.00	200.00	Add	
	Basic rental for Film Crew (per hour)	100.00	100.00	Add	
	Supervisory Fees (added to basic rental rate) (per hour)	10.00	10.00	Add	

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	Research User Fees				
	Individual research request	10.00	10.00	Add	
	Yearly research privileges	50.00	50.00	Add	
	Reproduction Fees - photocopying (per page)	0.25	0.25	Add	
	Reproduction Fees - photograph scans (printed/disk)	5.00	5.00	Add	
	Map reproduction - will be subject to the sq. ft. rate of another				
	business plus (administration fee)	\$25.00	\$25.00	Add	

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "C"
ENGINEERING & PLANNING DEPARTMENT

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-300-3020-5402	PRINCE TOWNSHIP PLANNING FEES				
	- Retainer Fee for Planning Services	0.00	0.00	-	
	- Retainer for Building Inspections and Plans Examinations	6,000.00	6,000.00		By-law 2008-166
10-300-3030-5542	REZONING FEES				
	- Sale of City Official Plan	\$ 30.00 / plan	\$ 30.00 / plan	No	
	- Official Plan Amendment	\$ 600 / amend	\$ 600 / amend	No	
	- Rezoning Application Fee	\$ 600.00 / app	\$ 600.00 / app	No	
	- Combined Official Plan & Rezoning Application	\$ 1000.00 / app	\$ 1000.00 / app	No	
	- Subdivision Approval Fee	\$ 1000.00 / app	\$ 1000.00 / app	No	
	- Condominium Approval Fee	\$ 750.00 / app	\$ 750.00 / app	No	
	- Site Plan Review (Development Control)	\$ 250.00 / app	\$ 250.00 / app	No	
	- Signs	\$ 50.00 / sign	\$ 50.00 / sign	No	
	- Deferred Application	\$ 50.00 / app	\$ 50.00 / app	No	
	- Deferred Application if new Notice is Required	\$ 250.00 / app	\$ 250.00 / app	No	
	- Preparation of a Subdivision Agreement		\$1,000 / app	No	NEW
10-300-3038-5540	COMMITTEE OF ADJUSTMENT FEES				2000-165
	- Minor Variance Application (Single Unit Residential)	\$ 200.00 / app	\$ 250.00 / app	No	
	- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	\$ 300.00 / app	\$ 350.00 / app	No	
	- Minor Variance Application (Multiple Unit >4 & Other Zones)	\$ 400.00 / app	\$ 450.00 / app	No	
	- Deferred Minor Variance Application	50.00 / app	50.00 / app		
	- Consent Application (Lot Addition)	\$ 300.00 / app	\$ 350.00 / app	No	
	- Consent Application (New Lot Creation)	\$ 300.00 / app	\$ 350.00 / app	No	
	- Deed Issuance Application Fee	\$ 100.00 / deed	\$ 100.00 / deed	No	
	- Deferred Application Fee	75.00 / app	75.00 / app	No	
	- Deferred Application Fee if New Notice Required	1/2 App Fee	1/2 App Fee	No	
	- Property Standards Appeal Fee		\$ 100.00 / app	No	NEW

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-300-3020-5741	SEWER CONNECTIONS				4440 & 96-32
	- 100 mm diameter lateral per connection	\$2,815.00	\$2,815.00	No	
	- 150 mm diameter lateral per connection	\$3,045.00	\$3,045.00	No	
	- Additional Connection Charges				
	- Class A Pavement - Additional Charge	\$1,445.00	\$1,445.00	No	
	- Class B Pavement or Surface Treatment- Additional Charge	\$1,175.00	\$1,175.00	No	
	- Curb and Gutter - Additional Charge	\$815.00	\$815.00	No	
	- Concrete Sidewalk - Additional Charge	\$1,000.00	\$1,000.00	No	
	- CCTV Sewer Inspection	\$ 145./hr	\$ 145./hr	No	
10-300-3020-5721	CULVERTS				
	- Single Driveway	915.00 / Driveway	915.00 / Driveway	No	See By-law 69-150
	- Double Entrance Driveway	1,785.00 / Driveway	1,785.00 / Driveway	No	See By-law 69-150
	- Additional Charges				
	- Culvert Couplings	\$ 55.00 / coupling	\$ 55.00 / coupling	No	See By-law 69-150
	- Additional Culvert length	\$ 185.00 / meter	\$ 185.00 / meter	No	See By-law 69-150
10-300-3000-5446	DIGITAL DATA FEES				
	- Info Light	25.00	25.00	No	
	- Full data Extract	250.00	250.00	No	
	- Digital Orthophotos (1km grid	100.00	100.00	No	
	- Aerial Mosaic	500.00	500.00	No	
	BUILDING PERMITS				
	* See By-law 2008-148				

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "D"
FINANCE DEPARTMENT

<i>Account Number</i>	<i>Services Offered</i>	<i>2009 Current Fee</i>	<i>2010 Proposed Fee</i>	<i>GST/HST Y or N</i>	<i>By-Law or Resolution Reference</i>
10-140-1410-5702	LOTTERY LICENCES				
	- Raffle under \$ 50,000 value	\$ 10.00 or 1 % of the	\$ 10.00 or 1 % of the	No	
		Prize Value	Prize Value		
	- Raffle over \$ 50,000 value	to Province	to Province	No	
	- Bingo - prize under \$ 5,500	0	0	No	
	- Bingo - prize over \$ 5,500	to Province	to Province	No	
	- Bazaar (Maximum 3 wheels)	\$ 10.00 / wheel	\$ 10.00 / wheel	No	
	- Nevada Tickets	3% of Prize Value	3% of Prize Value	No	
10-140-1410-5701	GENERAL LICENCES				
	- Limousine Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Limousine Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Limousine Owner - Initial	\$400.00	\$400.00	No	Police By-law 154
	- Limousine Owner - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Limousine Vehicle - Initial	\$100.00	\$100.00	No	Police By-law 154
	- Limousine Vehicle - Renewal	\$50.00	\$50.00	No	Police By-law 154
	- Replacement Driver Badge	\$5.00	\$5.00	No	Police By-law 154
	- Pawnbroker (Annual)	\$250.00	\$250.00	No	2003-52
	- Peddler - Resident Produce, Daily (Annual)	\$250.00	\$250.00	No	2003-53
	- Plumber - Master	\$20.00	\$20.00	No	2003-54
	- Sightseeing Bus - Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Sightseeing Bus - Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Sightseeing Bus - Owner - Initial	\$400.00	\$400.00	No	Police By-law 154
	- Sightseeing Bus - Owner - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Sightseeing Bus - Vehicle - Initial	\$100.00	\$100.00	No	Police By-law 154
	- Sightseeing Bus - Vehicle - Renewal	\$50.00	\$50.00	No	Police By-law 154

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Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	- Taxi - Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Taxi - Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Taxi - Owner - Initial (Includes 1 vehicle)	\$400.00	\$400.00	No	Police By-law 154
	- Taxi - Owner - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Taxi - Broker - Initial (includes 1 vehicle)	\$400.00	\$400.00	No	Police By-law 154
	- Taxi - Broker - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Taxi - Vehicle - Initial	\$100.00	\$100.00	No	Police By-law 154
	- Taxi - Vehicle - Renewal	\$50.00	\$50.00	No	Police By-law 154
	- Hotel Shuttle Bus - Owner - Initial (inc 1 vehicle)	\$200.00	\$200.00	No	Police By-law 154
	- Hotel Shuttle Bus - Owner - Renewal	\$50.00	\$50.00	No	Police By-law 154
	- Hotel Shuttle Bus - Vehicle - Initial	\$50.00	\$50.00	No	Police By-law 154
	- Hotel Shuttle Bus - Vehicle - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Hotel Shuttle Bus Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Hotel Shuttle Bus Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Adult Entertainment Parlour - Owner / Operator - Annual	\$2,000.00	\$2,000.00	No	90-318
	- Adult Entertainment Parlour - Owner - Annual	\$2,000.00	\$2,000.00	No	90-318
	- Adult Entertainment Parlour - Operator - Annual	\$2,000.00	\$2,000.00	No	90-318
	- Adult Entertainment Parlour - Burlesque Attendant - Annual	\$75.00	\$75.00	No	90-318
	- Amusement Arcade (Annual)	\$250.00	\$250.00	No	2003-50
	- Food Vending	\$225.00	\$225.00	No	2003-51
10-800-8000-5841	PENALTIES & INTEREST ON TAXES				
	- On the First Day after the due date	1.00 % / month	1.00 % / month	No	96-58
	- On the First day of each month that the Taxes remain unpaid				
	- On January 1st of the following year and each month thereafter				
10-140-1405-5881	LIBRARY ACCOUNTING FEES				
	- Accounting / Data Processing Fees - Library Board	9,665.00	9,955.00	No	
10-140-1405-5882	DSSAB ACCOUNTING SERVICES				
	- Accounting Services - District Social Services Admin Board	18,720.00	18,720.00	No	By-law 2003-132

Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-140-1405-5883	SAFE COMMUNITIES ACCOUNTING SERVICES				
	- Accounting Services - Safe Communities Partnership	150.00	150.00	No	
10-800-8000-5842	INTEREST - ACCOUNTS RECEIVABLE				
	- On all accounts more than 30 days old	1.00 % / month	1.00 % / month	No	
10-140-1410-5884	TAX CERTIFICATES				
	- Tax Certificate (Certified Statement of Tax Account Status)	\$40.00	\$40.00	No	96-59
10-140-1410-5885	TAX SEARCH & CONFIRMATIONS				
	- Confirmation - Previous Years per property per year	\$10.00	\$10.00	No	
	- Multiple Tax Balances per Property (bank searches)	\$5.00	\$5.00	No	
10-140-1405-5880	EMPLOYEE PC PURCHASES				
	- Interest Charged on Computer Purchases by City Personnel	5.00%	5.00%	No	
10-140-1405-5873	PAYROLL GARNISHEE				
	- Fee for Garnishee of payroll Cheque per pay per cheque	\$10.00	\$10.00	No	Set by Province
10-140-1405-5872	NSF CHEQUE FEE				
	- Fee for a cheque being returned per cheque	\$25.00	\$25.00	No	

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "F"
LEGAL DEPARTMENT

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS				
10-150-1500-5751	SACKVILLE ROAD	\$ 200.00 / month	\$ 200.00 / month	No	98-87
10-150-1500-5753	LYONS AVE & WELLINGTON	\$ 85.00 / month	\$ 85.00 / month	No	3807
10-150-1500-5754	KORAH BRANCH LIBRARY	\$ 3,600.00 annual	\$ 3,600.00 annual	No	
10-150-1500-5755	STRATHCLAIR - SMB	1.00 annual	1.00 annual	No	92-68
10-150-1500-5758	STEELTON SENIOR CENTRE (no Rent - July & August)	\$ 400.00 / month	\$ 400.00 / month	No	93-142
10-150-1500-5781	ANNUAL ENCROACHMENTS	Varies	Varies	No	Various
10-150-1500-5783	Algoma Health Unit Rental - Civic Centre	\$ 17,422.50 / month	\$ 17,422.50 / month	No	99-43
	S.S.M. Parking Operations - Rental - Transit Building	\$ 584. / month	\$ 584. / month	No	2001-136
10-150-1500-5784	CIVIC CENTRE-MEETING ROOMS				
10-150-1500-5782	MISCELLANEOUS RENTALS				Various
10-150-1500-5759	HUDSON ST	\$ 50.00 / month	\$ 50.00 / month	No	83-50
	DERESTI USED CAR SALES	\$ 300.00 / month	0	No	2001-87
10-150-1500-5760	GREAT LAKES POWER - PEOPLES ROAD	\$ 130.00 / annual	\$ 130.00 / annual	No	Res - 20 Oct 97
10-150-1500-5761	MINISTRY OF HEALTH - 540 ALBERT STREET	\$ 5,599.00 / month	\$ 5,599.00 / month	No	99-147
	65 OLD GARDEN RIVER ROAD	\$75,360 annual	\$75,360 annual	No	2008-32
	CATHCART St - WEST STREET	\$ 5,000 annual	\$ 5,000 annual	No	2007-24
	331 QUEEN ST E	\$ 900.00 annual	\$ 900.00 annual	No	-

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "G"
PUBLIC WORKS & TRANSPORTATION DEPARTMENT

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-400-4100-5450	TRANSIT CASH FARES				
	- Adults	\$2.00	\$2.00	No	
	- Students	\$2.00	\$2.00	No	
	- Seniors	\$2.00	\$2.00	No	
	- Children (Youth)	\$1.00	\$1.00	No	
10-400-4100-5451	TRANSIT BUS PASSES				
	- Monthly Pass - Adult	\$56.00	\$56.00	No	
	- Monthly Pass - Student	\$56.00	\$56.00	No	
	- Monthly Pass - Senior	\$46.00	\$46.00	No	
	- Monthly Pass - Child (Youth)	\$10.00	\$10.00	No	
	- Punch Pass - 20 Rides	\$35.00	\$35.00	No	
	- Senior Multi 6 Ride Pass (60 years and over)	\$7.80	\$7.80	No	Established Oct 2006
	- Senior Multi 12 Ride Pass (60 years and over)	\$15.60	\$15.60	No	Established Oct 2006
	- Youth Pass	\$20.00	\$20.00	No	Established Oct 2006
10-400-4100-5452	TRANSIT PHOTO I.D. CARD	\$ 4.00 / card	\$ 4.00 / card	No	
10-400-4100-5460	TRANSIT CHARTERS - LOCAL				
	- Weekdays per hour (minimum 1 hour)	\$ 85.00 / hr	\$ 85.00 / hr	Add	
	- Sundays per hour (minimum 1 hour)	\$ 95.00 / hr	\$ 95.00 / hr	Add	
	- Statutory Holidays per hour (minimum 1 hour)	\$ 110.00 / hr	\$ 110.00 / hr	Add	

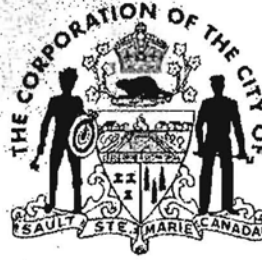
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GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-400-4100-5465	TRANSIT BUS ADVERTISING				
	- Governed by Agreement				
10-400-4120-5450	COMMUNITY BUS CASH FARES				
	- Cash Fare	\$2.00	\$2.00	No	
	- Punch Pass - 20 Rides	\$35.00	\$35.00	No	
10-400-4110-5450	PARA BUS FARES				
	- Cash Fare	\$2.00	\$2.00	No	
	- Ambulatory Cash Fare	\$2.00	\$2.00	No	
	- Attendant Cash Fare	\$2.00	\$2.00	No	
	- 40 Ride Pass	\$60.00	\$60.00	No	
	- 10 Ride - Ambulatory Pass	N.A.	N.A.		
	- 20 Ride - Ambulatory Pass	N.A.	N.A.		
	- 40 Ride - Ambulatory Pass	N.A.	N.A.		
10-400-4100-5860	MISCELLANEOUS TRANSIT SHOP SALES				
	- Labour	\$83.68/ hr	\$83.68/ hr	Add	
	- Bus Parking	\$ 20.00 / day	\$ 20.00 / day	Add	
	- Bus Parking - Monthly	\$ 225.00 / month	\$ 225.00 / month	Add	
	- Bus Wash	N/A	N/A	Add	
	- Bus Wash - by Hand	N/A	N/A	Add	
	- Bus - Mop and Sweep	N/A	N/A	Add	
	- Bus Vacuum	N/A	N/A	Add	
	- Battery Charge	N/A	N/A	Add	
	- Service Call - Regular Hours -	\$83.68/ hr	\$83.68/ hr	Add	
	- Service Call - After Hours -	\$130.00/ hr	\$130.00/ hr	Add	
	- Service Calls - Cost per kilometer -	\$ 0.45 / km	\$ 0.45 / km	Add	
10-400-4020-5520	SEWER RODDING				
	- Calls during regular Hours	\$112.55	\$112.55	Add	
	- Calls outside regular Hours	\$190.60	\$190.60	Add	
	- Sewer Camera Inspection	\$160.00	\$160.00	Add	

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	LANDFILL FEES (established by by-law 2003-140)				
10-400-4040-5522	- Tipping Fee per tonne	65.00	65.00	No	2003-140
10-400-4040-5523	- Gate Fee	6.00	6.00	No	
10-400-4040-5522	- Out of town (Prince/Rankin) Tipping Fee per tonne	65.00	65.00	No	
10-400-4040-5522	- Tire on rim	5.00	5.00	No	
10-400-4040-5522	- Asbestos per bag following MOE Regulations (up to 4 bags)	50.00	50.00	No	
10-400-4040-5522	- Asbestos bulk load - MOE Regulations per tonne after 4 bags	200.00	200.00	No	
10-400-4040-5522	- Bio-Medical Waste per tonne per MOE Guideline	200.00	200.00	No	
10-400-4040-5522	- Refrigerator/Freezer Disposal (untagged)	25.00	25.00	No	
10-400-4040-5522	- Non Hazardous Industrial Solid Waste (for cover material)	32.50	32.50	No	
10-400-4210-5475	PARKING METERS				
	- Queenstown Area per hour	1.00	1.00	inc	
	- City Centre Area per hour	0.50	0.50	inc	
10-400-4210-5477	HOODING OF PARKING METERS				
	- Single Meter per day	4.00	4.00	inc	
	- Double Meter per day	8.00	8.00	inc	
Various	PARKING LOTS				
	- Rental - Monthly	35.00	35.00	inc	
	- Yearly Rate - Non Refundable	300.00	300.00	inc	
	- Daily Rate	2.00	2.00	inc	
	<i>Parking currently includes both GST and PST</i>				
10-400-4300-	CEMETERY FEES * See By-law 99-208 *				

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William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2010 04 12

Mayor John Rowswell and
Members of City Council

Re: Accountability Agreement with the Sault Ste. Marie Innovation Centre (SSMIC)

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

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

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

The Finance Committee reviewed the Memorandum of Understanding with the Sault Ste. Marie Innovation Centre (SSMIC) on January 19, 2010 and recommended changes that were approved by the SSMIC Board on March 23, 2010.

Recommendation

City Council approve the Memorandum of Understanding with the Sault Ste. Marie Innovation Centre.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment



**Memorandum of Understanding
Between the
City of Sault Ste. Marie (City)
and the
Sault Ste. Marie Innovation Centre (SSMIC)
For Accountability**

Table of Contents:

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

This Memorandum of Understanding includes the following schedules:

Schedule A	SSMIC Business Plans (Period of agreement)
Schedule B	SSMIC Reporting Template (Quarterly)
Schedule C	SSMIC Budget
Schedule D	Small Business Support Partnership Agreement

Memorandum of Understanding
Between
the City of Sault Ste. Marie
and
the Sault Ste. Marie Innovation Centre

for Accountability

1. Purpose

- 1.1 The intent of this Memorandum of Understanding (MoU) between the City of Sault Ste. Marie (City) and the Sault Ste. Marie Innovation Centre (SSMIC) is to ensure there is an understanding of accountability between the two organizations and to put in place reporting and communications timeframes on this understanding.

2. Program

- 2.1 In recognition of the vital role of SSMIC to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors, the City and the SSMIC have agreed to sign this Memorandum of Understanding to provide clarity, agree on reporting, and to increase collaborative support between the two signing parties.

3. Deliverables

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

- 3.1 Carry out the following mission: The Sault Ste. Marie Innovation's mission is to drive business growth, facilitate research and commercialize innovation in globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.
- 3.2 The SSMIC will deliver its programs and services as outlined in its annual business plan that will aim to produce strategic outcomes (increased and retained job creation, program funding leveraging, business incubation, value-added services, youth outreach activities, GIS business and raise the profile of the IT sector locally and externally).
- 3.3 Operate with best practices on governance, management and public relations and ensure that the funding provided by the City to the SSMIC is spent wisely and effectively in the pursuit of developing an innovative science and technology hub.
- 3.4 Report bi-annually on the strategic outcomes as driven by the SSMIC programs and services.

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

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

- 3.7. Go to the SSMIC as its lead agency on economic development in the information technology and science based sectors for strategic advice, policy, implementation of projects, etc. pertaining to growth and development and private sector relations.
- 3.8 Provide to the SSMIC moral support and recognition for its efforts based upon positive strategic outcomes and success stories.
- 3.9 Provide continued financial support for the operations of the SSMIC as approved in the City's annual budget. The City of Sault Ste. Marie would also consider special financial requests from the SSMIC for those economic development activities that would be above and beyond the existing agreement as a result of significant events or opportunities that would support economic development.
- 3.10 Work in lead role with SSMIC as a partner on City infrastructure, regulations, and special projects that would support priority economic development enablers that would be effective in attracting and supporting new and existing private and public sector investment.

4. Administrative and Cost-Sharing Arrangements

- 4.1 It is understood that the SSMIC is responsible for its own Administration Costs and that the City of Sault Ste. Marie understands that City funds are required to support the SSMIC Corporation.

5. Reporting and Monitoring

- 5.1 In addition to the annual Business Plan and Annual Report, SSMIC will provide the City of Sault Ste. Marie bi-annual reports and other reports that the City may reasonably request in a manner and format mutually agreed upon.

- 5.2 SSMIC shall provide to the City of Sault Ste. Marie its annual financial statements. The City will maintain and respect the confidential nature of its relationships with clients, partners, and individuals.
- 5.3 The Corporation of the City of Sault Ste. Marie will nominate a City Councillor for election to the SSMIC Board of Directors.
- 5.4 The SSMIC will respond to City Council resolutions and requests for information on a timely basis.
- 5.5 The SSMIC Board of Directors would present its business plans to City Council annually by year end. Prior to the City Council presentation, the SSMIC Board of Directors will meet with the Finance Committee to review the business plans.
- 5.6 The key indicators behind performance measurement for SSMIC should focus on whether or not the time and money that the organization is using is resulting in these key considerations:
- i. Direct job creation
 - ii. Program funding leveraging.
 - iii. Business Incubation maintenance and growth.
 - iv. Provide value-added services (e.g. referral, advice, business plan review, etc.)
 - v. Continue youth outreach activities with presentation.
 - vi. Increase GIS related business in Sault Ste. Marie
 - vii. Raise the profile of the IT sector locally and externally
 - viii. Create the environment for growth in IT.
- 5.7 The City of Sault Ste. Marie will maintain core funding to ensure the SSMIC can operate. It is expected that SSMIC will work proactively to attract additional funding and revenue streams that will decrease City of Sault Ste. Marie funding over time.

6. Promotion and Publicity

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

7. Term of Memorandum of Understanding

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

8. Dispute Resolution

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

9. Signatures

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

Mayor John Rowswell Date

Malcolm White Date

Tom Vair, Executive Director, SSMIC Date

Chris Wray, President, SSMIC Date

Schedules

Schedule A

SSMIC Business Plan – http://www.ssmic.com/UploadedFiles/file/2009_Business_Plan_v5.pdf

Schedule B

SSMIC Reporting Quarterly Reporting Template

Schedule C

City of Sault Ste. Marie Budget for SSMIC

Schedule D

Small Business Support Partnership Agreement

Sault Ste. Marie Innovation Centre Report on Key Performance Indicators

The Sault Ste. Marie Innovation Centre is a non-profit organization, funded by public and private partners whose vision is to build and actively develop an innovative science and technology hub: a perpetual generator of knowledge and prosperity.

SSMIC's mission is to drive business growth, facilitate research and commercialize innovation in globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.

The SSMIC Board of Directors has identified the following Key Performance Indicators used to measure the Corporation's performance and effectiveness:

- Direct Job Creation – 20 jobs
- Program Funding Leveraged – \$750,000
- Business Incubation – maintain Technology Incubator to include seven companies
- Provide value-added services (referral, advice, business plan review, etc) to 30–45 existing businesses
- Continue youth outreach activities with presentations to over 300 local youth
- Increase GIS related business as measured by revenue growth and staff count for SSMIC Community Geomatics Centre

5(0)

Schedule C

City of Sault Ste Marie
INNOVATION CENTRE
For the Eleven Months Ending November 30, 2009

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem
REVENUE				
EXPENDITURES				
Grants to others	\$277,890.00	\$277,890.00	\$0.00	0.00%
	277,890.00	\$277,890.00	\$0.00	0.00%
NET (REVENUE)/EXPENDITURE	277,890.00	\$277,890.00	\$0.00	0.00%

Small Business Support Partnership Agreement

Term: Dec. 31, 2007 – Dec. 31, 2009

1. The parties to this agreement include (but will be not limited too):
 - a) Sault Ste. Marie Chamber of Commerce
 - b) Community Development Corporation of Sault Ste. Marie & Area
 - c) Sault Ste. Marie Economic Development Corporation (which includes the Enterprise Centre, Tourism SSM, Development SSM)
 - d) Sault Ste. Marie Innovation Centre
 - e) Science Enterprise Algoma

2. The parties are committed to (operational standards):
 - a) develop and implement a streamlined process to establish new businesses and support entrepreneurial ventures through the various stages of business;
 - b) promote the small business portal which outlines SSM local development processes and provides guidance for start-ups and businesses who want to expand or change operations;
 - c) communicate the local small business development process to existing and potential clients;
 - d) update partners on any changes to program delivery
 - e) establish an effective network for entrepreneurs to share information, best practices and training
 - f) refer/deliver government programs efficiently

3. The parties agree to the following administrative requirements:
 - a) Provide consistent message of programs/services
 - b) update portal information on a regular basis
 - c) remain fair and impartial when advising small business clients on products/services which are available in Sault Ste. Marie and area
 - d) work on a coordinated basis to promote and distribute information
 - e) avoid duplication of programs and services where possible
 - f) investigate processes (i.e., feasibility/liability of common intake forms or centralized ListServ for clients) and implement improvements
 - g) provide appropriate referral and direction to appropriate partners when necessary and ensure highest quality service standards
 - h) cost share in professional development when opportunities exist

NOTE: This agreement shall remain in force until modified or terminated by any party. This agreement does not confer a contractual obligation to perform upon any party. Parties are not subject to any legal liability resulting from non-performance.

5(0)

We hereby agree to the terms noted in this agreement.

[Signature] 3/3/08
Chair, SSM EDC Date

[Signature] Feb 21 '08
Chair, Chamber SSM Date

[Signature] 3/7/08
Chair, CDC SSM Date

[Signature] 19 FEB 08
Chair, seA Date

[Signature]
Chair, SSMIC Date



5(p)

2010 04 12

Mayor John Rowswell
and Members of City Council

DAY CARE – SERVICE AGREEMENT

The City is required to sign a Service Agreement with the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for Municipal Day Care facilities – Jessie Irving Children's Centre, Maycourt Children's Centre and Holy Family Best Start Program.

The Legal Department and the Community Services Department have reviewed the agreement and recommend it for your approval. The agreement outlines in detail, the City's responsibilities for the delivery of day care services at its facilities.

The bylaw and the agreement, appear elsewhere on your Agenda.

Recommendation

It is recommended that Council approve the service agreement between DSSMSSAB and the City.

Respectfully submitted,

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

Nicholas J. Apostle
Commissioner Community Services

Re: Municipal Day Care Service Agreement

cc: L. Bottos, City Solicitor
C. Ferguson, Manager Day Care

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink, appearing to read "J. Fratesi".

Joseph M. Fratesi
Chief Administrative Officer



April 12, 2010

Mayor John Rowswell
and Members of City Council

Youth Crime Committee – Update

Attached is the agenda and minutes of the January meeting that the Committee had with Police Services and Youth Justice Services.

The Committee will continue to meet at the call of the Chair – Councillor Bryan Hayes.

This is provided for Council's information,

Nicholas J. Apostle
Commissioner Community Services

J:\council\2010\youth crime committee april 12

cc: Youth Crime Committee

attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(q)

Youth Crime Committee Meeting
To be Held Wednesday, January 20, 2010
Biggings Room, Civic Centre - 12:00 noon

Agenda

1. Do we as a group think it is necessary to undertake an initiative aimed at reducing youth crime?
2. Is there any value in continuing to monitor trends on an annual basis; and if so who should do this?
3. Is there any merit in going through a process to identify gaps and develop programs to fill those gaps; and if so who should do it, and what will be the source of the funds?

Youth Crime Committee Meeting
Held Wednesday, January 20, 2010 – 12:00 noon – Biggings Room, Civic Centre

Present: Councillor F. Fata
Councillor B. Hayes
J. Tuckett, Probation Services
Z. Kovacs, Youth Justice Services
Chief R. Davies, Police Services
Councillor J. Caicco
Councillor P. Mick
K. Streich-Poser, Commissioner Social Services
N. Apostle, Commissioner Community Services

1.0 Opening Remarks

1.1 Chief Davies gave comments on the report. A brief synopsis of his comments follow:

- He agrees with report.
- Assaults are the number one issue followed by property crimes and then drug crimes.
- About 10% of youth population are offenders.
- There are several similar social issues that are common to youth offenders.
- Police having working partnerships; particularly with the school boards to assist with problem youth.

1.2 Z. Kovacs gave comments. A brief synopsis of his comments are:

- He agrees with Chief's comments.
- He elaborated on youth offender numbers; reasons for youth crime; and some solutions that were brought forward by youth offenders.

1.3 J. Tuckett's comments – In addition to the above comments Jeff elaborated on the positive changes to how schools (school boards) deal with problem children.

1.4 K. Streich-Poser spoke on programs that the YMCA is currently running with four schools – after-school programs; and other programs that are in place to focus on the issue of problem youth.

- 2.0 The group had a very good discussion on the "Algoma Model". The model was developed in collaboration with many partners two of which are the School Boards and Algoma Family Services. It is felt that the Algoma Model is working towards addressing the issue of youth crime as well as many other issues. The question arose as to whether the City should have representation on the Algoma Model group. It was noted that School Boards are committed to meeting twice per year with all service agencies regarding the Algoma Model program.
- 2.1 City should promote the Algoma Model.
- 2.2 Algoma Model should do a presentation to Council with due time considerations for their presentation.
- 3.0 Chief Davies stated that the original report provided a good deal of background work that does not have to be duplicated and therefore on-going tracking of youth crime on an annual basis should not be an onerous task. Chief Davies is going to look into providing this information.
- 4.0 Next Steps: The Chair – Councillor Hayes – will call the next meeting in the near future.



April 12, 2010

Mayor John Rowsell
and Members of City Council

Affordable Access to Recreation – Update

Background

Information on this issue is provided through Parks and Recreation Ontario (PRO) as they are the secretariat for the Ontario Task Group on Affordable Access to Recreation.

In March 2009, a report (attached) was presented to Council noting that the Municipality has been dealing with Access to Recreation in a variety of ways. The report also stated that the results of the Ontario Task Group on Access to Recreation were due to be released and would provide direction for municipalities on this matter.

In August 2009, the Affordable Access to Recreation Framework was released. The Framework is a broad-based document that goes beyond City-funded operations and takes the collaboration of many community partners and all levels of government. To give Council the idea of the complexity of the issue, I have attached the presentation to the AMO Board of Directors on November 27, 2009 by H. Dayton, Chair, Ontario Task Group on Affordable Access to Recreation. In his presentation Mr. Dayton states:

"A number of studies and strategies have been released which have identified access to recreation and community programs/services as necessary tools if we are to see progress in youth engagement, child health, poverty reductions and health promotion. The issues are complex and the solutions will therefore require a multi-pronged approach with no one level of government being able to do it alone."

Next Steps

Parks and Recreation Ontario is facilitating a process to assist municipalities and not-for-profit groups in developing an action plan to help in developing affordable access to recreation.

In the short-term PRO is presenting a workshop in certain cities. In Northern Ontario the closest workshop is in North Bay, on April 21, 2010.

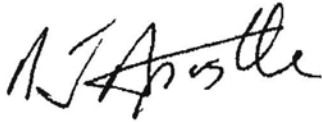
5(r)

In the longer term, PRO will be setting up a webinar that will assist municipalities and groups in developing their action plan. It is staff's recommendation to wait for the launch of the PRO webinar so that more local participants can be involved in the information.

Recommendation

It is recommended that Council receive this report as information, and further that staff advise Council when the Affordable Access to Recreation webinar becomes available.

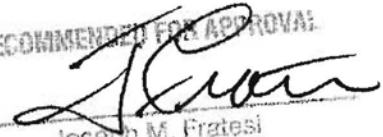
Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

p:\council\affordable access to recreation for seniors april 12

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

cc: K. Streich-Poser, Commissioner Social Services

attachment

2009 03 09

Mayor John Rowswell
and Members of City Council

The following resolution was passed at Council's September 8, 2008 meeting:

Moved by: Councillor B. Hayes

Seconded by: Councillor S. Myers

*Whereas 1/2 million children in Ontario live in poverty; and
Whereas improving access to recreation for low income families is an important social policy which is gaining momentum in Ontario; and
Whereas a recent research study identified the physical, psychosocial and economic benefits of participation in recreational activities which include one half the use of medical specialists, one half the use of Children's Aid Society services, one half the use of psychologists, and one tenth the use of probation officers to name a few, in comparison to those who do not participate in recreational activities; and*

Whereas to simply say we have facilities is not enough; and

Whereas only 1/3 of municipalities in Ontario have an Access to Recreation Strategy policy;

Now therefore be it resolved that City Council request staff report back to Council on the details of the City of Sault Ste. Marie's policy surrounding access to recreation; and

Further, that if no such policy exists that Council refer to PRAC the request for the development of such policy and that PRAC be requested to consult with The Benefits of Local Access to Recreation, Health, Welfare and Community Development task group who are currently developing guidelines for policy surrounding improving access to recreation for low income families in Ontario and Innovation Centre.

CARRIED.

Access to Recreation Task Group

The Community Services Department is a member of the Parks and Recreation Ontario (PRO) which is a provincially funded association. The following is an excerpt from the October 2008 Bulletin:

"Access to Recreation Task Group Creates a Policy Framework"

On September 23, 2008, the Ontario Task Group on Access to Recreation for Low-Income Families hosted a Policy Workshop to generate ideas and approaches for a provincial policy framework. PRO is the secretariat for the

Task Group, which is chaired by PRO Past President Howie Dayton. The Policy Workshop included Task Group members and other stakeholders from provincial government, and the municipal and not-for-profit sector, who discussed and refined the outcomes from the November 2007 Affordable Access Policy Planning Institute. The workshop was facilitated by Naomi Alboim and Karen Cohl. Both have extensive experience in the provincial government and public policy.

Why a policy framework? The recreation sector in Ontario has come a long way in identifying barriers to recreation for low-income families as well as potential solutions. A policy framework will help to highlight the most important areas for action and galvanize local and provincial players based on a shared vision. The policy framework will guide policy and program development and direct financial resources. Without a framework, good things tend to occur in a 'patchwork' way without the ability to evaluate their effectiveness and maximize benefits across the province. It is a call to action for governments, community organizations, and the private sector to work together in a systematic way to make affordable access to recreation a reality in Ontario.

Task Group Chair Howie Dayton describes the vision for the framework as follows: "With a focus on children, youth and families, the policy framework will be grounded in research and promising practices; be responsive to gaps in local and provincial policy; address legislative barriers to access for low-income children and youth; and share responsibility locally and provincially."

The draft policy framework is now being reviewed by workshop participants and will be available to all PRO members by the end of the year. This will be a valuable tool to help advocate for programs and services to help reach marginalized populations - and will lead to the creation of tools and resources for communities.

Also this fall, Task Group chair Howie Dayton has been on the "conference circuit" presenting the case for investing in affordable recreation. In September, he made a presentation at the Association of Municipalities (AMO) Conference, which was attended by close to 100 people - including many elected officials. Howie's key message of the importance of providing access to recreation as a key component to reduce cyclical poverty was very well received. He has since been invited to speak at other conferences including the Ontario Public Health Association Conference at the end of October."

Also, attached is an excerpt from the Parks and Recreation Ontario website which outlines the history of this initiative.

Services in Sault Ste. Marie

1. Social Services Department

A report from the Operations Manager, Social Housing Division on what the Housing Corporation does regarding recreation and physical activities for children and families of rent geared to income housing is attached.

In addition the Ontario Works Division funds up to a maximum of \$300 per child per year for the costs associated with registration fees and associated sports equipment/protection required for the child to participate. If they surpass the maximum annual allotment then parents are given information on the Canadian Tire JumpStart program. Roughly 50 to 60 families utilize this benefit per year. Requirement is that the family must be in receipt of Ontario Works or an Ontario Disability Support Pension. Case Managers provide information to participants and referrals are forwarded to the Special Services Unit. Fees are paid directly to the association. Also, Ontario Works assist clients with YMCA memberships.

2. Jump Start Program

The Community Services Department's involvement with the Canadian Tire Jump Start Program began in 2005 when Canadian Tire approached the Recreation & Culture Division for support of their program. Canadian Tire provides funds to support children's participation in sporting activities. The funds do not assist with the administration of the overall program. The Community Services Department's involvement and partnership with the Sault Sports Council on this project is to provide the administration for the overall program.

The community is aware of this program and referrals each year have been increasing (see attached report detailing the numbers of children assisted); in fact there are not enough funds to accommodate all of the requests.

The program requires that each application "... attach a letter from a community leader indicating their relationship to the applicant, and a verification of the applicant's economic barrier to participate in the requested activity or program. The community leader should be in a position to identify and assess the economic barriers of the applicant."

3. Other Programs

The YMCA has their own financial assistance program and they too sponsor children and families for memberships to the YMCA. There are several other sport organizations such a football, hockey and soccer that assist children in need – usually through financial assistance with the registration fee.

5(r)

What Next

Parks and Recreation Ontario were contacted in February 2009 with regards to the status of the Policy and PRO stated that the timeline for the Policy has been pushed back slightly and it should be available within the next month.

The Municipality has been dealing with Access to Recreation through a variety of ways. Staff advocates waiting for the results of the Ontario Task Group on Access to Recreation for Low-Income Families Policy so that the direction taken can be in conjunction with the Provincial mandate.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

jbcouncil/2008/access to recreation

cc: K. Streich-Poser, Commissioner Social Services

attachments

From Parks and Recreation Ontario - Website
Access to Recreation for Low-Income Families

Background

Parks and Recreation Ontario (PRO) along with other national, provincial and territorial associations were involved in the development of a national policy on access to recreation for low income families. PRO has set an objective and action plan to create awareness of the issue, build partnerships committed to action and provide tools and resources to help mobilize communities to provide recreation without barriers for low-income families, especially children and youth.

The PRO Board of Directors endorsed the 2005 national policy statement and created a seven-step plan of action to support the implementation of the policy in Ontario that included establishing a multi-sect oral Task Group to lead the policy discussion. The Ontario Task Group on Access to Recreation for Low-Income Families is comprised of members from a broad representation of provincial, municipal, non-profit, corporate, and advocacy partners. The members share an interest in the healthy development of children, youth, families and communities and are working collaboratively to influence policy development in Ontario to increase access to recreation for low-income children, youth and families.

In Ontario we strongly support the United Nations Convention on the Rights of the Child (1989) that speaks to the rights of children to rest and leisure. Ontario's children and youth are healthier and more resilient as a result of participating in recreational pursuits. We believe that innovative approaches should be taken to ensure that every child regardless of financial circumstances experiences play, without barriers, engages in positive and high quality leisure pursuits and enjoys physical, social and emotional health through participation in community recreation.

Task Group Partners:

Association of Municipalities of Ontario
Canadian Tire Foundation for Families
Canadian Parks and Recreation Association, Ontario
Director
Hamilton Round Table on Poverty Reduction

Ontario Municipal Social Services
Association
Ontario Public Health Association
Parks and Recreation Ontario

Over the past two years the task group has:

- Updated the PRO 2000 affordable access policy to reflect the values and principles of the 2005 national policy on access to recreation for low-income families.
- Conducted two surveys of service delivery organizations (including municipalities and non-profit organizations) in Ontario on user fee, pricing and access policies.
- Focused on supporting three key national policy actions of: "development of community policy templates"; "advocate for inclusion of access requirements in infrastructure funding programs"; and; "advocate for outcome-based research on this issue".
- Hosted a summit on access in Ontario with policy makers, funders, service delivery organizations and community stakeholders in November 2007.
- Positioned the sector with the tools and capacities to identify those marginalized and respond.
- Supported ongoing, progressive research and outcome measures.

The Ontario Task Group on Access to Recreation for Low-Income Families continues to advance this important social issue on the provincial and national political agenda.

Affordable Access to Recreation in Ontario



***Presented by: Howie Dayton, Ontario Task Group on
Affordable Access to Recreation***

Presented to: AMO Board of Directors, November 27, 2009

Vision

- Everyone has access to affordable recreation in their community in order to enjoy health and social benefits and to improve their prospects for a better future



Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

Thank the Board for the opportunity to present the recommendations of the Policy Framework for Affordable Access to Recreation For Ontarians.

Thank AMO for its ongoing support and participation in the work of the task group over the past 3 years, in particular Petra Wolfbeiss.

It is appropriate at a time when we are grappling with many social and health issues with respect to civic disengagement, the marginalizing effects of poverty and the long term effects anticipated from a childhood obesity epidemic, that we are speaking

Municipalities offer a range of community based recreation services which, if you think about it, probably touch more lives than any other service you deliver. From passive play in our park systems, use of trails, to more formal participation in community recreation in our centres, arenas and pool, festivals and events offered directly or through community groups and local agencies like the Y and B&G clubs. These activities can be life changing for people of all ages, abilities and interests. They keep people connected and engaged in their community.

In 2008 PRO undertook a survey and found that most Ontarians placed parks and recreation as the highest valued service delivered by a municipality (93% of respondents said recreation participation contributes to an individual's health and well-being; 98% said they believe the community at large benefits from local parks and recreation services)

Yet the pay to play philosophy municipalities have had to adopt over the years of downloading and property tax pressures have had a negative effect on those in our communities who face financial barriers. They cannot access the services they might want for their children or themselves and therefore feel marginalized or as parents, believe they aren't giving their children the same opportunities as other parents

With our recent success of winning the Pan Am games-it is appropriate and timely for Ontario to take stock-how will we as a provincial community help get kids from the playground to the podium if we can't even get them to the playground

I became committed to this issue 10 years ago when working in a suburban municipality I was unable to help one mom who had previously enrolled her 3 children in our summer camps and whose daughter I was featuring in our upcoming summer camp guide. When I contacted her for permission to use the picture, she was so excited and asked me to mail her 10 copies for friends and family. I asked if her kids would be returning this summer...she began to sob, her husband had left her she told me and without sufficient income, she couldn't send all 3 to camp and therefore would not send any. I was confident I would be able to help her but my manager told me we had no approved process to waive fees..Council set the fees...therefore, offer her a 10% discount but that she can't tell anyone....I knew we had a problem!

There are many such stories and shouldn't be...Recreation is an essential service and I am here to speak with you about the role it can play in our communities, what steps must be taken to re-open the doors and what AMO can do to support the Task Groups determined efforts to move this framework forward.

The vision we have developed and all of our work has been done methodically and in full consultation with a broad network of human service organizations, poverty roundtables, under-represented groups, government representatives and sector leaders. For the purposes of the framework, recreation is defined as an active, leisure time pursuit that enriches the individual. It can include life skill, sport, art, culture. The task group focused on programs delivered by municipalities and/or community nonprofit agencies.

Benefits of Participation



- **Evidence based** – “The Health, Social and Economic Benefits of Increasing Access to Recreation for Low Income Families Research Summary Report”, *Dr. Mark Totten*
- **Physical health benefits** – Recreation that includes physical activity lowers the incidence of illness and obesity
- **Psycho-social benefits** – Recreation fosters life skills, reduces risky behaviour, improves self esteem, creates positive relationships
- **Breaking cycle of poverty** – Regular involvement by children and youth in structured, skill building activities improves success in school and the labour market
- **Government savings** – The above benefits result in savings (to health, social service and justice costs) and increase the tax base (when people avoid welfare and gain employment)

Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

In 2007, Dr. Mark Totten released a research summary report we had commissioned which summarized a number of groundbreaking research documents published by academics and researchers including Dr. Gina Browne and Dr. Dan Offord. Their evidence based work demonstrated the range of benefits from participation. Single mothers on social assistance were exiting the roles faster and with greater success when provided with what were considered to be interventions like recreation, child care and public health. Peel Region in its Families First program has stated the annual cost of investing in recreation for a child was less expensive than one month of welfare payments for the family.

When improving the prospects of a person's mental and physical health, helping them achieve financial independence, the economic benefit to the taxpayer is obvious because the cost of intervention services are always going to be higher than those of health promotion/prevention programs.

Barriers to Participation – Root Causes Identified

- Individual and organizational barriers exist which contribute to an inability to participate in community recreation

Individual Barriers	Organizational Barriers
User Fees	Inability to increase subsidy (lack of funding)
Transportation	Staff capacity, training and understanding
Equipment Costs	Lack of awareness of need
Stigma when asking for assistance	Insufficient funding for infrastructure renewal
Lack of awareness that assistance is available	Two-tiered systems – lack of streamlined referral process
Complex approval process	
Available infrastructure	

Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

Fees are one of several barriers families face accessing community recreation. In rural communities for example, they simply can't get to the facilities, in inner city urban centres, they may not feel safe or trusting. In new communities in the GTA, new immigrants who may be facing difficulty finding employment and financial stability, may also be unaware of programs which themselves may not be culturally sensitive in their design.

Organizations themselves are taxed. Funding, staff workloads, an understanding of need and how to approach affordable access are all issues municipal staff have identified to explain why affordable access policies are not being developed.

The Implications for Quality of Life

- Families with financial barriers will be more at risk for a number of health, social and economic risk factors:
 - *Obesity, heart disease, negative peer influences, poor academic achievement, low self esteem, cyclical poverty*
- Policy priorities to address quality of life for Ontarians:
 - *Healthy Eating, Active Living*
 - *Active 2010*
 - *Poverty Reduction Strategy*
 - *Roots of Youth Violence*
 - *Chronic Disease Prevention Strategy*
 - *Healthy Communities Fund*
 - *Ministry of Health Promotion*
 - *Community Use of Schools*



Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

The province under the McGuinty Government has made strides and recognized the issues affecting Ontarians today. A number of studies and strategies have been released which have identified access to recreation and community programs/services as necessary tools if we are to see progress in youth engagement, child health, poverty reduction and health promotion

Re-Opening the Doors to Community Recreation: The Policy Framework

- Complex barriers require a multi-pronged, collaborative, measured approach
- Implementation will be according to local capacity and need, but must move forward
- Recommendations respond to existing gaps in policy, funding and support for families:
 - *35% of local municipalities have Council-approved Affordable Access policies*
 - *There is no stable, on-going funding to support community recreation (program/infrastructure renewal)*
 - *Legislating PLAY does not exist – United Nations Rights of the Child affirms access*
 - *Provincial priorities cannot be addressed in full without a strategy to improve access in EVERY community*



Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

The issues are complex and the solutions will therefore require a multi-pronged approach with no one level of government being able to do it alone.

Complexity has never meant inaction in Ontario and shouldn't in this case either

With only 35% of municipalities having Council approved policies, there is a gap that must be addressed if staff are to be given permission to prioritize affordable community recreation

The province needs to be a major player and can no longer insert community recreation into "other" strategies-it needs to be profiled as a social policy and stand alone program with stable funding so as not to create expectation in communities and then pull funding. Pilots like the after school program are important but too limited-every community has need for after school programs

Legislated opportunities like making recreation as an allowable benefit for families in receipt of social assistance and those in care of children's aid, would ensure funding and access for those living in extreme poverty

Policy Objectives

■ Two Fundamental Policy Objectives:

1. Affordable Access Policies will be established in every community
2. A Core Set of Free, Universal Programs will be identified and available to children, youth and families



■ Policy Components Should Consider:

1. Community Access to Community Space
2. Targeted Community Outreach & Engagement
3. Partnerships & Collaboration

Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

Affordable Access policies, those that are easy to administer, understand, broader than fee subsidies but which entrench a culture of affordability in your pricing and service delivery will go a long way to giving staff the tools to work with local service clubs, agencies and develop fee assistance programs and service delivery partnerships which will improve affordable access.

Universal Access...visionary I know but holds true to the roots of recreation which started as a universal playground program, free, for youth in the summer to help prevent boredom and delinquent behavior...we have lost sight of our roots. That said, there might already be things you are doing which are free. They might be targeted programs in local high risk communities, they might be offering a free summer playground program like we do in Ajax in 25 parks which in 2009 saw 30k visits. It could be free youth programming or community events...25 promising practices have been showcased by the Task group to help inspire communities as they look to this recommendation and determine what is appropriate and feasible.

The 3 supporting strategies identify the need to consider affordable community space as a tool to help local groups deliver services in your facilities more affordably, outreach is another tool to recognize there might be need to do something in a particular neighbourhood or for a group at higher risk and finally, that you work together and establish a collaborative of stakeholders that may have skills, resources, access to families in need.

These recommendations are designed to provide a menu of options...it is up to the community to implement an Affordable Access Plan, one that is staged and phased within your capacity and means. A step forward though is a step in the right direction.

Mobilizing Change at the Community Level



- Council direction required to help the administration move Affordable Access forward – identify a political champion
- Task Group working with communities in a state of readiness – regional workshops scheduled throughout 2010
- Tools and policy templates available to assist in the development of effective approaches
- Establish a local collaborative network (agencies, other levels of government, Public Health, Board of Education, Canadian Tire Jumpstart, Tim Hortons, community groups, etc.)
- Identify opportunities for universal programming (build on existing if possible)

Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

Finding a local champion on Council will help staff in their efforts to move Affordable Access forward. Direction by Council to staff will ensure this policy issue gets the attention it requires.

The Task group is working on the tools and training to assist communities who are ready to move forward. Many have and others on at the start of this journey...4 regional workshops will occur next year to work through tools and templates we have created.

You can start at any time, even by pulling together interested stakeholders who play a role in recreation and social services, public health to look at the options from the local perspective and identify approaches that would work and how things might be staged.

Solutions don't have to be expensive particularly if it is looking at financial assistance using vacant spaces or universal programming which builds on low cost highly subsidized services, even as a starting point.

AMO's Role – Endorsement and Advocacy

- Formal endorsement sought for the policy framework
- Alert to Mayors across the province – request local action and provincial advocacy
- Assistance to the Task Group influencing the Provincial government to provide funding and support to communities



Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

The background document you received provides you with our “ask”. I am hopeful that today provided you with the context for the framework and confidence that these recommendations will, if implemented, go a long way toward achieving a vision that I don’t think any of us would argue with, at least philosophically. I am again, thankful for the opportunity and happy to take any questions

Thank You



Task Group Members

- Association of Municipalities of Ontario
- Canadian Tire Foundation for Families
- Canadian Parks and Recreation Association
- Hamilton Roundtable for Poverty Reduction
- Ontario Municipal Social Services Association
- Ontario Public Health Association
- Parks and Recreation Ontario:
in association with: Heart & Stroke Foundation; YMCA;
United Way, Ministries of Health Promotion, Children and
Youth Services, and Education

Ontario Task Group on Affordable
Access to Recreation - Nov. 2009

5(s)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

2010 04 12

Mayor John Rowswell
and Members of City Council

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

Attached is a financial assistance request from the following:

**Men's Curling - Team Northern Ontario - Brad Jacobs, E. J. Harnden, Ryan Harnden,
Caleb Flaxey, Rob Thomas and Coach Tom Coulterman**

This team qualified to represent Northern Ontario at the 2010 Tim Horton's Brier held in Halifax, Nova Scotia from March 6 - 14, 2010 under the authority of the Canadian Curling Association.

The team qualifies for assistance under criteria of the Financial Assistance Policy for National/International Sports Competitions. The Parks and Recreation Advisory Committee reviewed the application at their March 2, 2010 meeting and passed the following resolution based on the funding criteria for teams of 4 to 6 participants:

Moved by: S. Milne
Seconded by: B. Rushon

"Resolved that the application by Team Jacobs for financial assistance to attend the Tim Horton's Brier from March 6 - 14, 2010 in Halifax, Nova Scotia be endorsed in the amount of \$400.00 and that a report be sent to City council for their approval."

Carried

City Council is therefore requested to approve the recommendation of a financial assistance grant in the amount of \$400.00 to Team Jacobs.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

By email/council/2010/council report fin asst team jacob

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Pratesi
Chief Administrative Officer

5(s)



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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Brad Jacobs

Address: 65 Genrig Drive

Sault Ste. Marie, ON Postal Code: P6B 5C6

Phone: 705 942-4077 943-2877 (W) Fax: _____

Email: brad.jacobs15@hotmail.com

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: _____

Address: _____

Postal Code: _____

Name of Team or Club (if applicable): TEAM JACOBS / TEAM NORTHERN ONTARIO

Name of National or International Sporting Competition:

2010 TIM HORTONS BRIER

Date(s) of Competition:

MARCH 6th - 14th, 2010

Location of Competition:

HALIFAX, NOVA SCOTIA

Name of Sports Governing Body:

CANADIAN CURLING ASSOCIATION

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested: \$ 400.00
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.

used for food, beverages while at
competition.

FEB 23 2010

RECEIVED

5(s)

Have you previously requested financial assistance from the City?

No ☒ Yes ☐ Amount \$ _____

If yes, please indicate the year(s):

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

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

No ☐ Yes ☒

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

DATE: 2010 02 16
Year Month Day

If this application for funding is for:

Brad Jacobs TEAM JACOBS [Signature] 943-2877
Name Title Signature Phone Number
(Applicant) (If applicable)

Tom Coulterman [Signature] 946-1094
Name Title Signature Phone Number
(Club Official)

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

DA

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

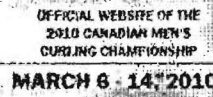
Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.

5(s)

Home -- About the Event -- Contact Us -- Host Committee

Only 17 days until the 2010 Tim Hortons Brier Begins!


[Tickets](#) | [News & Photos](#) | [Audio & Video](#) | [Visitor Info](#) | [Teams & Athletes](#) | [Volunteer](#) | [Draws & Schedule](#) | [Score & Stats](#) | [Shop](#) | [Mobile](#)

Teams and Athletes

- About the Playdown Process
- Teams

Guarantee the same great seat for the entire 2010 Tim Hortons Brier and enjoy benefits that include admission to the Keith's Patch.



Teams

ALBERTA

Saville Sports Centre, Edmonton
 Skip: Kevin Koe
 Third: Blake MacDonald
 Second: Carter Rycroft
 Lead: Nolan Thiessen
 Alternate: Jamie King
 Coach: John Dunn



BRITISH COLUMBIA

Kelowna Curling Club
 Skip: Jeff Richard
 Third: Tom Shypitka
 Second: Tyler Orme
 Lead: Chris Anderson
 Alternate: Kevin MacKenzie
 Coach: Gerry Richard



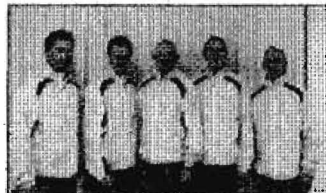
MANITOBA

Charleswood Curling Club
 Skip: Jeff Stoughton
 Third: Kevin Park
 Second: Rob Fowler
 Lead: Steve Gould
 Alternate: Randy Dutlaume
 Coach: Norm Gould



NEW BRUNSWICK

Gage Golf & Curling Club, Oromocto
 Skip: James Gratton
 Third: Steven Howard
 Second: Jason Vaughan
 Lead: Peter Case
 Alternate: Bobby Vaughan
 Coach: Dean Gratton



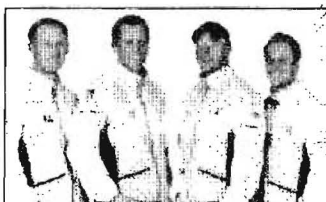
NEWFOUNDLAND & LABRADOR

Bally Haly Golf & Curling Club
 Skip: Brad Gushue
 Third: Mark Nichols
 Second: Ryan Fry
 Lead: Jamie Korab
 Alternate: Glen Gosa
 Coach: Ken Bagnall



NORTHERN ONTARIO

Soo Curlers' Association
 Skip: Brad Jacobs
 Third: E.J. Harnden
 Second: Ryan Harnden
 Lead: Caleb Flaxey
 Alternate: Rob Thomas
 Coach: Tom Coulterman



Northern Ontario
CURLING ASSOCIATION



5(s)

March 3, 2010

City of Sault Ste. Marie
Recreation and Culture Division
Community Services Department
Civic Center
99 Foster Drive
Sault Ste Marie, Ontario
P6A 5X6

Attention: Mr. Joe Cain
Manager of Recreation and Culture

Dear Mr Cain:

Please accept this letter as endorsement for the Brad Jacobs rink's application for funding from the City of Sault Ste. Marie to travel to the Tim Horton's Brier.

The Jacobs rink (Brad Jacobs, EJ Harnden, Ryan Harnden, Caleb Flaxey, Rob Thomas, and Coach Tom Coulterman) earned the title of Northern Ontario Men's Champion at The Dominion 2010 NOCA Men's Provincial event in Sudbury last month. This team, who curls out of the Soo Curlers Association, will now represent the Northern Ontario Curling Association at the Tim Horton's Brier in Halifax, March 6 - 14, 2010.

As you can appreciate, travelling to such an event is expensive for the teams. While the Canadian Curling Association provides some assistance, there are still many costs which are borne by the team during the week-long event. Any assistance that the City of Sault Ste. Marie could provide would be greatly appreciated by the team.

The Northern Ontario Curling Association is very proud of this team's accomplishments and we believe they will represent our curling province very well at the national event.

If you require additional information, please contact me anytime.

Sincerely,

Muriel J. Anderson

Muriel Anderson
NOCA Vice President
manderson@curlnoc.ca

COMMUNITY SERVICES DEPT.

MAR 11 2010

RECEIVED

Jerry D. Dolcetti, RPP
Commissioner

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



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ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

April 12, 2010

Our File: B-77-33

Mayor John Rowswell
Members of City council

**RE: LANDFILL SITE, OPERATIONS AND MONITORING 2009
ENVIRONMENTAL MONITORING COMMITTEE**

At the November 29, 2004 meeting, Council approved a revised by-law for the Terms of Reference for the Environmental Monitoring Committee. This Committee is the formal contact with the public for landfill operations and a mandated requirement under our landfill's Certificate of Approval. The 2009 Committee consists of five members of the public, Councilor Butland, City (PWT/Engineering), Conservation Authority and MOE staff.

The revised By-law includes the requirement for an Annual Report to Council following submission of the annual Operations and Monitoring Reports in February to the MOE. This report to Council will summarize the conclusions and recommendations of the two reports for 2009, and comment briefly on other issues at the landfill. Copies of the MOE submission are available at the Engineering Department, if any Councilor wishes to review them in detail.

**SITE DEVELOPMENT AND OPERATIONS REPORT 2008-2009 – SAULT STE. MARIE
MUNICIPAL LANDFILL**

Waste Quantities and Site Capacity

Approximately 73,510 tonnes of material was received at the landfill in 2009. 81% or 59,419 tonnes of this was landfilled, 6% was exported for recycling or reuse (i.e. metal, wood, batteries, tires, etc.) and 13% was used as daily cover material. Last year, the remaining site life estimate was 9.9 years. This year's report indicates that if the landfill receives the same quantity of waste for disposal in future years (ie. 59,419 tonnes) there is a capacity for approximately 9.8 years, or until early 2019.

Explanations for the small change in capacity available are:

- During the 2008-2009 operating year, a significant volume of interim and stockpiled cover material was excavated from within and adjacent to the active disposal area. This material was occupying air space within the disposal footprint and its removal contributed to a moderate increase in overall disposal capacity relative to the residual capacity reported in 2007-2008.

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Leachate Collection System

A leachate collection system has been operating at the landfill since November, 1992. It consists of a gravity collection system along the south boundary of the landfill and a purge well system on the western boundary. As part of the Canon Creek relocation project that was completed in 2006, the leachate collector system was expanded in a northerly direction in the southeast corner of the landfill along the old creek alignment. The system is designed to intercept leachate before it leaves the site and it is pumped to the City's sanitary sewer collection system. A system of monitoring wells is sampled three times annually to determine the quality of groundwater on and off site in the vicinity of the landfill.

A contaminant plume was detected several years back, which prompted additional purge well construction. Ongoing monitoring of the plume shows that the site is nearing compliance with the boundary criteria, however, it has not yet met with compliance.

In 2008, five new wells were installed west of the landfill to assess the water quality in this area and better define the plume west of the site. All the new wells were sampled in 2009 and the analytical results are generally consistent with background water quality – indicating that the groundwater at these new wells has not been impacted by leachate.

At the suggestion of the MOE in 2008, and since the City of Sault Ste. Marie owns most of the property west of the landfill boundary, an application was made and approved by the MOE for the establishment of this property as a "Contaminant Attenuation Zone (CAZ)". The establishment of the CAZ does not eliminate the need for the purge well system which continues to be maintained, operated and monitored with vigilance, but it helps to alleviate off-site regulatory compliance concerns for the small area of off-site impacts observed west of the site. While this does not expand the landfill footprint itself, it does move the compliance boundary further to the west.

Also, in order to be able to flush the leachate collector system within the landfill, additional flushing ports have been designed and constructed in 2009-2010. An iron precipitate accumulates in the pipes and impedes the flow.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six (6) passive flares installed and approved in 2007. Over the past six (6) years we have concluded, based on our complaint records and our own observations that we have had some success.

Due to the new landfill gas regulation (2008), our landfill must "actively" collect its landfill gas. In 2009 the system has been designed and tendered with Avery Construction being awarded the job in January, 2010. Construction is to begin this Spring, as the system must be operational by December 2010 in order to comply with legislation.

During 2009, three distinct sets of odour complaints were received. All three events were related to the delivery and landfilling of sludge. The Biosolids Management Study is nearing completion with the goal of addressing this issue.

Technology Demonstration Project – Elementa

During 2009 Elementa entered into a Waste Supply Agreement with the City of Sault Ste. Marie for a guaranteed quantity of 12,500 tonnes. The project proposes to use steam reformation to produce synthetic gas ("syngas"). The demonstration/commercial plant will be constructed off of the landfill property with the plan for the pilot plant unknown at this time.

SAULT STE. MARIE MUNICIPAL LANDFILL SITE MONITORING REPORT 2009

This report is a detailed, lengthy document providing all the results of the groundwater, surface water and landfill gas monitoring program undertaken in 2008. The purpose of the monitoring program is fivefold:

- To monitor the quality of groundwater and surface water in the vicinity of the landfill site;
- Assess the ability of the natural environment to attenuate contamination from the landfill site;
- Establish whether concentrations of targeted chemical parameters in the groundwater and surface water exceed boundary criteria established by the Ministry of the Environment (MOE);
- Predict future movement of contaminants and therefore predict future compliance with MOE criteria; and
- Ensure safety within any of the buildings at the site from a landfill gas perspective.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

Consistent with the results of 2008, the results of the 2009 groundwater monitoring program indicate that natural attenuation processes including dilution by infiltrating precipitation are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. Prior to 2001, results along the western boundary showed exceedances for several parameters in both on site and off site monitoring wells. The boundary criteria for most of these parameters are based on aesthetic objectives (i.e. non-health-related objectives) for drinking water. The approval of the Contaminant Attenuation Zone will help alleviate off-site regulatory compliance concerns along the western site limit.

A reply from the MOE Hydro-geologist, Shannon Innis, was received on September 3, 2009 regarding the 2007 and 2008 reports. In general, it states that the "reports are thorough and that the site is well monitored." All other comments and recommendations have been addressed.

Surface Water Quality

There were some exceedances in surface water quality although most were not considered to be an effect of the landfill as upstream sampling showed similar results. The relocation of Canon Creek away from the landfill in the Fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River, although only minor improvements have been noted to-date. It is noted however, that there is no evidence of the iron precipitate that used to cover much of the riverstone and therefore the leachate contamination does not appear to be entering Canon Creek.

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A reply from the MOE Surface Water Specialist, Ed Snucins, was received on March 10, 2010 regarding the 2008 report. Mr. Snucins' comments and recommendations will be addressed and included in the 2010 report.

A letter was also received from Evan Timusk, Department of Fisheries and Oceans, stating they are very pleased to see the positive results (to-date) of the Canon Creek relocation project and that our DFO reporting requirements are now satisfied.

Methane Gas

In 2008, for the first time, methane gas concentrations in the explosive range were measured at one of our methane gas monitors. This occurred at a manhole, located east of the Maintenance Building, for four out of six events in 2008. Results in 2009 continued to indicate landfill gas migration in the subsurface away from the landfill in a southwesterly direction. As the landfill continues to develop in a westerly direction, elevated methane concentrations are expected at several of the monitoring locations.

In December 2009, a methane mitigation project was tendered and a contract awarded to S & T Electrical Contractors. The system has been installed early 2010 and is currently being commissioned.

SUMMARY

The Environmental Monitoring Committee meets three times per year to discuss these and other issues as they arise. The third meeting of each year is often held at the landfill so that a tour of current activities can be provided to Committee members.

This report is for Council's information.

Respectfully submitted,

Recommended for Approval:



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



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



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ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

April 12, 2010

Our File: B-77-33

Mayor John Rowswell
Members of City Council

RE: LANDFILL GAS COLLECTION PROJECT

BACKGROUND

In a Council report dated May 11, 2009 the landfill gas collection project was described in detail. It was explained to Council that this effort is a legislated requirement, but is also a benefit for the City as it will help mitigate odour from the site.

Since the point in time we learned of this new regulation, our Consultant (AECOM and Dillon Consulting) have worked with Public Works to operate the site with the goal of bringing as much of the area to final contours as possible. It is understood that once the wells and associated works are installed, operating heavy equipment in the area may become more challenging.

Based on several factors including the annual volumes of waste being disposed at the site and the discovery of pockets of granular material, the design of the gas collection system has been re-examined. It was hoped a larger area would have been at final elevation by this Spring, however, we find ourselves still working in the northeast portion of the site.

Several years ago waste was being landfilled in the southeast portion of the site, however, in this area the depth of waste is not near the final grade. Public Works indicate that odours may be coming from this portion of the site. Our Consultants have designed a system to be installed in the shallow depths of waste in order to address this potential odour issue. It should be noted the work in this area was to be completed once it was at final grade and included in a future phase of the landfill gas collection system.

FUNDING REQUIREMENT

The details of the funding of this project were presented in the Council report dated May 11, 2009. In that report it was explained that the preparation of the site for the wells required additional equipment, supplies and staffing by Public Works to bring the site to the closure contours. As this closure effort continues, an additional \$200,000 is required from the Landfill Reserve to be dedicated to Public Works this year. In addition, the well construction in the southern portion of the site will require an additional \$100,000 from the Landfill Reserve. Bill Freiburger, Commissioner of Finance has been consulted and agrees that this should be the City's source of funding. The total amount from the landfill reserve used in association with

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this project would now be \$1,764,374. It is noted that significant Ministry of Environment ('MOE') funding (\$1,461,938) has been received for this project, however, this effort is beyond the MOE allotment.

RECOMMENDATION

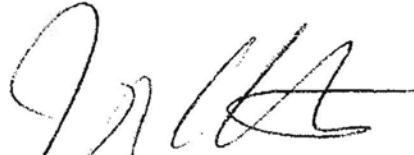
The Engineering and Planning Department recommends that an additional \$300,000 from the Landfill Reserve be spent on the landfill gas collection system to fund Public Works effort and additional wells in the southern portion of the site.

Respectfully submitted,

Recommended for Approval:

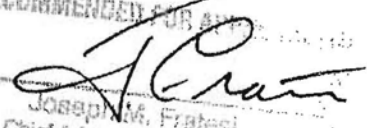


Susan Hamilton Beach, P. Eng
Land Development & Environmental Engineer



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



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ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 04 12

Mayor Rowswell and
Members of Council

**Re: Resurfacing of City Streets – 2010
Miscellaneous Construction Program**

The resurfacing program for the 2010 construction season will include the following streets:

Northern Avenue from North Street to Reid Street

This street will be resurfaced using an asphalt resurfacing technique, including a 50 mm layer of new surface asphalt.

Old Garden River Road from Third Line to Landslide Road

Over the past few years, Fifth Line east of Great Northern Road and all of Landslide Road has received recycled asphalt donated from several cold-in-place asphalt recycling projects, and overlaid with a thin layer of surface course asphalt. It is a very cost effective method of resurfacing our rural roads. It is proposed that this technique be continued on Old Garden River Road between Third Line and Landslide Road. This will complete the resurfacing of this rural corridor.

The above program will be funded by the budgeted amount in the 2010 Miscellaneous Construction budget for resurfacing streets.

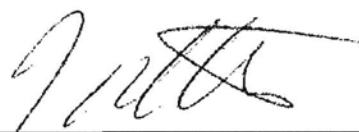
This report is submitted for Council's information.

Respectfully Submitted,

Recommended for Approval,



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



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

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Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



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ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 04 12

Our File: Contract 2009-12E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2009-12E
TOWN LINE ROAD BRIDGE REPLACEMENT – WAIVE HALF LOAD RESTRICTIONS ON
BASE LINE AND TOWN LINE ROAD**

As Council is aware, The Town Line Bridge Replacement Contract was awarded to Avery Construction Limited at the council meeting of 2009 08 24. The Contractor wishes to construct and load a test pile as soon as possible. This is required in order to complete all work before the Ministry of Natural Resources restriction for working in a fish habitat takes effect on September 1st. In order to get equipment and materials to the site they require the City to waive the half load restrictions on portions of Base Line and Town Line Road.

Accordingly, the Engineering Department recommends that Council waive load restrictions on Base Line from 1,310m west of Allen's Side Road to Town Line Road and on Town Line Road from Base Line to Herkimer Road for Avery Construction Limited to commence operation on the above-mentioned contract. By-Law 2010-77 has been placed on the Agenda for your consideration.

Respectfully submitted,

Carl Rumel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Probst
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



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ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 04 12

Our File: Contract 2007-4E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2007-4E - TRUNK ROAD IMPROVEMENTS
CLOSURE OF LAKE STREET AT TRUNK ROAD**

As Council is aware, Contract 2007-4E was completed by Ellwood Robinson Limited during the summer of 2008. Under this contract, PUC Services Inc. had planned to reconstruct a section of their municipal watermain but were unfortunately unable to complete the work in 2008 or 2009. This work will be proceeding on April 21, 2010 and requires the closure of Lake Street along the south side of Trunk Road. This closure will be approximately seven (7) weeks and will not impact traffic on Trunk Road.

By-Law **2010-75** authorizing the closure of Lake Street along the south side of Trunk Road from April 21, 2010 to June 12, 2010 has been placed on the Agenda for your consideration.

Respectfully submitted,

Carl Rumel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

CR/al

RECOMMENDED FOR APPROVAL

Joseph M. Gratesi
Chief Administrative Officer

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

5(y)

REPORT TO: Mayor John Rowsell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2010 04 12

SUBJECT: PALMER CONSTRUCTION GROUP – A-5-10-Z – 2325
GREAT NORTHERN ROAD –BY-LAW 2010-57

City Council passed By-law 2010-57 on March 8, 2010. That by-law proposed to rezone the subject property from Rural Aggregate Extraction zone to Rural Aggregate Extraction zone with a special exception to permit a portable asphalt plant.

The by-law was appealed to the Ontario Municipal Board by Mr. James Agnew of 2515 Great Northern Road. Mr. Agnew feels a licence should first have been issued under the Pits and Quarries Act and also that the map attached to the planning material and by-law were misleading. The appeal was sent to the Clerk's Office on Friday, March 26, 2010.

The procedure now is that the Legal Department sends a package of material to the OMB. We should have a hearing date within 3 months of the material being sent to the OMB.

Yours truly,

Lorie A. Bottos
City Solicitor
LAB:on

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Staff/Council Reports/2010/Palmer Construction Group/on

5(z)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

REPORT TO: Mayor John Rowsell
and Members of City Council

REPORT FROM: Lorie Bottos, City Solicitor

DATE: 2010 04 12

RE: REQUEST FROM JOE SPINA AND SONS ENTERPRISES LTD. TO DEEM THE SOUTH HALF LOT 8 AND LOT 9, PLAN 5240, LOTS 7, 8 AND 9 PLAN 4250 AS NOT BEING PART OF A PLAN OF SUBDIVISION (FARWELL SUBDIVISION) - BETWEEN SPRING AND MARCH NORTH OF BAY STREET

PURPOSE

The purpose of this report is to recommend to Council that a by-law be passed to deem four and a half lots in two plans of subdivision as not being lots in a plan of subdivision.

ATTACHMENTS

Attached is a copy of the portion of the plans of subdivision showing the lots in question.

COMMENT

Joe Spina and Sons Limited has asked that four and half lots located between March and Spring Street, just north of Bay be deemed not to be lots in a plan of subdivision. By having the lots deemed the property will be viewed as one piece of land for assessment purposes. The property could no longer be sold as individual lots without the by-law being repealed or a Committee of Adjustments severance.

A deeming by-law is provided for in the Planning Act. The intention of section 50(4) of the Planning Act which allows a subdivision to be "deemed" was that council could control development in older subdivisions. A deeming by-law can only be passed in subdivisions that are at least 8 years old.

RECOMMENDATION

The recommendation before Council is that:

- 1) That by-law 2010-71 which appears on your agenda this evening that has the effect of deeming the South Half Lot 8, Lot 9, Plan 5240 and Lots 7, 8 and 9 Plan 4250 as not being lots in a registered plan of subdivision. The by-law is recommended for Council's approval.

Respectfully Submitted,



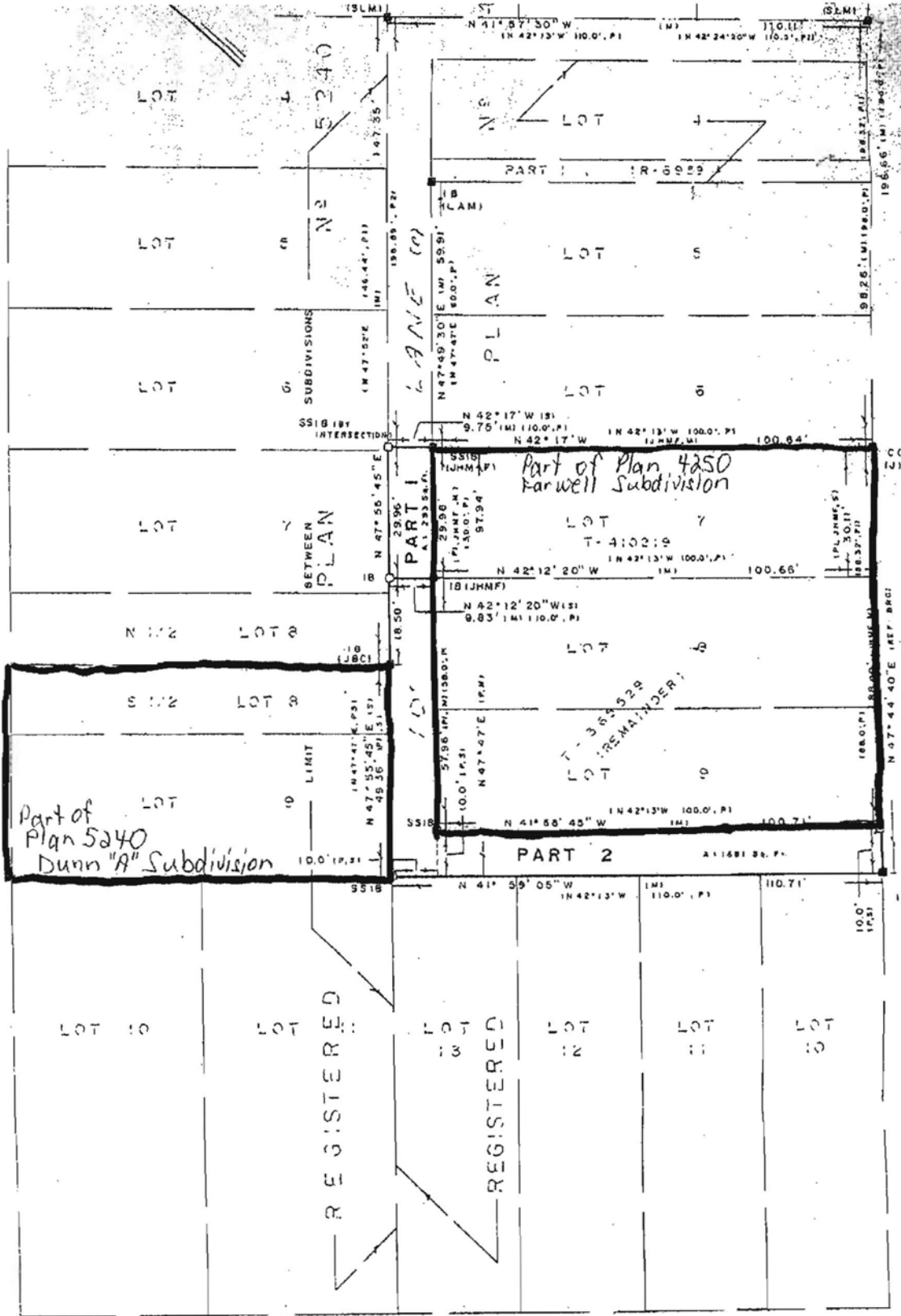
Lorie Bottos,
City Solicitor
LAB/da

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

MARCH



B A Y

(ORIGINAL TOWN PLOT)

STREET

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. P.4.5.343

REPORT TO: Mayor John Rowsell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2010 04 12

**SUBJECT: ACQUISITION OF 1.47 ACRES FROM ONTARIO REALTY
CORPORATION - PART 1 ON 1R-11700 - MCNABB AND SOUTH
MARKET REALIGNMENT**

1. **PURPOSE**

The purpose of this report is to recommend to Council the entering into of an Agreement of Purchase and Sale with the Ontario Realty Corporation for the acquisition of 1.47 acres of property north of McNabb Street, west of Manitou Drive.

2. **ATTACHMENT**

Attached is a copy of a portion of reference plan 1R-11700 showing the property as Part 1 on that plan.

3. **BACKGROUND AND COMMENT**

For some time the City has been negotiating with the Ontario Realty Corporation (ORC) for the acquisition from ORC of 1.47 acres. This property is needed to facilitate the relocation of a rail siding servicing Shell Canada on the north side of McNabb. The purchase price agreed upon was \$11,000 for the land, plus \$4,000 representing costs incurred by the vendor in preparing the property for sale. This last figure is not uncommon when ORC is disposing of smaller parcels.

In addition to this property from ORC the City is continuing to negotiate for the acquisition of a sliver of land between Part 1 and the Shell Canada property. This property is owned by a private company and I should have a report to Council on that property in the very near future.

4. **RECOMMENDATION**

Appearing on your Agenda this evening is By-law 2010-76 which authorizes the Mayor and the Clerk to sign an Agreement of Purchase and Sale between the City and Ontario Realty Corporation. This by-law is recommended for Council's approval.

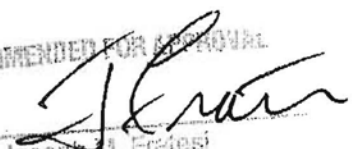
Respectfully submitted,



L. A. Bottos
City Solicitor

LAB/da
c.c. Don Elliott, Director of Engineering Services
Attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fradesi
Chief Administrative Officer

METRIC NOTE:

DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SCHEDULE		
PART	SECTION	PIN
1	PART OF SECTION 33 TOWNSHIP OF TARENTORUS	PART OF 31504-0002
2	PART OF SECTION 4 TOWNSHIP OF ST. MARY'S	PART OF 31503-0004

PART 1 COMPRISES PART OF PIN 31504-0002.
PART 2 COMPRISES PART OF PIN 31503-0004.

Part of
PLAN 1R-11700

RECEIVED AND DEPOSITED

DATE: April 27, 2009

Asst. "J.J. DeLuce"

DEPUTY LAND REGISTRAR FOR THE LAND TITLES
DIVISION OF ALGOMA (No. 1)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER
THE LAND TITLES ACT.

April 27/09
DATE

F.E. WALL

PLAN OF SURVEY OF
PART OF SECTION 33
IN THE
TOWNSHIP OF TARENTORUS
AND
PART OF SECTION 4
IN THE
TOWNSHIP OF ST. MARY'S
NOW IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA

SCALE 1 : 1000

F.E. WALL O.L.S.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

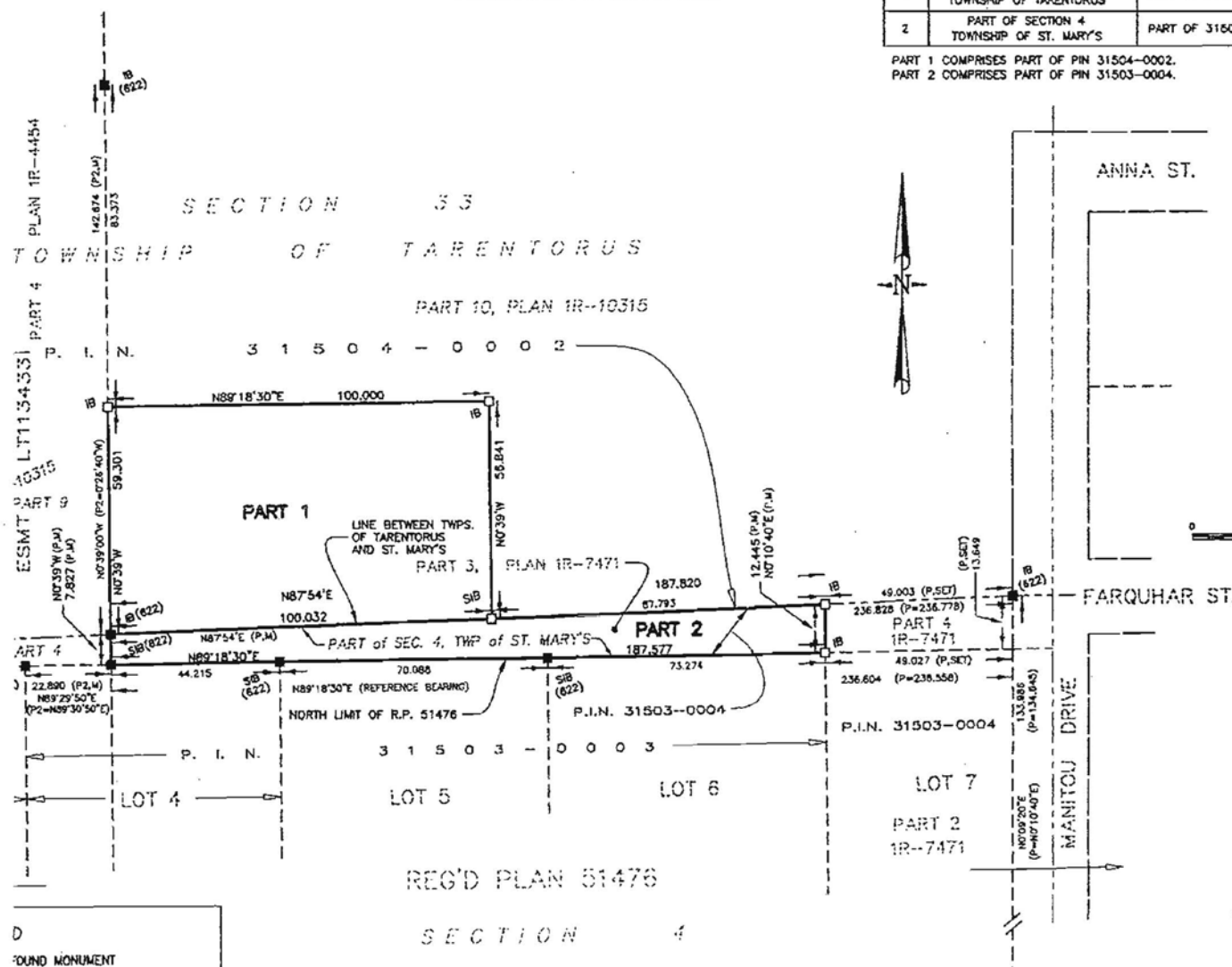
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM;
- THE SURVEY WAS COMPLETED ON THE 2nd DAY OF FEBRUARY, 2009.

April 27/09
Sault Ste. Marie, Ontario

F.E. Wall
Ontario Land Surveyor

BEARING NOTE:

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE SOUTH LIMIT OF PART 3, AS SHOWN ON PLAN 1R-7471, HAVING A BEARING OF N88°18'30"E.





2010 04 12

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Request to extend the Urban Service Line – Allen's
Side Road

The Urban Service Line (USL) identifies the area in which full municipal services (water and sanitary sewer) are either currently available or can be extended. Properties within this area are taxed at a slightly higher rate in recognition of these services.

The City has received a request from McRain Developments Inc. (attached) to extend the Urban Service Line 110m to provide services for the proposed solar panel manufacturing facility at 520 Allen's Side Road. Although the applicants drawing indicates that services will be extended only 280 feet (85m), the USL should be extended across the width of the proposed property.

This proposal has interviewed by both PUC Inc. and the City's Engineering Division, who both support the request. All costs will be the responsibility of the developer. No other properties are affected by this amendment.

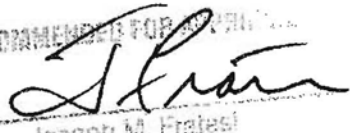
Should City Council approve this request, the City's Legal Department will prepare a by-law for City Council approval and make application to the Ontario Municipal Board. OMB approval is required for any changes to the Urban Service Line and the Board will also provide direction to the City on appropriate public notice following City Council's approval.

Planning Director's Recommendation

That City Council approve the request to extend the Urban Service Line 110m north along the east side of Allen's Side Road.

DBM/pms

Data\APPL\REPORT\Request to extend Urban Service Line - Allen's Side Road.doc

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(bb)



March 23, 2010

Mr. Don McConnell
Chief Planner
Corporation of the City of
Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
PIA 5L8

Dear Don:

Re: McRain Developments Inc. – Allens Side Road Property

As per our telephone conversation and the sketch you received from M.R. Wright Engineers, please be advised that Palmer, on behalf of the property owner, McRain Developments Inc., wishes to extend sewer and water services to the property which has recently been rezoned by the City of Sault Ste. Marie for the construction of a solar manufacturing facility.

It is our understanding that this extension requires a revision to the urban service line, and we hereby request such revision.

Thank you.

Yours truly,

**PALMER CONSTRUCTION GROUP INC.
McRAIN DEVELOPMENTS INC.**

A handwritten signature in black ink, appearing to read "Terry Rainone".

Terry Rainone



2010 04 12

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowsell
and Members of City Council

SUBJECT: Signs By-law 2005-166 – Amendments to
Portable Signs Regulations

REQUEST: City staff is requesting City Council to approve
amendments to the current portable signs
regulations, as they pertain to enforcement,
placement on city property, and the sight
triangle setback.

CONSULTATION: Engineering – No Objection
Building Division – No Objection
Legal Department – No Objections
PUC Services – No Objections
PW&T – No Comment

Introduction

In 2005, City Council approved Signs By-law 2005-166. At that time, the intent was to consolidate a number of By-laws, with minimal changes.

Since that time a number of issues have arisen with the consolidated By-law, especially as it pertains to regulations for portable signs and more specifically, enforcement, the location of portable signs on City property, and the site triangle setback.

Elsewhere on this agenda is a resolution requesting a comprehensive review of the City's sign by-law. Planning staff fully support this request and will begin a review shortly. However the portable sign concerns and recommendations discussed in this report have been largely identified by the sign industry and it is

appropriate to proceed at this time to ensure consistency within the industry. A further more detailed review of portable signs will be undertaken as part of the requested comprehensive review of the City's sign by-law.

Portable Sign Enforcement

Section 2.1 notes that 'the Municipality may remove an illegal portable sign 10 working days after written notice to the owner of the portable sign'. Illegal signs include those signs for which a permit has not been obtained. While a 10-day notice prior to removal is currently a legal requirement, it has created a number of issues for the Building Division. Once the owner receives notice the sign is removed, only to be relocated illegally. The result has been the Building Division chasing illegal portable signs throughout the community.

The Building Division notes that this has become a strategy to avoid permit fees, and erect signs in illegal locations, until such time that notice is given, than the sign is moved to another illegal location without a permit.

This amendment proposes the following enforcement tools:

1. Where a portable sign or portion thereof, is illegally located upon City property, the sign will be towed, without notice, and at the sign owner's expense. Once towed, the sign will be stored for a period not to exceed 15 days, upon which the sign will be destroyed. Such signs towed from City property may still be subject to applicable fines.
2. Where a portable sign is located on private property without a permit, or located in a manner that is contrary to Signs By-law 2005-166, the property owners for which the sign is located shall be subject to fine(s) in accordance with the Provincial Offenses Act.

The Building Division will continue to use sound judgement procedures prior to removing a sign, or fining a property owner. If the violation appears to be an oversight, the owner will be notified to correct the situation; however where signs are located without permits, fines will be levied without prior notice.

Sight Triangle Setbacks for Portable Signs

Part of the goal of the original consolidation of Signs By-law 2005-166 was to minimize any changes to the regulations, especially numeric changes to setbacks. Signs, buildings, structures, fences, and hedges all must meet 'sightline triangle' setbacks on corner lots, or where a driveway intersects with a roadway. These setbacks, often referred to as 'daylight triangles' ensure an open sightline toward oncoming traffic and pedestrians.

The original portable Signs By-law outlined a 3.05m (10') sightline triangle, whereas the current by-law outlines a 10m (33') sightline triangle. The signs industry has noted that even though the By-laws were to remain the same, this was substantially changed. In consultation with Public Works and Transportation, it has been determined that it is appropriate to revert back to the original 3.05m (10') sightline triangle, and that public safety will still be maintained. It is likely that the required 10m sight triangle requirement was an administrative error that occurred during the consolidation of By-law 2005-166.

Portable Signs Located Upon City Property

Section 2(g) of the By-law notes that 'portable signs shall be located on private property, however, where special circumstances warrant, portable signs may be allowed on the road allowance or City property subject to the approval of Public Works and Transportation once the site has been inspected and found to be safe and not obstructive to traffic movements.'

Over the years, the interpretation of 'special circumstances' has been one of public safety. Basically, if the sign did not pose threat to the safe movement of vehicular and pedestrian traffic, it was permitted to be located on City property.

The original intent of 'special circumstance' was that it was physically impossible to locate the portable sign on public property. Such special circumstances might include a future road widening taking which encroached on private property, or required parking spaces abutting a lot line.

The term 'special circumstances' creates a grey area, however this grey area is appropriate in granting staff the flexibility of application, as each scenario is different.

In this case, an amendment is not being requested, but rather a change of interpretation on the term 'special circumstances'. Going forward, applications to locate a portable sign on City property must include reasoning why the sign cannot be located on private property. When reviewing such applications, the Planning Director must be satisfied that the sign cannot be reasonably located on private property. A review for vehicular and pedestrian safety will also be conducted by PWT.

SUMMARY

This Report is requesting that City Council approve two amendments to Signs By-law 2005-166. The first amendment deals with the enforcement, or removal of illegal signs. The requirement that the Municipality provide notice to the illegal sign owner has created a loophole whereby signs are relocated prior to being removed. This has become a never ending game of 'cat and mouse'. This is not fair to those sign owners that do follow the rules. The second amendment

reduces the sight triangle requirements from 10m to 3.05m, which is consistent with the original requirement.

Council's endorsement is also requested to limit the placement of portable signs on City property to those circumstances where it can be demonstrated that the placement of the sign on private property is not appropriate, or possible.

Planning Director's Recommendation

That City Council accept this report as information, and authorize staff to proceed with public notice for City Council's consideration of the following amendments to Signs By-law 2005-166:

1. Part 1: 2.1(1) – Where a portable sign, or portion thereof is illegally located on City property; the sign may be towed, without notice, and at the owner's expense. Once towed, the sign will be stored for a period not to exceed 15 days from the day it was removed. After 15 days the sign will be destroyed. Such signs towed from City property may also be subject to applicable fines.
2. Part 1: 2.1(2) - Where a portable sign is located on private property without a permit, or located in a manner that is contrary to the provisions set out in Signs by-law 2005-166, the property owner for which the sign is located shall be subject to fine(s), without prior notice, and in accordance with the Provincial Offenses Act.
3. Part 1: 2 (j) – No portable sign shall be located within a distance of 3.05m (10') from the intersecting lot lines, or projections thereof that abut a street intersection, or driveway.

That City Council approve a policy eliminating the placement of private portable signs on City property, except where it can be demonstrated to the satisfaction of the Planning Director that it is not appropriate, or physically possible to locate such signage on private property.

PT/pms

6(1)(a)

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



2010 04 08

MEMO TO: Council
SUBJECT: Abuse of the Intent of Acting Mayor

The status of Acting Mayor was implemented by Council to assist with Council meetings where the Mayor is unable to act. What I understood of Acting Mayor status was recently taken to a new level last week when the Hub Trail Fort Creek contracts were retrieved from the Mayor's Office. I was holding off signing of the contracts because of a Council resolution February 22, 2010 on this matter, as I had felt staff had not addressed Council's or my concerns.

I discussed my hesitancy signing the contracts with our solicitor, Lorie Bottos, and was assured that at the next Council meeting with staff reports an active discussion could occur, Council would decide and the signing of the contracts would wait until the next Council meeting.

Early this week, I learned that our CAO, Joe Fratesi, last week had the contracts collected from my office and arranged for Acting Mayor Caicco to sign them. The CAO, instead of working with the Mayor to resolve the concerns, took an alternative route to have the Acting Mayor proceed with what the CAO felt should have occurred.

I was always in position to act as Mayor and CEO of the Corporation of the City of Sault Ste. Marie. The rules of Acting Mayor need to be revisited because it is not the intention to allow this type of behaviour to occur by staff who are conducting city matters behind the Mayor's back. As the CEO of the Corporation of the City of Sault Ste. Marie and as Mayor, oversight is my elected responsibility and in this case (Hub Trail Fort Creek bridges), I was doing my best to perform this role.

I am asking Council to suspend Acting Mayor status until such time staff respect and understand that the intention is not to have a backdoor around the Mayor and his elected responsibility.

Respectfully submitted,



John Rowswell,
MAYOR

Attachment

cc: Joe Fratesi, CAO
Lorie Bottos, City Solicitor

(b)(1)(a)



CITY COUNCIL RESOLUTION

Date: February 22, 2010

Agenda Item

(b)(1)(a)

MOVED BY
SECONDED BY

Councillor T. Sheehan
Councillor F. Fata

Resolved that the report of the Planning Division dated 2010 02 22 concerning the Hub Trail Construction – Fort Creek Conservation Area – City Contract 2010-1E be accepted and the Planning Director's recommendation that City Council award Contract 2010-1E (Hub Trail Construction - Fort Creek Conservation Area) to R.M. Belanger Limited, in the amount of \$2,779,863.45 (including GST) subject to a further review of the bridge and foundation materials, design and alignment be endorsed. CARRIED.

☒ CARRIED
☐ REFERRED

☐ DEFEATED
☐ OFFICIALLY READ NOT DEALT WITH

☐ AMENDED
☐ DEFERRED

SIGNATURE

☐ C.A.O.
☐ City Solicitor
☐ Comm. Finance/Treasurer
☐ Comm. Eng. & Planning
☐ Comm. Human Resources

☐ Comm. Community Services
☐ Comm. P.W. & Transportation
☐ City Clerk
☐ Fire Chief
☐ Police Chief

☐ Mayor
☐ Dir. Libraries
☐ E.D.C.
☐ Cons. Authority
☐

6(3)(a)

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 04 08

Memo to Mayor and Members of City Council

Re: Fort Creek Hub Trail Bridges

I have received copies of two memos which the Mayor has addressed to Council regarding the Hub Trail bridges. One is dated April 7, 2010 and the other is dated April 8, 2010. I believe that both have either been sent to Council members and/or will appear on the regular Council agenda. These memos are in connection with the Mayor's ongoing concerns regarding the design, materials and foundations for the bridges which are to be built as part of the project in Fort Creek.

Council will recall that the Mayor raised similar concerns with this at the Feb. 22, 2010 Council meeting, when Council awarded the contract for the project. At that time, the resolution which gave approval to proceed was amended so that the concerns expressed by the Mayor would be reviewed by the consulting engineers and the sub-consultants on the project. Such a review, has in fact, been undertaken by all of the engineers involved in the project, including City engineering staff. All are satisfied that the design, materials and foundations proposed in the tender submitted, are satisfactory. The Mayor, however, continues to professionally disagree with these conclusions.

The first memo is very critical of the engineering recommendations which support the project as tendered. As a result, representatives of all of the engineering firms who are involved in this project and who believe that the proposal, as submitted, is appropriate for the Hub Trail construction, will attend the open portion of the Council meeting. As their professional competency and integrity has been somewhat impugned by the Mayor's comments, they will be in attendance to answer any questions and confirm their recommendations.

The second memo is very critical of City staff in that there is a suggestion that they have used a "back door around the Mayor and his elected responsibility" by asking the Acting Mayor to sign the contracts. City staff involved in this project

included Don McConnell, the Planning Director, Jerry Dolcetti, Commissioner of Engineering & Planning, Don Elliott, Director of Engineering Services, Lorie Bottos, City Solicitor and myself, to a lesser extent. All have been very supportive of the Hub Trail and the Fort Creek project. All have been working hard to get this project to construction in accordance with the terms of the infrastructure stimulus grant which requires the project to be completed within the next year. Given that time is of the essence and that the contract, in fact, has been awarded to Belanger Construction, the review of the Mayor's concerns was taken very seriously by City staff and by the consultants. City staff accommodated the Mayor and had many meetings with him including meetings at his home and over the phone after hours. Confirmation by the consultants was passed on to the Mayor who indicated that his preference was to use one of his bridge designs, as well as a different system for the foundations, all of which would have pushed the project costs significantly. The Mayor would not accept re-confirmation by the consultants that their design, in fact, met the requirements of the project and stayed within the budgeted amounts.

During the week of March 22nd, while I was on vacation, the Mayor met with City staff on many occasions and continued his refusal to accept the design, as presented. One of the options discussed by staff was that the Acting Mayor could sign the contracts because Council had authorized such in the Feb. 22nd resolution and the review that Council had agreed to was done without changes being recommended. This in fact was suggested to the Mayor, who indicated that he would sign the contracts. He later changed his mind and indicated that he would not sign the contracts. Staff considered further options which included asking the Acting Mayor to sign the contracts or bringing a report to Council advising Council of the circumstances and asking Council to decide whether or not to accept the recommendation of the consulting engineers hired for this purpose or to accept the Mayor's suggestions.

Upon my return from vacation on March 29th, I was made aware of the "back and forth" that had occurred regarding the Mayor's signing of the contract. I was made aware of staff's frustration in moving this project forward, as well as the awkward position that they had been placed in.

I instructed the Commissioner of Engineering & Planning to ask the Mayor's office for the contracts and asked the Acting Mayor to sign them with the intention that they would not be sealed, delivered or acted upon until after the next Council meeting (April 12, 2010). This was as a result of concern that if the Mayor was not able to attend the Council meeting because of his health, an information report advising Council that the Acting Mayor had signed the contract and that we would be delivering and acting upon it would in fact be put on the agenda. As you can see from the memos, the Mayor sees this as a "back door" approach as opposed to staff doing all within its power to move an important project along, having already undertaken a further review based on concerns expressed by the Mayor.

6(3)(a)

I am sure all staff involved in this matter have found themselves to be in a very awkward position. On the one hand, they were dealing with the consultants who were retained to provide expert advice on this project, while on the other hand, they were being advised by the Mayor that he disagreed professionally with the consulting engineers and City staff involved and that he would refuse to move the project forward.

The Mayor was advised that it would be more appropriate that his second memo be dealt with as a Caucus item. The Mayor insisted that it be placed in open and therefore, this memo is being placed on the open agenda, as well. If necessary, City staff, as well as the consulting engineers are prepared to discuss just how difficult this matter has been since the February resolution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Fratesi", written in a cursive style.

Joseph M. Fratesi
Chief Administrative Officer

JMF:bb

Jerry D. Dolcetti, RPP
Commissioner

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



6d3(a)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 04 12

Mayor John Rowswell
Members of City Council

Re: Contract 2010-1E – Hub Trail Construction – Fort Creek Conservation Area

At the 2010 02 22 meeting, Council approved the following resolution:

"Resolved that the report of the Planning Division dated 2010 02 22 concerning the Hub Trail Construction – Fort Creek Conservation Area – City Contract 2010-1E be accepted and the Planning Director's recommendation that City Council award Contract 2010-1E to R. M. Belanger Ltd., in the amount of \$2,779,863.45 (including GST) subject to a further review of the bridge and foundation materials, design and alignment be endorsed."

A copy of the report on the addendum agenda on February 22nd is attached. The purpose of this report is to summarize the review mentioned in the resolution, and seek clear direction from Council.

Since the meeting of February 22nd, Mayor Rowswell has declined to sign the contract until several questions involving the design of the two pedestrian bridges are resolved. The Engineering and Planning Divisions, the consulting engineer retained by the City for design, and its structural sub-consultant have reviewed the Mayor's suggestions. Those issues and their outcomes to date can be summarized as follows:

- Mayor Rowswell stated that the tendered design of the horizontal and vertical alignment should be changed from tall, long span bridges to aligning the trail down the side slopes of the ravines, and back up, with bridges on the valley floor. The consultants have reviewed several options and determined that this change would add from \$400,000 to \$700,000 to the cost of the construction. The original design provides improved barrier free access. Mayor Rowswell agrees that the vertical and horizontal alignment should remain as tendered.
- The original tender specified weathering or galvanized steel bridge material. The low bid included weathering steel which is low maintenance. The design anticipated prefabricated design-build bridge components from a bridge supplier, and that is what was carried in the tender. Mayor Rowswell stated that we should be using painted steel so that it could be fabricated locally. Neither the consultants nor staff received any calls from local fabrication shops during the tender. Further, it has been estimated by the contractor that there would be a premium for painted steel, plus the added cost of long-term maintenance of the painted structure. The intent is to construct the bridges using weathering steel as tendered.

- The original tender included a non-skid steel deck surface at the recommendation of the Conservation Authority, given the vandalism and arson they have experienced on occasion with wood. The Mayor suggested wood decking be used. Given the likelihood that increased usage may deter vandalism, it was decided by the CA and staff to change to a wooden deck if there is no major cost difference.
- The original design specified a helical pile foundation for the bridge supports. Mayor Rowswell insists that they will not work and that hard piles should be used instead. The consultants advise that there could be extra costs for hard piles, depending on actual depths to bedrock. They are open to submissions of alternatives, but they are normally submitted by the contractor. The tendered design attempts to minimize the size and weight of construction equipment, given soft soils and the remote location of the bridges. This issue remains unresolved at this time.

A meeting was held on Wednesday, March 24, 2010 with the Mayor, Jerry Dolcetti, Don McConnell, Don Elliott, Mike Kresin, and Leo Sanchez and Cole Howson attended by teleconference. Several issues were resolved as noted above; however, there was little progress on the issue of the pile foundation. There was clearly a difference of opinion between the Mayor and the structural sub-consultants on the viability of helical piles. The Mayor advised the group that he had met with the contractor and local fabricator without City staff or the engineer, and provided them with his own component bridge drawings and asked them to price his alternative. His suggestion was that he would donate his bridge design to the City, but would not provide the detailed bridge design to the City's structural sub-consultant for copyright reasons. The structural sub-consultant noted that in order to evaluate a change to hard piles, there was at least some basic information, such as the weight of the bridge components, connection details and overall geometry that they would need. This evaluation was to proceed during the week of March 29th.

Mayor Rowswell has stated on numerous occasions that if the City proceeds with helical piles, that he will request a third-party review through Professional Engineers Ontario (PEO).

In an effort to get the project started, given an early spring, the grant funding deadline and to allow the contractor to at least begin construction of the trails, an e-mail was sent to Mayor Rowswell on Friday, March 26, asking that he sign the contracts. We would instruct the consultant to issue a start work order with the condition that no bridge material would be ordered and no bridge component fabrication would begin until so directed by the engineer. This was so that we could resolve the issue to everyone's satisfaction. In reply, he agreed to sign the contract. On Tuesday, March 30, the Mayor advised that he would only sign the contract with a written condition under his signature that only hard piles would be used for the foundation. After internal discussion, staff agreed that this was not advisable as it would be a major design change that was not the design recommended by the consultant retained by the City.

An opinion provided by the Legal Department provided guidance to staff that in these circumstances, the Agreements could be signed by the Acting Head of Council and the agreements were therefore signed by Councillor Caicco, but not yet delivered or acted upon. Mayor Rowswell advised that his interpretation of the above resolution was that a second report would be brought to Council after the review of the bridge and foundation design. That

was not staff's intention when the resolution was recommended, however under the circumstances it is staff's desire to ensure clear direction from Council.

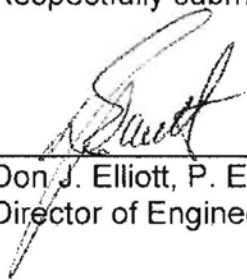
For the information of Council, the prime consultant for this contract is Kresin Engineering Corporation. This firm sub-contracted the geotechnical investigation to M. R. Wright Engineering and bridge and foundation design to Sanchez Engineering, a structural specialist. Sanchez Engineering employs the engineer who designed the foundations for the existing bridge in the Fort Creek area, which will form part of this trail. The bridge components of the contract are addressed as follows. The helical pile foundation design has been recommended by M. R. Wright and Sanchez Engineering, however, the contractor is responsible to retain a registered professional engineer for the piles. Usually this is done by the pile supplier or an authorized agent, who submits shop drawings sealed by a Professional Engineer, to the consultant for review. This is a typical design-build component. The bridge itself is also a design-build component. The structural engineering for the bridge itself is the responsibility of the supplier, whose sealed drawings will also be submitted for review. Final design of the supporting structures between the foundations and the bridge sections will be designed by Sanchez Engineering.

City staff engineers are not experts in structural engineering, however, given all the above in place, staff is satisfied that the appropriate professional expertise has been provided by the design team. What we have is a difference of opinion between two qualified professionals. Should the Mayor choose to request a third-party review, the structural sub-consultant, as stated in the teleconference, is no doubt confident that the use of helical piles is feasible. Further, the detailed design of the foundation will be finalized once the contractor has mobilized and test piles can be constructed and load tested. It is also noted that the contractor's tender is valid for 60 days which expired on April 11. It is assumed the contractor will hold the price if the contract is acted upon, otherwise we may have to retender.

Recommendation

It is recommended that Council award contract 2010-1E to R. M. Belanger Limited in the amount of \$2,779,862.45 (including GST) and should the Mayor refuse to sign the agreement, that the contracts which have been signed by the Acting Head of Council be delivered and acted upon.

Respectfully submitted,

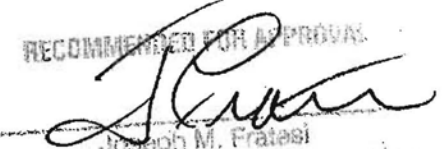

 Don J. Elliott, P. Eng.
 Director of Engineering Services

Recommended for approval,


 Jerry D. Dolcetti, RPP
 Commissioner
 Engineering & Planning

/bb

RECOMMENDED FOR APPROVAL


 Joseph M. Fratesi
 Chief Administrative Officer



2010 02 22

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT**PLANNING DIVISION****TO:**Mayor John Rowswell
and Members of City Council**SUBJECT:**Hub Trail Construction
Fort Creek Conservation Area
City Contract 2010-1E

This evening City Council has a report on their agenda recommending approval of the construction of the Hub Trail through the Fort Creek Conservation Area. This contract includes the supply and installation of two pedestrian bridges that are 90 meters and 135 meters in length. The low bidder, R. M. Belanger Limited has included a total cost of \$1,368,200 for the two bridges and foundations.

Both the bridges and the foundations are design-build components of the contract. The preliminary design was done by Kresin Engineering with the assistance of Sanchez Engineering, a Cobourg, Ontario based firm with experience in pedestrian bridge design. However, the contractor is responsible for retaining the services of a professional engineering firm to complete detail design and submit drawings to the Engineer for approval.

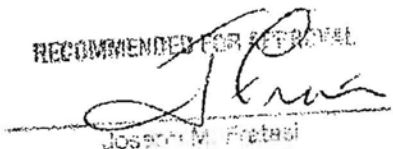
As part of the design-build process, the preliminary design of the two bridges and their foundations will be reviewed to confirm the material, design and alignment which may result in cost savings to the project.

Planning Director's Recommendation

That City Council award Contract 2010-1E (Hub Trail - Fort Creek Conservation Area) to R.M. Belanger Limited, in the amount of \$2,779,863.45 (including GST) subject to a further review of the bridge and foundation design.

DBM/pms

RECOMMENDED FOR APPROVAL


Joseph M. Fretwell
(Chief Administrative Officer)

6(3)(a)

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



2010 04 07

MEMO TO: Council
SUBJECT: Hub Trail Fort Creek Bridges

On February 22, 2010, Council supported my request that there would be a "further review of the bridge and foundation material, design and alignment". My concerns, both professionally and as CEO of the corporation of Sault Ste. Marie, are "public safety". What I can share with Council, that one bridge supplier stated in their quote: "We do not feel that the scheme outlined by the pier foundation that sufficient consideration has been given to accommodating horizontal loads on the bridge." Further, the vertical loads were quoted by this bridge supplier are very high.

It appears to me that the knowledge I have as a professional engineer designing similar bridges across Ontario, I agree with this bridge supplier; foundation strength and stability of the bridge are an issue. For this reason, I requested the review and as of this date, our engineering department with their selected consultant have not addressed these concerns. I have asked that this matter be brought back to Council for Council's direction.

I want Council to understand how poor the soil is; river bottom clay you make mud pies out of, or there about. The new Superior Heights high school has better grounds, close to Fort Creek. They are not using helical piles; they are using end bearing (hard) piles in their design. In our case, our bridges almost 800 feet long need the same degree of support.

I am asking Council to authorize staff to proceed with using end bearing piles to improve reliability, strength and stability of the foundations, and the insurability of the Fort Creek bridges in our community Hub Trail.

Respectfully submitted,

John Rowswell,
MAYOR

Attachment



SAULT STE. MARIE POLICE SERVICE

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

7(a)

ROBERT D. DAVIES
Chief of Police

BOB KATES
Deputy Chief of Police

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

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

April 7, 2010

Mayor J. Rowswell and Members of City Council
City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Rowswell and Councillors:

Re: Business Plan 2010 - 2012

As per our protocol agreement between Council and the Sault Ste. Marie Police Service with respect to the sharing of information, I have enclosed copies of the Sault Ste. Marie Police Service's new three-year Strategic Business Plan.

The Police Service and the Police Services Board developed a new three-year Business Plan that sets new goals and objectives for the period of 2010 to 2012. Input for the plan's creation was received through community feedback with respect to the provision of policing services. Stakeholders from the general public, community agencies and organizations along with our City and Prince Township were asked to comment on matters such as their satisfaction with the Police, crime and public safety concerns and expectations pertaining to policing services. The information was then compiled along with the mandatory provincial policing requirements and formatted in a business plan that outlined our Service's new goals and objectives.

Should yourself or any members of Council require further information on the plan they are invited to contact myself or Sergeant Lee Campbell, Planning and Research Officer for the Service.

Yours truly,

Robert D. Davies
Chief of Police
RDD:ah

Enclosures

Committed to Excellence in our Community

7(d)

Recommendations for Sunflower Production

Cultivation

- standard plowing and disking of field
- standard 30 inch row spacing
- north to south orientation for higher yields

Seeding

Seeding date for Algoma May 24 to June 1

Seeding rate 4lbs per acre

Total seed for 14 acres = 56 lbs of seed
1 inch deep, 3 seeds every 10 inches

Variety

There are 3 types of sunflowers; confectionary, birdseed and oilseed varieties.

To produce biodiesel an oilseed variety is required. Two main varieties are NUSUN and Pioneer. Cost of seed is \$15 to \$20 per acre.

Total cost is \$210 to \$280

Compost

Approximately 4-7 tandem loads for 14 acres

Fertilizer

Depending on amount of compost used, 14-28 fifty pound bags 16-16-16
Cost is \$20 to \$40 per acre or
\$280 to \$560 Total

Weed Control

Usually weeds are not a problem in sunflower production because sunflowers out compete weeds. The main weed control is cultivating between rows twice per season.

Yield

A good yield is 2000lbs per acre. The seed contains 35 to 50% oil therefore average oil per acre would be about 98 gallons. Total would be 1372 gallons. After oil is extracted, sunflower meal can be used for fodder for ruminants.



Soil Test Results

The results of the soil test revealed a sodium level of 272 which is very high. Sunflowers are only moderately tolerant to sodium. To yield 2400 lbs of sunflower seed we need to add per acre:

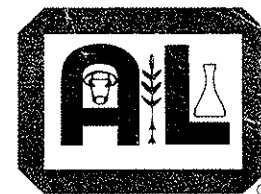
110 lbs of Nitrogen(N)
35 lbs of Phosphorus (P_2O_5)
90 lbs of Potassium (K_2O)

By using compost it is possible to reduce or eliminate the amount of chemical fertilizer required. Compost will also correct the other problem found in the soil sample; the saturation point is 4 which is very low. This means the soil has less organic matter and will have problems holding water. Compost is high in organic matter and will increase the water holding capacity of the soil. By concentrating the compost into a furrow, it maximizes fertility, water capacity and minimizes salt concentration in the soil.

Report Number: C09281-383
Account Number: 95000

A & L Canada Laboratories Inc.

2136 Jetstream Road, London, Ontario, N5V 3P5
Telephone: (519) 457-2575 Fax: (519) 457-2664



To: STEPHEN BUTLAND
40 ANGELINA AVE
SAULT STE MARIE, ON P6A 4C6

For:

Report Date: 10/20/09

SOIL TEST REPORT

Page: 1

Sample Number	Lab Number	Organic Matter	Phosphorus - P ppm Bicarb Bray-P1	Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	pH pH Buffer	CEC meq/100g	Percent Base Saturations					
1	7455	1.4	9 L 13 L	46 L	135 H	1000 M	272 VH	7.7	7.4	1.6	15.2	67.3			15.9

Sample Number	Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts ms/cm	Saturation P %	Aluminum Al ppm	Nitrate Nitrogen NO3-N ppm	K/Mg Ratio	ENR	Field ID
1							0.5 L	4 VL	400		0.11	26	

OE

VL = VERY LOW

L = LOW

M = MEDIUM

H = HIGH

VH = VERY HIGH

SOIL FERTILITY RECOMMENDATIONS (lbs/ac)

Sample Number	Crop	Yield Goal	Lime Tons/Acre	N	P2O5	K2O	Mg	Ca	S	Zn	Mn	Fe	Cu	B
1	Sunflower	2400 lbs	0.0	110	35	90	5	0						

Crop yield is influenced by a number of factors in addition to soil fertility. No guarantee or warranty concerning crop performance is made by A & L.

East End Snow Dump - 11.6 Acres Available for Planting



7(e)

Chapter 7

ALGOMA

In my end is my beginning.

—MARY, *Queen of Scots*

THE YEAR 1934 was, for James Dunn, the time of decisive change in his life. The events of that year altered the whole course of his destiny. Instead of being remembered by a small number of people as an eminently shrewd and successful financier, his name would go down to glory as one who had risked everything in the stern conflicts of industry and, in the end, emerged as the single-handed creator of a vast industrial empire. At the age of sixty, when many men begin to think gratefully of retirement, James Dunn, to whom retirement was a disagreeable word and an unacceptable thought, launched boldly and dramatically upon a new career.

From now onwards, the theme of his life was to be the Algoma steel enterprise.

The project may have been subconsciously with him for some time. For years he had been buying shares in Algoma at varying prices, paying as little as a dollar a share and sometimes more. Between 1916 and 1918 he had bought Robert Fleming's personal holding at a modest

7(e)

ship. James Dunn, in the last decade of the allotted span of life and quite inexperienced in industrial management, would provide the leadership.

Dunn's arrival at Algoma was an exciting event. The Vice-President, Mr. John A. McPhail, gave a dinner party to 260 office workers, superintendents and foremen so that they could meet their new Chairman. In a brief speech McPhail outlined Algoma's policy for the future.

"Heavy fixed charges, holding companies and the tangled financial situation which has burdened the company in the past have all been swept away in its reorganization," he said.

"The company is not supporting any holding companies. Its organization has been reduced to the simplest proportions. It is hardly possible to estimate what holding companies have cost the company in the past.

"Sir James Dunn is not operating by proxy. He didn't vote himself a salary of \$50,000 a year, not even the dollar a year he spoke of—we even chiselled the dollar out of him! He has taken stock for his holdings and he won't get one dollar of revenue until the company is on its feet and can pay it."

One local newspaper, reporting this, added editorially: "Never have we been left with such a glowing hope that the Sault's troubles have finally found their solution, and the dawn of a better day is not far distant in this long expectant community."

7(e)

"Sir James is a firm believer in getting up in the morning and getting to work while the day is young. Six o'clock is his rising hour and he's ready to pile into the job right away. The men who drift out to the steel plant early of a morning with their lunch pails under their arms can know they have a boss who's up as early as they are."

James Dunn was always an optimist but he outstripped himself in his hope and confidence in Algoma. On May 19, just two weeks after the first annual meeting of the reorganized company, he cabled to Sir Hugo Cunliffe-Owen, the distinguished financier with whom he had carried through many deals, including the buying of one million Boots' shares: "Outlook very favourable." On January 16 of the following year he wrote more fully to Sir Hugo, showing that earnings in May of \$49,839 had been built up to \$109,000 by September.

"I expect to do better this year [1936]," he added. "I believe that within five years I can bring the present \$6,500,000 market valuation of Algoma back to the pre-depression market value of approximately \$50,000,000".*

In January 1936, James wrote to a friend in London about his plans for the future:

"After careful study of the present property and the steel market in Canada by English and American steel experts, I have decided to install

* Five years later (1941) the market value of the common stock did not exceed two and a half million dollars. Fifty million dollars pre-depression market value was indeed an overestimate.

experiment was a complete answer to the problems.

Dunn, by his unconquerable will, had rescued the Victoria mine from disaster.

In the following year, James Dunn had to decide whether to develop the Helen mine underground.

Here, an outlay of several million dollars had to be made before a decision could be reached.

Dunn took the risk. And the venture prospered.

As MacLeod says now: "He (Dunn) was able to distinguish between the advice of prominent people as opposed to his own people, perhaps not so prominent, but who intimately knew the ore body with which they were dealing."

Indeed, so great was Dunn's confidence in these men of his choice that when it became necessary to pour out even more millions of dollars to develop new deep levels at three mines he did not hesitate.

If his own people, men he knew and trusted, believed that a development would succeed, he backed them against the opinion of eminent outside experts.

On May 15, 1956, Mr. George MacLeod spoke at the University of New Brunswick. He gave a résumé of these years that had altered the destiny of Algoma.

"Sir James came to Sault Ste Marie in 1907. He saw a small community largely dependent on a very unstable steel operation. He saw that on the great water highway between Lake Superior

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and Lake Huron was a natural location for assembling the raw materials for a steel plant.

"In the hills north of Sault Ste Marie he saw iron ore, the life-blood of a steel plant. He arranged financing for this industry and saved it from collapse.

He, however, personally directed the enterprise. The company struggled 25 years, to a great extent dependent on constant rail orders.

"During the depression of the early thirties he recognised that putting money into the treasury of a company was not enough. It needed direction, and that he was prepared to give.

"From then on until the day of his death, his time and energy were largely devoted to Algoma. The struggling steel plant became the second in size in Canada, and ranks with the most efficient in America. The City of Sault Ste Marie doubled its population."

Nobody can speak with greater authority than George MacLeod of the vision and energy which James Dunn expended to build the Algoma enterprise up into greatness. For many men it might have been the worthy monument of a lifetime of struggle. For James Dunn it was the labour of his sixties and seventies, the years that are often regarded as a period of decline but were, for him, years of culmination and triumph.

Had he not formed Algoma Steel, and guided its destinies, this once bankrupt venture would never have grown to be a bulwark of production



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A fortunate coalition resulted in the acceptance of Dunn's authority. Canada Steamship Lines passed under the control of Algoma.

Dunn's popularity with those who opposed him did not increase when he got rid of a number of Canada Steamship directors. He was quite ruthless in imposing his own policies on the Steamship Company and in demanding submission to his decisions.

The displaced, the disgruntled and the disaffected called him a buccaneer.

The old management was dispensed with and Mr. Rodgie McLagan was appointed to the direction and control. With extraordinary speed the earnings increased and the efficient and capable conduct of this important freight line has been maintained to this day.

By adding Canada Steamship Lines to his possessions, Dunn acquired fifty Great Lakes freighters, seven passenger vessels and three tugs. Subsidiaries included elevators at Midland and Kingston in Ontario; shipyards at Kingston, Collingwood, Midland and Port Arthur in Ontario and at Lauzon in Quebec, and hotels at Murray Bay and Tadoussac, Quebec.

By this time, James Dunn was looked on as a hero at Sault Ste Marie. In formal recognition of his "tireless efforts in building up the steel mills and creating a livelihood for the great majority of people who live in the Soo", the Mayor of Sault Ste Marie presented Sir James and Lady Dunn with the Freedom of the City.

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To mark the occasion the Mayor gave them both a golden key on which was carved the City's crest and its motto: "Industry, Integrity and Intelligence".

In a speech the Mayor said: "If the place where a man's interests lie, or where he expends energy, or which he is anxious to see advance, make that place his home, then you will find it difficult to renounce Sault Ste Marie as your home city.

"Since your coming here some forty years or more ago, you have proven yourself to be one to whom the words on the crest, 'Industry, Integrity and Intelligence', can rightfully be applied.

"This key unlocks to you the gratitude of the citizens of Sault Ste Marie, for what you have done to assure them a livelihood and a security in making this place one where they may invest their savings and raise and educate their children without fear or uncertainty."

James Dunn had been criticized so fiercely and attacked so frequently that this touching demonstration of respect and admiration brought a characteristic response from him. He issued an invitation to the whole population of Sault Ste Marie for an "at home" at the Algoma works.

More than 14,000 attended—over half the population of the town. They ate no fewer than 30,000 hot dogs and drank 40,000 bottles of beer and soft drinks.

But James Dunn was to do more for the Soo. Delays at the airport annoyed him, so he bought

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he Mayor gave them
which was carved the
: "Industry, Integrity

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the town's transportation system and a fleet of taxis. Though many purchases of this kind seemed to be founded on pure caprice, his knowledge of values never deserted him.

In this case, he resold at a profit. As a successful gardener is said to have green fingers, it might be said that Dunn had greenback fingers.

His purchase of the Windsor Hotel at Sault Ste Marie reminded me of Arnold Bennett's hero who bought the Grand Babylon Hotel when refused a drink of beer in the principal dining room. The Windsor Hotel displeased James. He complained of the cooking, a common enough grievance, and of the colour of the plates, which is an unusual cause of dissatisfaction. He bought the whole property—just as it was. He engaged new cooks and ordered attractive china. On the top floor of the hotel he had a complete section of the wall knocked out and an enormous pane of glass fitted in place of the bricks and mortar. Standing at this window, he could gaze on the industrial empire he had created.

In buying this hotel, he broke a resolution of long standing. Many years before he had joined with Loewenstein in buying an interest in the Negresco Hotel in Nice. They lost money, and James swore that never again would he touch hotel or restaurant property. However, he had no reason to regret his reversal of policy. The Windsor Hotel paid.

The purchase of the transport system and of the hotel were not business ventures, just ex-

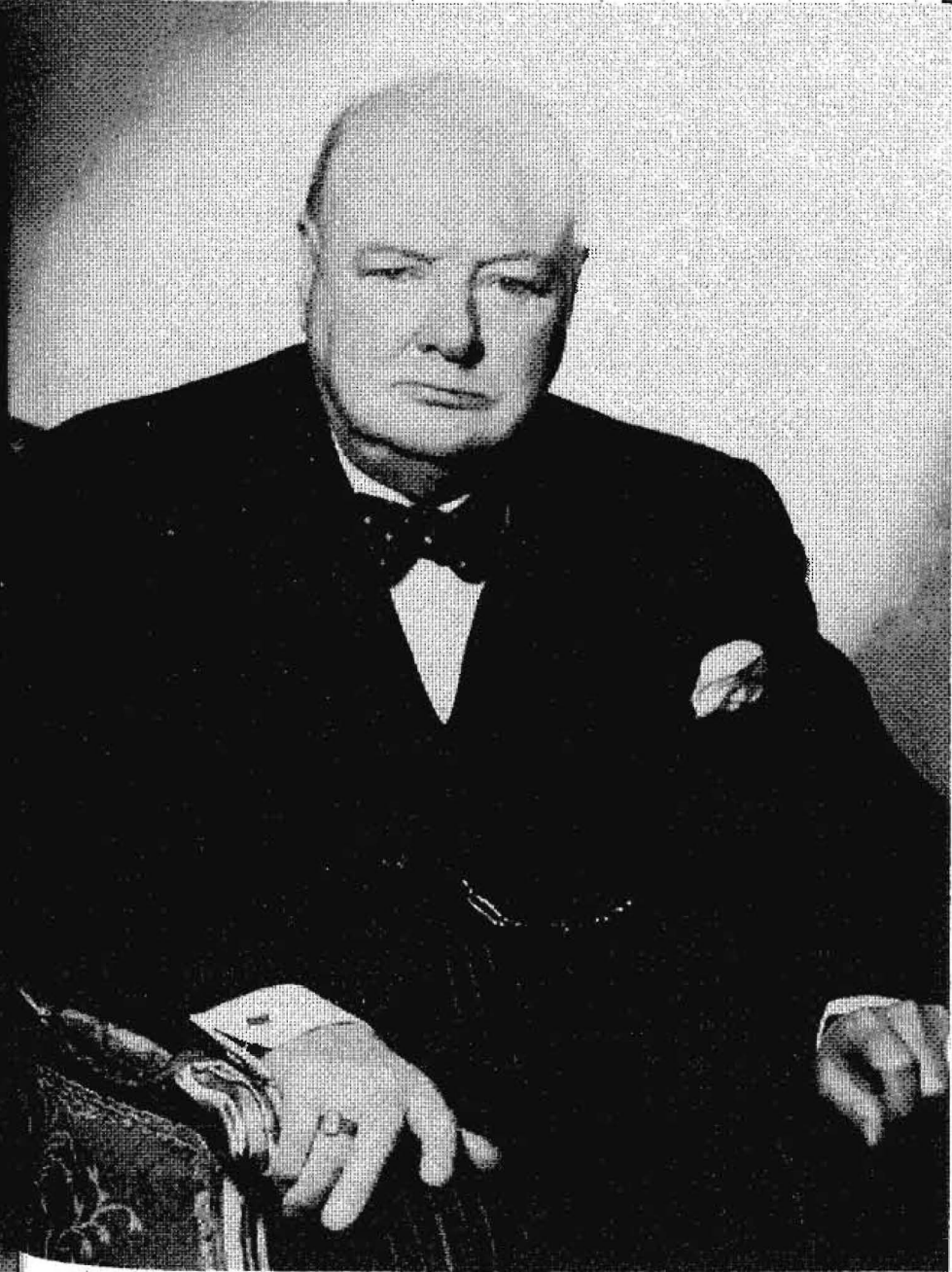
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Winston Churchill

27th of July he
 lgoma: "Darling,
 day on which was
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JIMMY"

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*To James Dunn
 from his friend & enemy
 Winston S. Churchill*

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-73

AGREEMENTS: (S.4.1.2.) A by-law to authorize a service contract between the District of Sault Ste. Marie Social Services Administration Board and the City for Municipal Day Nurseries effective January 1, 2010.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a service contract in the form of Schedule "A" hereto dated the 12th day of April, 2010 and made between the District of Sault Ste. Marie Social Services Administration Board and the City for Municipal Day Nurseries effective January 1, 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 12th day of April, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

on/staff/by-laws/2010/2010-73/Agrmt DSSAB-Child Care Services

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

SERVICE CONTRACT

This Contract made In Triplicate

BETWEEN:

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD
(DSSMSSAB)**

-and -

**Corporation of the City of Sault Ste. Marie
(the City)**

WHEREAS DSSMSSAB has the authority pursuant to the legislation indicated in the attached Service Description Schedule(s) to enter into this contract for the provision of child care services;

AND WHEREAS the Service Provider has agreed to provide child care services described in the attached Service Description Schedule(s);

NOW THEREFORE THE PARTIES hereto agree as follows:

Definitions

1. In this Contract,

- (a) "DSSMSSAB Staff" means the staff of DSSMSSAB authorized to exercise the rights and perform the duties of DSSMSSAB under this contract whether employed directly by DSSMSSAB or the City
- (b) "Service Provider", for purposes of child care means "the City"

(05/07)

Service

2. The Service Provider agrees to provide services in accordance with the attached Service Description Schedule(s) and Service Data Schedule and in accordance with the policies, guidelines and requirements of DSSMSSAB as communicated to it.

Term

3. This contract will be in force from January 1, 2010 until it is superseded or replaced by a subsequent contract or until it is terminated in its entirety by either party by giving sixty (60) days' written notice. In the event of termination, the Service Provider will refund forthwith to DSSMSSAB any monies advanced by DSSMSSAB and not expended in accordance with the approved budget.

Consideration

4. (a) DSSMSSAB will pay to the Service Provider, for admissible expenditures incurred pursuant to this contract, an amount not to exceed the amount stipulated in the Budget Schedule. DSSMSSAB reserves the right to determine the amounts, times and manner of such payments.
- (b) The parties agree that the approved budget will be negotiated on or before the start of the applicable fiscal year while this contract is in force. In the event the budget is not re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this contract is terminated.
- (c) The Service Provider may transfer funds between budget lines with the written approval of DSSMSSAB.
- (d) It is agreed and understood that DSSMSSAB may withhold payments if the Service Provider is in breach of its obligations under this contract.
- (e) If targets are not achieved to the level indicated in the Service Data Schedule, DSSMSSAB may request that funds in an amount reflective of the underachieved targets be returned to DSSMSSAB.

DSSMSSAB Access and Consultation

5. (a) The Service Provider will permit DSSMSSAB staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this contract.
- (b) The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with DSSMSSAB staff.

Reports

6. (a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in the Service Data Schedule, a report respecting the services being provided pursuant to this contract, acceptable to DSSMSSAB which shall include program data such as statistics on target achievements and such other information as DSSMSSAB requires.
- (b) The Service Provider will also prepare and submit to DSSMSSAB, annually, or at any time upon reasonable request, a comprehensive report acceptable to DSSMSSAB staff respecting the services being provided.

Financial Records and Reports

7. (a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow DSSMSSAB staff or such other persons appointed by DSSMSSAB to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination.
- (b) The Service Provider will, unless DSSMSSAB indicates otherwise, submit to DSSMSSAB an audited financial statement and reconciliation report with respect to the services provided pursuant to this contract within four (4) months of the Service Provider's financial year end.
- (c) The Service Provider will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years.

- (d) The Service Provider will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as DSSMSSAB may require.
- (e) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Service Data Schedule.
- (f) The Service Provider will comply with DSSMSSAB's policies on the treatment of revenues and expenditures which will be issued from time to time.

Service Records

- 8. In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this contract without the prior consent of DSSMSSAB, which may be given subject to such conditions as DSSMSSAB deems advisable.

Confidentiality

- 9. The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than DSSMSSAB staff at any time during or following the term of this contract, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is an "institution" as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56 as Amended the provisions of such Act with respect to the disclosure or release of information apply.

Conflict of Interest

- 10.1. The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to DSSMSSAB where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of DSSMSSAB) with the provision of services pursuant to the contract. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the City relevant to the services where DSSMSSAB has not specifically authorized such use.

- .2 The Service Provider shall disclose to DSSMSSAB without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- .3 A breach of this section by the Service Provider shall entitle DSSMSSAB to terminate the contract, in addition to any other remedies that DSSMSSAB has in the contract, in law or in equity.

Indemnification

11. The Service Provider will, both during and following the term of this contract, indemnify and save harmless DSSMSSAB from all costs, losses, damages, judgements, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this contract.

Insurance

12. The Service Provider will obtain and maintain in full force and effect during the term of this contract, general liability insurance acceptable to DSSMSSAB in an amount of not less than one million dollars (\$1,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

- (a) include as an additional insured District of Sault Ste. Marie Social Services Administration Board in respect of and during the provision of services by the Service Provider pursuant to this contract;
- (b) contain a cross-liability clause endorsement; and
- (c) contain a clause including liability arising out of the contract or agreement.

The Service Provider will submit to DSSMSSAB, upon request, proof of insurance.

Termination

13. Either party may terminate this contract in whole or in part with respect to the provision of any particular service upon sixty (60) days' written notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

Freedom of Information

14. Any information collected by DSSMSSAB pursuant to this contract is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act* (R.S.O. 1990, Chapter M.56 as amended).

Wage Subsidy Grants

15. If the Service Provider is eligible to receive child care wage subsidy grants, the Service Provider agrees to comply with all of the conditions and requirements set out in the "Child Care Wage Subsidy Grants Guidelines and Procedures".

Disposition

16. The Service Provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with DSSMSSAB funds pursuant to this contract without the prior written consent of DSSMSSAB, which may be given subject to such conditions as DSSMSSAB deems advisable.

Amendments

17. This contract may be amended by substitution of the Schedules, duly signed by the parties to this contract.

Non-Assignment

18. The Service Provider will not assign this contract, or any part thereof, without the prior written approval of DSSMSSAB, which approval may be withheld by DSSMSSAB in its sole discretion or given subject to such conditions as DSSMSSAB may impose.

Schedules

19. All the terms of the Schedules are incorporated into this contract except where they are inconsistent with this contract. This contract and the attached Schedules embody the entire contract and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this contract.

Laws

20. The Service Provider agrees that the Service Provider and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this contract.

10(a)

IN WITNESS WHEREOF this contract has been signed by an authorized DSSMSSAB official on behalf of DSSMSSAB and the Service Provider by its proper signing officers.

Signed, sealed and delivered

on the _____ day of _____, 2010

District of Sault Ste. Marie Social
Services Administration Board

For DSSMSSAB

Name

Title

The Corporation of the City of Sault Ste. Marie

Mayor

Clerk

(Seal)

10(a)

**SERVICE CONTRACT
SERVICE DESCRIPTION SCHEDULE**

ORGANIZATION NAME: Corporation of the City of Sault Ste. Marie

LEGISLATION: MCSS Act

SERVICE NAME: Best Start Fee Subsidy - Non-Profit

Service Objectives:

Best Start is the Ministry's plan for healthy development, early learning and child care during a child's first years.

The objectives of early learning and care are to:

- foster early learning and child development; support children being cared for in a safe, nurturing environment;
- support the inclusion of children with special needs;
- enable parents to work, or undertake training or education leading to employment; and
- provide linkages to other social services

Service Description:

Child Care Fee Subsidy may be available to children whose parents are;

- Eligible for income support under the *Ontario Disability Support Program Act, 1997*;
- Eligible for an allowance under the *Family Benefits Act*;
- Eligible for income assistance under the *Ontario Works Act, 1997* who is employed or participating in employment assistance activities under the Act or both; or
- Eligible as determined in accordance with Form 1 in O. Reg. 262 made under the *Day Nurseries Act*.
- Fee subsidies are also provided to children with special needs
- Fee subsidies may be provided to children up to and including 5 years of age with federal funding for early learning and child care.

Program Goals

- Foster early learning and healthy child development by supporting access to child care for children with special needs or a social need.
- Enable low-income parents, including social assistance recipients to work, or undertake training or education leading to employment while their children are being cared for in a safe, nurturing environment.

Service Location receiving Best Start Funding

Holy Family Elementary School
42 Rushmere Street
SSM, ON P6C 2T4

Method of Evaluation:

- The day nursery is evaluated through on-site licensing visits, annual inspections by Algoma Public Health and the Fire Department. The Public Inspections Panel also performs an annual review of the premises.
- Year-to-Date reports must be submitted on a quarterly basis.
- An Audited Financial Statement must be submitted annually for programs funded by the DSSAB.

10(a)

**SERVICE CONTRACT
SERVICE DESCRIPTION SCHEDULE**

ORGANIZATION NAME: Corporation of the City of Sault Ste. Marie
LEGISLATION: MCSS Act
SERVICE NAME: Best Start Wage Subsidy - Non-Profit

Service Objectives:

The Wage Subsidy Grant is provided to increase the salaries and benefits of workers employed by non-profit day nurseries, private-home day care agencies and agencies that provide special needs resources. They also increase payments made to private-home day care providers. Targeted to staff caring for children up to and including 5 years of age, with federal funding for early learning and child care

Service Description:

The goals of wage subsidies are:

- to increase the salaries and wages of child care workers to enhance staff stability;
- to increase payments made to private-home day care providers' and;
- to make child care more affordable to parents

Service Locations receiving Best Start Wage Subsidy

Holy Family Elementary School
42 Rushmere Street
SSM, ON P6C 2T4

Method of Evaluation:

- The day nursery is evaluated through on-site licensing visits, annual inspections by Algoma Public Health and the Fire Department. The Public Inspections Panel also performs an annual review of the premises.
- The Wage Subsidy funds are to be allocated according to the "Child Care Service Management Guidelines for Wage Subsidy". An annual Wage Subsidy Utilization Statement must be submitted, that documents how Best Start Wage Subsidy Funding was allocated.
- Year-to-Date reports must be submitted on a quarterly basis.
- An Audited Financial Statement must be submitted annually for programs funded by the DSSAB.

10(a)

**SERVICE CONTRACT
SERVICE DESCRIPTION SCHEDULE**

ORGANIZATION NAME: Corporation of the City of Sault Ste. Marie
LEGISLATION: MCSS Act
SERVICE NAME: Best Start Wage Improvement

Service Objectives:

Best Start is the Ministry's plan for healthy development, early learning and care during a child's first years.

The Best Start Plan involves an expansion of quality and affordable child care and investments in children's healthy early development in convenient and easily accessible locations for parents. Licensed child care programs should be integrated and responsive to the unique needs of children and their families and the communities where they live.

The objectives of early learning and care are to:

- foster early learning and child development; support children being cared for in a safe, nurturing environment;
- support the inclusion of children with special needs;
- enable parents to work, or undertake training or education leading to employment; and
- provide linkages to other social services

Service Description:

Early childhood program staff are identified as those who directly supervise children ages 0 -12 in the non-profit licensed child care system, including new early childhood program staff required for new spaces created under the Best Start Plan.

- Trained Staff
 - Supervisor
 - Early Childhood Educators or Director approved program staff
 - Resource Teachers (Special Needs Resourcing)
 - Private-home day care home visitors
- Untrained program assistants and program staff with incomplete training

Method of Evaluation:

The day nursery is evaluated through on-site licensing visits, annual inspections by Algoma Public Health and the Fire Department. The Public Inspections Panel also performs an annual review of the premises.

The Wage Improvement funds are to be allocated according to the "Child Care Service Management Guidelines for Wage Subsidy. An annual Wage Subsidy Utilization Statement must be submitted, that documents how Best Start Wage Improvement Funding was allocated.

Year-to-Date reports must be submitted on a quarterly basis.

An Audited Financial Statement must be submitted annually for programs funded by the DSSAB.

Service Locations

Jessie Irving Children's Centre 84 Ruth Street SSM, ON P6C 2E6	Maycourt Children's Centre Salisbury Avenue SSM, ON P6B 1L8	Holy Family Elementary School 42 Rushmere Street SSM, ON P6C 2T4
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10(a)

**SERVICE CONTRACT
SERVICE DESCRIPTION SCHEDULE**

ORGANIZATION NAME: Corporation of the City of Sault Ste. Marie
LEGISLATION: Day Nurseries Act
SERVICE NAME: Fee Subsidy

Service Objectives:

One of the aims of the Corporation of the City of Sault Ste. Marie is to provide licensed day nursery programs for toddler and preschool children. The Maycourt and Jessie Irving Centres offer a program of scheduled activities designed to promote gross and fine motor skills, language and cognition, social and emotional development.

The Corporation of the City of Sault Ste. Marie also aims to achieve the following objectives:

- foster early learning and child development; support children being cared for in a safe, nurturing environment;
- support the inclusion of children with special needs;
- enable parents to work, or undertake training or education leading to employment; and
- provide linkages to other social services

Service Description:

The programs are licensed to provide care for up to 98 children, eighteen months to five years of age. The centres operate year round offering full and part time care from Monday to Friday between 7:30 a.m. to 5:30 p.m.

Fee subsidy is available for parents in need of financial assistance and a minimum user fee is charged.

Child Care Fee Subsidy may be available to children whose parents are;

- Eligible for income support under the *Ontario Disability Support Program Act, 1997*;
- Eligible for an allowance under the *Family Benefits Act*;
- Eligible for income assistance under the *Ontario Works Act, 1997* who is employed or participating in employment assistance activities under the Act or both; or
- Eligible as determined in accordance with Form 1 in O. Reg. 262 made under the *Day Nurseries Act*.
- Fee subsidies may be provided for children under 10 years of age, or for children up to 12 years of age in special circumstances. Parents of children with special needs may be eligible for fee subsidies for children under 18 years of age.

Program Goals

- Foster early learning and healthy child development by supporting access to child care for children with special needs or a social need.
- Enable low-income parents, including social assistance recipients to work, or undertake training or education leading to employment while their children are being cared for in a safe, nurturing environment.

Service Locations:

Jessie Irving Children's Centre ~ 84 Ruth Street ~ Sault Ste. Marie, ON ~ P6C 2E6
Maycourt Children's Centre ~ 13 Salisbury Avenue ~ Sault Ste. Marie, ON ~ P6B 1L8

Method of Evaluation:

The programs are evaluated through on site licensing visits, annual inspections by Algoma Public Health and the Fire Department. The Public Inspections Panel also performs an annual review of the premises.

Year to Date reports must be submitted on a quarterly basis and an Audited Financial Statement must be submitted annually.

10(a)

**SERVICE CONTRACT
SERVICE DESCRIPTION SCHEDULE**

ORGANIZATION NAME: Corporation of the City of Sault Ste. Marie
LEGISLATION: Day Nurseries Act
SERVICE NAME: Wage Subsidy - Non Profit

Service Objectives:

The Wage Subsidy Grant is provided to increase the salaries and benefits of workers employed by non-profit day nurseries, private-home day care agencies, resource centres and agencies that provide special needs resources. They also increase payments made to private-home day care providers.

Service Description:

The goals of wage subsidies are:

- to increase the salaries and wages of child care workers to enhance staff stability;
- to increase payments made to private-home day care providers' and;
- to make child care more affordable to parents

Service Locations:

Jessie Irving Children's Centre
84 Ruth Street
Sault Ste. Marie, Ontario
P6C 2E6

Maycourt Children's Centre
13 Salisbury Avenue
Sault Ste. Marie, Ontario
P6B 1L8

Method of Evaluation:

The Wage Subsidy funds are to be allocated according to the "Child Wage Subsidy Grants Guidelines and Procedures".

A Wage Subsidy Utilization Statement and an Audited Financial Statement must be submitted to the Community Child Care Services Office annually.

SERVICE CONTRACT FACE SHEET

BUDGET YEAR 2010

Organization Name: The Corporation of the City of Sault Ste. Marie
Address: 99 Foster Drive, P.O. Box 580 ~ Sault Ste. Marie ~ ON ~ P6A 5N1
Contact: Cathy Ferguson, Manager ~ Municipal Day Nurseries

Detail Code	Description
A371	Child Care Deliv. Agent Fee Subsidy DNA
A390	Child Care Deliv. Agent Wage Sub Non-profit
A661	Best Start Operating
A661	Best Start Wage Subsidy
A446	Best Start Wage Improvement

**District of Sault Ste. Marie
 Social Services Administration Board
 Authorized Signatures**

Signature: _____

Date: _____

Signature: _____

Date: _____

**A complete
 Service Contract
 Includes :**

- * Face Sheet
- * Budget Summary Actuals & Analysis
- * Service Data Summary - Service & Financial Targets

Organization Authorized Signatures

Signature: _____

Date: _____

Signature: _____

Date: _____

10/02/10

Service Contract Budget Schedule - BUDGET YEAR: 2010

Organization Name: The Corporation of the City of Sault Ste. Marie
 Address: 99 Foster Drive, P.O. Box 580 ~ Sault Ste. Marie ~ ON ~ P6A 5N1
 Contact: Cathy Ferguson, Manager ~ Municipal Day Nurseries

	SERVICE NAME	DNA Fee Subsidy	DNA Wage Subsidy	Best Start Wage Improvement	Best Start Fee Subsidy	Best Start Wage Subsidy		Total
	MINISTRY DETAIL CODE: Account Category	A371 6700	A390 6700	A446 6766	A661 6766	A661 6766		
A	Salaries/Benefits	\$ 1,113,000.00			\$ 124,395.00			\$ 1,237,395.00
B	Other Service Costs:	\$ 212,961.00			\$ 45,000.00			\$ 257,961.00
	Gross Expenditures	\$ 1,325,961.00			\$ 169,395.00			\$ 1,495,356.00
C1	Offsetting Revenue: (-) Parent Fees Not In Need	\$ (65,000.00)						\$ (65,000.00)
C2	Offsetting Revenue: (-) Parent Fees In Need	\$ (88,681.00)			\$ (8,525.00)			\$ (97,206.00)
C3	Offsetting Revenue: (-) DNA Wage Subsidy	\$ (94,708.00)	\$ 94,708.00					\$ -
C4	Offsetting Revenue: (-) ELCC Wage Subsidy	\$ -						\$ -
C5	Offsetting Revenue: (-) ELCC Fee Subsidy							\$ -
C6	Offsetting Revenue: (-) Best Start Wage Subsidy	\$ -			\$ (14,798.00)	\$ 14,798.00		\$ -
C7	Offsetting Revenue: (-) Reduction in user fee	\$ (9,228.00)						\$ (9,228.00)
C8	Offsetting Revenue: (-) Best Start Wage Improvement	\$ (17,630.00)		\$ 17,630.00				\$ -
C9	Offsetting Revenue: (-) Pay Equity							\$ -
C10	Offsetting Revenue: (-) Fundraising / Donations							\$ -
	Offsetting Revenue: (-) Investment Income							\$ -
	Offsetting Revenue: (-) Other							\$ -
	Offsetting Revenue: (-)							\$ -
	Adjusted Service Expenditures	\$ 1,050,714.00	\$ 94,708.00	\$ 17,630.00	\$ 146,072.00	\$ 14,798.00		\$ 1,323,922.00
	Best Start Operating / offset minimum user fee				\$ 9,228.00			\$ 9,228.00
	Annualized Subsidy	\$ 868,208.00	\$ 94,708.00	\$ 17,630.00	\$ 155,300.00	\$ 14,798.00		\$ 1,150,644.00
	Per Diem for All Children	\$ 36.40			\$ 37.27			
	Fiscal Subsidy	\$ 868,208.00	\$ 94,708.00	\$ 17,630.00	\$ 155,300.00	\$ 14,798.00		\$ 1,150,644.00

101a)

SERVICE DATA SUMMARY BUDGET YEAR 2010

Organization Name: The Corporation of the City of Sault Ste. Marie
 Address: 99 Foster Drive, P.O. Box 580 ~ Sault Ste. Marie ~ ON ~ P5A 5N1
 Contact: Cathy Ferguson, Manager ~ Municipal Day Nurseries

	SERVICE NAME	FEE SUBSIDY DNA	WAGE SUBSIDY DNA	FEE SUBSIDY ELCC	BEST START OPERATING	BEST START WAGE SUBSIDY	BEST START WAGE IMPROVEMENT
	Ministry Detail Code	A371	A380	A429	A661	A861	A448
1	Name	CHISER3#	CCFTE0-5#	ELCCCHILD#	FSCHILDSE#	WSNONPST#	CCFTE0-5#
	Approved # at Year End	153	15.5	N/A	20	3	14.5
2	Name	FAMSER2#	CCFTE6-12#	ELCCFAM#	FSFAMSE#		CCFTE6-12#
	Approved # at Year End	133	0	N/A	18		0
3	Name	AVGINFSERV#	CCNONPSTA#	AVGINFSER#	FSANSINF#		
	Approved # at Year End	0	1.5	N/A	0		
4	Name	AVGTODSER#		AVGTODSER#	FSANTOD#		
	Approved # at Year End	11.5		N/A	0		
5	Name	AVGPRESER#		AVGPRESER#	FSANPRE#		
	Approved # at Year End	40.75		N/A	3		
6	Name	AVGJKSER#		AVGJKSER#	FSANSJK#		
	Approved # at Year End	22.25		N/A	12		
7	Name	AVGSKSER#		AVGSKSER#	FSANSSK#		
	Approved # at Year End	4		N/A	5		
8	Name	AVGSCHSER#					
	Approved # at Year End	0					
	FDE SUBSER	23850			FDE Subservd	4167	
	DAYS OPEN	258				255	
Frequency of Reporting - Quarterly							

10(a)

10(b)

CORPORATION OF THE CITY OF SAULT STE. MARIE

BY – LAW No. 2010-2

FINANCE : (A.3.7.1) A by-law to establish user fees and service charges

WHEREAS Part XII of the Municipal Act, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by on behalf of it, and, for the use of it's property including property under its control :

AND WHEREAS it is deemed necessary to charge user fees and service charges

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Part XII of the Municipal Act, S.O. 2001, c. 25 as amended enacts as follows :

1. **USER FEES ADOPTED**

That Council does confirm and ratify the user fees and service charges described in Schedules "A" to "G" attached to and forming part of this By-law and are outlined as follows :

Schedule A - Clerk's Department
Schedule B - Community Services Department
Schedule C - Engineering & Planning Department
Schedule D - Finance Department
Schedule E - Fire Department
Schedule F - Legal Department
Schedule G - Public Works & Transportation Department

2. **BY-LAW 2009-35 REPEALED**

By-law 2009-35 is hereby repealed

3. **EFFECTIVE DATE**

This By-law is effective on May 1, 2010

PASSED in open Council this 12th day April, 2010

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

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

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "A"

CLERK'S DEPARTMENT

[illegible]

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "B"
COMMUNITY SERVICES DEPARTMENT

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-500-5030-5415	BONDAR PAVILION				
	- Full Day Rental - Non Profit Group	135.00	135.00	Add	
	- Part Day Rental - Non Profit Group	85.00	85.00	Add	
	- Full Day Rental - Commercial	520.00	520.00	Add	
	- Part Day Rental - Commercial	270.00	270.00	Add	
	- Wedding Receptions	595.00	595.00	Add	
	- Clean Up - Minor	50.00	50.00	Add	
	- Clean Up - Major	200.00	200.00	Add	
	- Barriers	1.00	1.00	Add	
	- Tables	4.00	4.00	Add	
	- Chairs	0.40	0.40	Add	
	- Sound System (per day)	25.00	25.00	Add	
	- Kitchen (per day)	50.00	50.00	Add	
	- Supervision of Volunteers (per hour)	10.00	10.00	Add	
	MARINA FEES				
10-500-5040-	- Fuels	Road Price + \$ 0.02	Road Price + \$ 0.02		
10-500-5050-	- Lock Tours - Dockage & Building Rental - Annual Fee	6,000.00	6,000.00	Add	
	- Sewage Pumpouts - per service	10.00	10.00	Add	
	- Cruise Ship Dockage Fee - rate per meter	5.00	5.00	Add	
	- Cruise Ship - Passenger disembarkment/embarkment fee	1.50 / passenger	1.50 / passenger	Add	
	- Bondar - Slip Rental - Daily - per foot	1.50	1.15	Add	
	- Bondar - Slip Rental - Weekly - per foot	6.00	6.00	Add	
	- Bondar - Slip Rental - Monthly - per foot	18.00	18.00	Add	
	- Bondar Dock - Ship/Barge Dockage (per metre)	0.14 / hr	0.14 / hr	Add	
		1.53 max / day	1.53 max / day	Add	
		30.00/month	30.00/month	Add	

1066

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
5170 & 5171	DAY NURSERIES				
	Unsubsidized - Before School		9.30	No	DSSAB Directed
	Unsubsidized - After School		14.00	No	DSSAB Directed
10-500-5170-5560	Subsidized Child Care based on ability to pay (per day)	2.50 to 36.40	2.50 to 36.40	No	DSSAB Directed
10-500-5170-5561	Unsubsidized - Full Day	36.41	36.41	No	DSSAB Directed
10-500-5171-5560	Unsubsidized - Half Day plus Lunch	20.10	20.10	No	DSSAB Directed
10-500-5171-5561	Unsubsidized - Half Day	18.50	18.50	No	DSSAB Directed
	MUNICIPAL BEST START PROGRAM				
10-500-5172-5560	Subsidized Child Care based on ability to pay (per day)	2.50 to 37.27	2.50 to 37.27		2009 Arena Fees and Pool Fees tax included. 2010 tax plus pricing. The GST has been backed out and the appropriate taxes will be added as required by law.
	Unsubsidized - Before School	9.30	9.30		
	Unsubsidized - After School	14.00	14.00		
	Unsubsidized - Half Day plus Lunch	20.10	20.10		
	Unsubsidized - Before and After School plus Lunch	37.28	37.28		
	Note - a 5.0 % discount applies to all fees paid 3 months in advance				
5120/5130/5140	ARENA FEES				
	- Soo Greyhounds - agreement covered by separate By-law				
	- Admission - High school Hockey - Adults	3.00	2.88	Add	High School Hockey rates increased to the nearest quarter when 13% tx is added for speed of sales.
	- Admission - High school Hockey - Students & Seniors	2.00	2.21	Add	
	- Admission - High school Hockey - Children	1.00	1.11	Add	
	- Ice Rentals - per hour - Prime Time - Adult	136.11	129.63	Add	
	- Ice Rentals - per hour - Prime Time - Youth	126.21	120.20	Add	
	- Ice Rentals - per hour - Prime Time - Organized	107.74	102.61	Add	
	- Ice Rentals - per hour - Prime Time - Tournament	79.95	76.14	Add	
	- Ice Rentals - per hour - School Board	79.95	76.14	Add	
	- Ice Rentals - per hour - Non Ice (Lacrosse)	50.22	47.83	Add	
	- Ice Rentals - per hour - Non Prime Time - Winter -Adult	79.95	76.14	Add	
	- Ice Rentals - per hour - Non Prime Time - Adult - Summer	116.00	110.48	Add	
	- Ice Rentals - per hour - Non Prime Time -Youth - Winter	79.95	76.14	Add	
	- Ice Rentals - per hour - Non Prime Time -Youth - Summer	95.50	90.95	Add	

(910)

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-500-5010-5614	ATHLETIC FIELDS				
	- Slowpitch Fields - Adult per diamond per evening	52.50	52.50	Add	
	- Youth Ball - per diamond per evening	26.25	26.25	Add	
	- Slowpitch (Ball) Fields - Tournaments per Diamond per Day	33.60	33.60	Add	
	- Sault Amateur Soccer Association - Adult per field per night	52.50	52.50	Add	
	- Sault Youth Soccer Association - per field per night	26.25	26.25	Add	
	- Soccer Tournaments - per field per day	33.60	33.60	Add	
	- High School Soccer - per Season	0.00	0.00	Add	
	- High School Soccer - per field per day	26.25	26.25	Add	
	- High School Soccer Tournament- per field per day	33.60	33.60	Add	
	- Steeler Football - per game	420.00	420.00	Add	
	- Touch Football - per field per night	26.25	26.25	Add	
	- High School; Football - per season	6,395.00	6,395.00	Add	
	- Dressing Room Rental per event	26.25	26.25	Add	
	- Public Address System - per event	26.25	26.25	Add	
	- Beer Garden - per event per day	26.25	26.25	Add	
	- Sabercats Football - per game	210.00	210.00	Add	
	- Soo Minor Football - per evening (practice)	26.25	26.25	Add	
	- Soo Minor Football - per day game fee (QE "B")	105.00	105.00	Add	
	- Soo Minor Football - fee for Rocky DiPietro Field per day	210.00	210.00	Add	
	- Speed Skating Club - per competition	525.00	525.00	Add	
	- Special Event Booking - Event more than 500 people	525.00	525.00	Add	
	- Special Event Booking - Event more than 200 people	262.50	262.50	Add	
	- Special Event - Garbage Pick-up and Recycling	200.00	200.00	Add	
Note	Did not add 5% increase as approved by Council for 2010 due to addition of HST. Will incorporate 5% increase in 2011 and 2012.				

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-550-5550-5630	HISTORIC SITES BOARD				
	- Membership - Adult	12.00	12.00	Add	Historic Sites
	- Membership - Family	20.00	20.00	Add	Board Resolution
	- Membership - Senior	5.00	5.00	Add	
	- Membership - Group/Business	25.00	25.00	Add	
	- Admission - Adult	5.00	5.00	Add	
	- Admission - Seniors / Children	3.00	3.00	Add	
	- Admission - Child under 3 years of Age	Free	Free	Add	
	- Admission - Family	18.00	18.00	Add	
	- Admission - Self Guided Group (10 or more) Adults	4.00	4.00	Add	
	- Admission - Self Guided Group (10 or more) Seniors/Children	3.00	3.00	Add	
	- Admission - Guided Tour Group (10 or more) Adults	5.00	5.00	Add	
	- Admission - Guided Tour Group (10 or more) Seniors / Children	4.00	4.00	Add	
	Education Tours - per student (basic rate)	2.00	2.00	Add	
	(basic rate X length of program + activity cost)				
	- JK & SK = 1 hour				
	- Grades 1 to 7 & Christmas = 1.5 hours				
	- Baking \$ 0.50 / student/ item)				
	- Take Home Craft \$ 1.00 / student + item				
	- Christmas - per student - (includes craft and baking)	3.75	3.75	Add	
	- Brownie / Guide - 2 hour program - per participant (follow fees of Ed)	5.00	5.00	Add	
	- Sparks / Beavers - 1.5 hour program - per participant (follow Fees of Ed)	5.00	5.00	Add	
	- workshops of any kind - minimum 1.5 hrs per participant	10.00 + supplies	10.00 + supplies	Add	
	- Outreach rental of education Kits	25.00/ 2 weeks	25.00/ 2 weeks	Add	
	- Outreach Programs	25./ hr + supplies	25./ hr + supplies	Add	

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GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	- Special Events & Happenings in the House				
	- Seniors Tea - per person	3.00	3.00	Add	
	- Fur Festival - per person	5.00	5.00	Add	
	- Blueberry Tea - per person	5.00	5.00	Add	
	- Blueberry - Pancake Breakfast - adult	7.00	7.00	Add	
	- Blueberry - Pancake Breakfast - senior	6.00	6.00	Add	
	- Blueberry - Pancake Breakfast - child (over 3 yrs)	4.00	4.00	Add	
	- Harvest Festival - per person	5.00	5.00	Add	
	- Evening in the Summer Kitchen	40.00	40.00	Add	
	- Christmas Open House -	Admission Fee	Admission Fee	Add	
	- Heritage Lunch (per person)	12.00	12.00	Add	
	- Heritage Dinner (per person)	25.00	25.00	Add	
	- Special Rate - Cultural Passport	% of Full Rate	% of Full Rate	No	
	- Special Rate - Marketshare Tourism Pass	% of Full Rate	% of Full Rate	No	
	Brick Purchase (Walkway to History)	50.00	50.00	No	
	Plaque Purchase (Walkway to History)	100.00 to 500.00	100.00 to 500.00	No	
	Site User Fees: (Weddings, parties, Photographs, Film Crews)				
	Basic Rental Not for Profit - 1/2 day (up to 4 hrs.)	100.00	100.00	Add	
	Basic Rental Commercial - 1/2 day (up to 4 hrs.)	250.00	250.00	Add	
	Basic Rental Not for Profit - Full day (4 to 10 hrs.)	150.00	150.00	Add	
	Basic Rental Commercial - Full day (4 to 10 hrs.)	450.00	450.00	Add	
	Basic Rental for Wedding Ceremony and/or photographs	200.00	200.00	Add	
	Basic rental for Film Crew (per hour)	100.00	100.00	Add	
	Supervisory Fees (added to basic rental rate) (per hour)	10.00	10.00	Add	

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GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	Research User Fees				
	Individual research request	10.00	10.00	Add	
	Yearly research privileges	50.00	50.00	Add	
	Reproduction Fees - photocopying (per page)	0.25	0.25	Add	
	Reproduction Fees - photograph scans (printed/disk)	5.00	5.00	Add	
	Map reproduction - will be subject to the sq. ft. rate of another				
	business plus (administration fee)	\$25.00	\$25.00	Add	

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "C"
ENGINEERING & PLANNING DEPARTMENT

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-300-3020-5402	PRINCE TOWNSHIP PLANNING FEES				
	- Retainer Fee for Planning Services	0.00	0.00	-	
	- Retainer for Building Inspections and Plans Examinations	6,000.00	6,000.00		By-law 2008-166
10-300-3030-5542	REZONING FEES				
	- Sale of City Official Plan	\$ 30.00 / plan	\$ 30.00 / plan	No	
	- Official Plan Amendment	\$ 600 / amend	\$ 600 / amend	No	
	- Rezoning Application Fee	\$ 600.00 / app	\$ 600.00 / app	No	
	- Combined Official Plan & Rezoning Application	\$ 1000.00 / app	\$ 1000.00 / app	No	
	- Subdivision Approval Fee	\$ 1000.00 / app	\$ 1000.00 / app	No	
	- Condominium Approval Fee	\$ 750.00 / app	\$ 750.00 / app	No	
	- Site Plan Review (Development Control)	\$ 250.00 / app	\$ 250.00 / app	No	
	- Signs	\$ 50.00 / sign	\$ 50.00 / sign	No	
	- Deferred Application	\$ 50.00 / app	\$ 50.00 / app	No	
	- Deferred Application if new Notice is Required	\$ 250.00 / app	\$ 250.00 / app	No	
	- Preparation of a Subdivision Agreement		\$1,000 / app	No	NEW
10-300-3038-5540	COMMITTEE OF ADJUSTMENT FEES				2000-165
	- Minor Variance Application (Single Unit Residential)	\$ 200.00 / app	\$ 250.00 / app	No	
	- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	\$ 300.00 / app	\$ 350.00 / app	No	
	- Minor Variance Application (Multiple Unit >4 & Other Zones)	\$ 400.00 / app	\$ 450.00 / app	No	
	- Deferred Minor Variance Application	50.00 / app	50.00 / app		
	- Consent Application (Lot Addition)	\$ 300.00 / app	\$ 350.00 / app	No	
	- Consent Application (New Lot Creation)	\$ 300.00 / app	\$ 350.00 / app	No	
	- Deed Issuance Application Fee	\$ 100.00 / deed	\$ 100.00 / deed	No	
	- Deferred Application Fee	75.00 / app	75.00 / app	No	
	- Deferred Application Fee if New Notice Required	1/2 App Fee	1/2 App Fee	No	
	- Property Standards Appeal Fee	-	\$ 100.00 / app	No	NEW

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-300-3020-5741	SEWER CONNECTIONS				4440 & 96-32
	- 100 mm diameter lateral per connection	\$2,815.00	\$2,815.00	No	
	- 150 mm diameter lateral per connection	\$3,045.00	\$3,045.00	No	
	- Additional Connection Charges				
	- Class A Pavement - Additional Charge	\$1,445.00	\$1,445.00	No	
	- Class B Pavement or Surface Treatment- Additional Charge	\$1,175.00	\$1,175.00	No	
	- Curb and Gutter - Additional Charge	\$815.00	\$815.00	No	
	- Concrete Sidewalk - Additional Charge	\$1,000.00	\$1,000.00	No	
	- CCTV Sewer Inspection	\$ 145./hr	\$ 145./hr	No	
10-300-3020-5721	CULVERTS				
	- Single Driveway	915.00 / Driveway	915.00 / Driveway	No	See By-law 69-150
	- Double Entrance Driveway	1,785.00 / Driveway	1,785.00 / Driveway	No	See By-law 69-150
	<i>Additional Charges</i>				
	- Culvert Couplings	\$ 55.00 / coupling	\$ 55.00 / coupling	No	See By-law 69-150
	- Additional Culvert length	\$ 185.00 / meter	\$ 185.00 / meter	No	See By-law 69-150
10-300-3000-5446	DIGITAL DATA FEES				
	- Info Light	25.00	25.00	No	
	- Full data Extract	250.00	250.00	No	
	- Digital Orthophotos (1km grid	100.00	100.00	No	
	- Aerial Mosaic	500.00	500.00	No	
	BUILDING PERMITS				
	* See By-law 2008-148				

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "D"
FINANCE DEPARTMENT

Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-140-1410-5702	LOTTERY LICENCES				
	- Raffle under \$ 50,000 value	\$ 10.00 or 1 % of the Prize Value	\$ 10.00 or 1 % of the Prize Value	No	
	- Raffle over \$ 50,000 value	to Province	to Province	No	
	- Bingo - prize under \$ 5,500	0	0	No	
	- Bingo - prize over \$ 5,500	to Province	to Province	No	
	- Bazaar (Maximum 3 wheels)	\$ 10.00 / wheel	\$ 10.00 / wheel	No	
	- Nevada Tickets	3% of Prize Value	3% of Prize Value	No	
10-140-1410-5701	GENERAL LICENCES				
	- Limousine Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Limousine Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Limousine Owner - Initial	\$400.00	\$400.00	No	Police By-law 154
	- Limousine Owner - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Limousine Vehicle - Initial	\$100.00	\$100.00	No	Police By-law 154
	- Limousine Vehicle - Renewal	\$50.00	\$50.00	No	Police By-law 154
	- Replacement Driver Badge	\$5.00	\$5.00	No	Police By-law 154
	- Pawnbroker (Annual)	\$250.00	\$250.00	No	2003-52
	- Peddler - Resident Produce, Daily (Annual)	\$250.00	\$250.00	No	2003-53
	- Plumber - Master	\$20.00	\$20.00	No	2003-54
	- Sightseeing Bus - Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Sightseeing Bus - Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Sightseeing Bus - Owner - Initial	\$400.00	\$400.00	No	Police By-law 154
	- Sightseeing Bus - Owner - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Sightseeing Bus - Vehicle - Initial	\$100.00	\$100.00	No	Police By-law 154
	- Sightseeing Bus - Vehicle - Renewal	\$50.00	\$50.00	No	Police By-law 154

Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	- Taxi - Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Taxi - Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Taxi - Owner - Initial (Includes 1 vehicle)	\$400.00	\$400.00	No	Police By-law 154
	- Taxi - Owner - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Taxi - Broker - Initial (includes 1 vehicle)	\$400.00	\$400.00	No	Police By-law 154
	- Taxi - Broker - Renewal	\$100.00	\$100.00	No	Police By-law 154
	- Taxi - Vehicle - Initial	\$100.00	\$100.00	No	Police By-law 154
	- Taxi - Vehicle - Renewal	\$50.00	\$50.00	No	Police By-law 154
	- Hotel Shuttle Bus - Owner - Initial (inc 1 vehicle)	\$200.00	\$200.00	No	Police By-law 154
	- Hotel Shuttle Bus - Owner - Renewal	\$50.00	\$50.00	No	Police By-law 154
	- Hotel Shuttle Bus - Vehicle - Initial	\$50.00	\$50.00	No	Police By-law 154
	- Hotel Shuttle Bus - Vehicle - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Hotel Shuttle Bus Driver - Initial	\$40.00	\$40.00	No	Police By-law 154
	- Hotel Shuttle Bus Driver - Renewal	\$25.00	\$25.00	No	Police By-law 154
	- Adult Entertainment Parlour - Owner / Operator - Annual	\$2,000.00	\$2,000.00	No	90-318
	- Adult Entertainment Parlour - Owner - Annual	\$2,000.00	\$2,000.00	No	90-318
	- Adult Entertainment Parlour - Operator - Annual	\$2,000.00	\$2,000.00	No	90-318
	- Adult Entertainment Parlour - Burlesque Attendant - Annual	\$75.00	\$75.00	No	90-318
	- Amusement Arcade (Annual)	\$250.00	\$250.00	No	2003-50
	- Food Vending	\$225.00	\$225.00	No	2003-51
10-800-8000-5841	PENALTIES & INTEREST ON TAXES				
	- On the First Day after the due date	1.00 % / month	1.00 % / month	No	96-58
	- On the First day of each month that the Taxes remain unpaid				
	- On January 1st of the following year and each month thereafter				
10-140-1405-5881	LIBRARY ACCOUNTING FEES				
	- Accounting / Data Processing Fees - Library Board	9,665.00	9,955.00	No	
10-140-1405-5882	DSSAB ACCOUNTING SERVICES				
	- Accounting Services - District Social Services Admin Board	18,720.00	18,720.00	No	By-law 2003-132

Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-140-1405-5883	SAFE COMMUNITIES ACCOUNTING SERVICES				
	- Accounting Services - Safe Communities Partnership	150.00	150.00	No	
10-800-8000-5842	INTEREST - ACCOUNTS RECEIVABLE				
	- On all accounts more than 30 days old	1.00 % / month	1.00 % / month	No	
10-140-1410-5884	TAX CERTIFICATES				
	- Tax Certificate (Certified Statement of Tax Account Status)	\$40.00	\$40.00	No	96-59
10-140-1410-5885	TAX SEARCH & CONFIRMATIONS				
	- Confirmation - Previous Years per property per year	\$10.00	\$10.00	No	
	- Multiple Tax Balances per Property (bank searches)	\$5.00	\$5.00	No	
10-140-1405-5880	EMPLOYEE PC PURCHASES				
	- Interest Charged on Computer Purchases by City Personnel	5.00%	5.00%	No	
10-140-1405-5873	PAYROLL GARNISHEE				
	- Fee for Garnishee of payroll Cheque per pay per cheque	\$10.00	\$10.00	No	Set by Province
10-140-1405-5872	NSF CHEQUE FEE				
	- Fee for a cheque being returned per cheque	\$25.00	\$25.00	No	

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "F"
LEGAL DEPARTMENT

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS				
10-150-1500-5751	SACKVILLE ROAD	\$ 200.00 / month	\$ 200.00 / month	No	98-87
10-150-1500-5753	LYONS AVE & WELLINGTON	\$ 85.00 / month	\$ 85.00 / month	No	3807
10-150-1500-5754	KORAH BRANCH LIBRARY	\$ 3,600.00 annual	\$ 3,600.00 annual	No	
10-150-1500-5755	STRATHCLAIR - SMB	1.00 annual	1.00 annual	No	92-68
10-150-1500-5758	STEELTON SENIOR CENTRE (no Rent - July & August)	\$ 400.00 / month	\$ 400.00 / month	No	93-142
10-150-1500-5781	ANNUAL ENCROACHMENTS	Varies	Varies	No	Various
10-150-1500-5783	Algoma Health Unit Rental - Civic Centre	\$ 17,422.50 / month	\$ 17,422.50 / month	No	99-43
	S.S.M. Parking Operations - Rental - Transit Building	\$ 584. / month	\$ 584. / month	No	2001-136
10-150-1500-5784	CIVIC CENTRE-MEETING ROOMS				
10-150-1500-5782	MISCELLANEOUS RENTALS				Various
10-150-1500-5759	HUDSON ST	\$ 50.00 / month	\$ 50.00 / month	No	83-50
	DERESTI USED CAR SALES	\$ 300.00 / month	0	No	2001-87
10-150-1500-5760	GREAT LAKES POWER - PEOPLES ROAD	\$ 130.00 / annual	\$ 130.00 / annual	No	Res - 20 Oct 97
10-150-1500-5761	MINISTRY OF HEALTH - 540 ALBERT STREET	\$ 5,599.00 / month	\$ 5,599.00 / month	No	99-147
	65 OLD GARDEN RIVER ROAD	\$75,360 annual	\$75,360 annual	No	2008-32
	CATHCART St - WEST STREET	\$ 5,000 annual	\$ 5,000 annual	No	2007-24
	331 QUEEN ST E	\$ 900.00 annual	\$ 900.00 annual	No	-

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2010 - 2 - Schedule "G"
PUBLIC WORKS & TRANSPORTATION DEPARTMENT

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-400-4100-5450	TRANSIT CASH FARES				
	- Adults	\$2.00	\$2.00	No	
	- Students	\$2.00	\$2.00	No	
	- Seniors	\$2.00	\$2.00	No	
	- Children (Youth)	\$1.00	\$1.00	No	
10-400-4100-5451	TRANSIT BUS PASSES				
	- Monthly Pass - Adult	\$56.00	\$56.00	No	
	- Monthly Pass - Student	\$56.00	\$56.00	No	
	- Monthly Pass - Senior	\$46.00	\$46.00	No	
	- Monthly Pass - Child (Youth)	\$10.00	\$10.00	No	
	- Punch Pass - 20 Rides	\$35.00	\$35.00	No	
	- Senior Multi 6 Ride Pass (60 years and over)	\$7.80	\$7.80	No	Established Oct 2006
	- Senior Multi 12 Ride Pass (60 years and over)	\$15.60	\$15.60	No	Established Oct 2006
	- Youth Pass	\$20.00	\$20.00	No	Established Oct 2006
10-400-4100-5452	TRANSIT PHOTO I.D. CARD	\$ 4.00 / card	\$ 4.00 / card	No	
10-400-4100-5460	TRANSIT CHARTERS - LOCAL				
	- Weekdays per hour (minimum 1 hour)	\$ 85.00 / hr	\$ 85.00 / hr	Add	
	- Sundays per hour (minimum 1 hour)	\$ 95.00 / hr	\$ 95.00 / hr	Add	
	- Statutory Holidays per hour (minimum 1 hour)	\$ 110.00 / hr	\$ 110.00 / hr	Add	

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GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
10-400-4100-5465	TRANSIT BUS ADVERTISING				
	- Governed by Agreement				
10-400-4120-5450	COMMUNITY BUS CASH FARES				
	- Cash Fare	\$2.00	\$2.00	No	
	- Punch Pass - 20 Rides	\$35.00	\$35.00	No	
10-400-4110-5450	PARA BUS FARES				
	- Cash Fare	\$2.00	\$2.00	No	
	- Ambulatory Cash Fare	\$2.00	\$2.00	No	
	- Attendant Cash Fare	\$2.00	\$2.00	No	
	- 40 Ride Pass	\$60.00	\$60.00	No	
	- 10 Ride - Ambulatory Pass	N.A.	N.A.		
	- 20 Ride - Ambulatory Pass	N.A.	N.A.		
	- 40 Ride - Ambulatory Pass	N.A.	N.A.		
10-400-4100-5860	MISCELLANEOUS TRANSIT SHOP SALES				
	- Labour	\$83.68/ hr	\$83.68/ hr	Add	
	- Bus Parking	\$ 20.00 / day	\$ 20.00 / day	Add	
	- Bus Parking - Monthly	\$ 225.00 / month	\$ 225.00 / month	Add	
	- Bus Wash	N/A	N/A	Add	
	- Bus Wash - by Hand	N/A	N/A	Add	
	- Bus - Mop and Sweep	N/A	N/A	Add	
	- Bus Vacuum	N/A	N/A	Add	
	- Battery Charge	N/A	N/A	Add	
	- Service Call - Regular Hours -	\$83.68/ hr	\$83.68/ hr	Add	
	- Service Call - After Hours -	\$130.00/ hr	\$130.00/ hr	Add	
	- Service Calls - Cost per kilometer -	\$ 0.45 / km	\$ 0.45 / km	Add	
10-400-4020-5520	SEWER RODDING				
	- Calls during regular Hours	\$112.55	\$112.55	Add	
	- Calls outside regular Hours	\$190.60	\$190.60	Add	
	- Sewer Camera Inspection	\$160.00	\$160.00	Add	

GL Account Number	Services Offered	2009 Current Fee	2010 Proposed Fee	GST/HST Y or N	By-Law or Resolution Reference
	LANDFILL FEES (established by by-law 2003-140)				
10-400-4040-5522	- Tipping Fee per tonne	65.00	65.00	No	2003-140
10-400-4040-5523	- Gate Fee	6.00	6.00	No	
10-400-4040-5522	- Out of town (Prince/Rankin) Tipping Fee per tonne	65.00	65.00	No	
10-400-4040-5522	- Tire on rim	5.00	5.00	No	
10-400-4040-5522	- Asbestos per bag following MOE Regulations (up to 4 bags)	50.00	50.00	No	
10-400-4040-5522	- Asbestos bulk load - MOE Regulations per tonne after 4 bags	200.00	200.00	No	
10-400-4040-5522	- Bio-Medical Waste per tonne per MOE Guideline	200.00	200.00	No	
10-400-4040-5522	- Refrigerator/Freezer Disposal (untagged)	25.00	25.00	No	
10-400-4040-5522	- Non Hazardous Industrial Solid Waste (for cover material)	32.50	32.50	No	
10-400-4210-5475	PARKING METERS				
	- Queenstown Area per hour	1.00	1.00	inc	
	- City Centre Area per hour	0.50	0.50	inc	
10-400-4210-5477	HOODING OF PARKING METERS				
	- Single Meter per day	4.00	4.00	inc	
	- Double Meter per day	8.00	8.00	inc	
Various	PARKING LOTS				
	- Rental - Monthly	35.00	35.00	inc	
	- Yearly Rate - Non Refundable	300.00	300.00	inc	
	- Daily Rate	2.00	2.00	inc	
	<i>Parking currently includes both GST and PST</i>				
10-400-4300-	CEMETERY FEES * See By-law 99-208 *				

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10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-78

LICENCE OF OCCUPATION: (No. L-164) A by-law to authorize a licence of occupation between the City and The Batters Edge Inc. for the use of the batting cage operation being a portion of Strathclair Park.

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 1st day of January, 2010 and made between the City and The Batters Edge Inc. for the use of the batting cage operation being a portion of Strathclair Park (Licence No. L-164).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

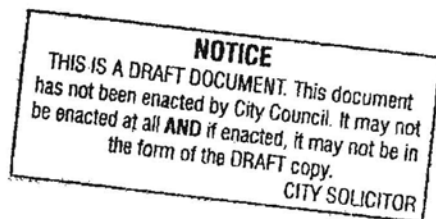
This by-law takes effect on the day of its final passing.

PASSED in open Council this 12th day of April, 2010.

MAYOR - JOHN ROWSWELL

CLERK - MALCOLM WHITE

DH \By-laws\2010\2010-78 Batters Edge Licence



10(c)

LEASE NO. L-164

THIS LICENCE made the 1st day of January, 2010.

BETWEEN

THE BATTERS EDGE INC.
hereinafter referred to as the "Licencee"

- and -

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**
hereinafter referred to as the "City"

The City grants to the Licencee the right to occupy the property of the City described and marked on attached Schedule "A" for the period January 1, 2010 to December 31, 2010 and the Licencee agrees to pay to the City \$1.00 per year during the term of this licence.

This licence will be renewed annually after December 31, 2010 unless either party at least thirty (30) days prior to December 31st in each year gives written notice to the other party terminating the licence as of December 31st of that year.

Also, either party may give the other party notice at least thirty (30) days prior to December 31st in any year of its desire to amend a clause in this licence. The parties shall then meet to try to negotiate a mutually agreeable change, failing which either party may then cancel this licence.

The Licencee shall be allowed to submit a proposal for a second attraction at Strathclair Park when a long range plan is being developed for this site. This is not a guarantee that expansion of the Licencee's site or any proposal submitted will be approved.

PURPOSE: To make available land by way of a Licence of Occupation agreement to the Licensee for the purpose of operating five (5) batting cages with pitching machines and a 12' x 12' ticket sales booth.

In this Licence, "City" means the Council of The Corporation of the City of Sault Ste. Marie and any person authorized on its behalf.

Schedules "A" and "B" attached hereto form part of this licence.

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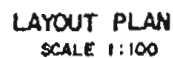
IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the

12 day of APRIL, 2010.

) THE BATTERS EDGE INC.
)
)
) Paul Wanet
) PAUL WANET
)
) I have authority to bind the corporation
)
)
) THE CORPORATION OF THE CITY
) OF SAULT STE. MARIE
)
)
)
) MAYOR – JOHN ROWSWELL
)
)
)
) CLERK – MALCOLM WHITE

10c)

A portion of Strathclair Park, being a rectangular parcel measuring 59' x 81' for the batting cage operation and an area measuring 22' x 12' in which a 12' x 12' ticket sales booth is located, as shown on the sketch below.



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SCHEDULE "B"

**ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION
AGREEMENT DATED JANUARY 1, 2010 BETWEEN THE BATTERS EDGE INC.
AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

This Licence is subject to the following conditions:

1. The days and hours of the Licencee's operations are limited to Sunday to Saturday inclusive, 0800 hours to 2300 hours during the term.
2. The Licencee shall pay all realty taxes assessed to the demised property and the Licencee's operations thereon.
3. 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 damage, regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about such claims or any action or proceeding brought thereon. The Licencee shall provide proof of general liability insurance in the amount of \$1,000,000.00 no later than May 1st of each year.
4. The Licencee shall not place or allow to be placed any advertising or promotional signs on the demised premises or on the Licencee's equipment without prior written approval of the Manager of Recreation of the City.
5. The Licencee shall keep the area of the demised premises neat and clean, free of debris and refuse.
6. The Licencee shall allow inspection of the demised premises and the operations of the Licencee during hours of operation by the City, its servants or employees on its behalf.
7. The Licencee shall not allow any activity that is contrary to City by-laws or the laws of the Province of Ontario or laws under Federal jurisdiction on the demised premises.
8. The Licencee may utilize the City's parking lot for itself and its patrons on a first come basis and the City is not obligated to provide any specific number of parking spaces for the Licencee's use. The City shall provide two signs that state "Batting Cage Patrons Only". However, it is understood that these signs do not infer enforcement by the City.
9. At the end of the term herein, the Licencee may remove all improvements provided by the Licencee, however the City's property must be restored to its original state by the Licencee.
10. The Licencee shall not use or permit the use of the demised premises for any other purpose other than the uses herein.
11. This Licence may not be assigned without the written permission of the City, which permission will not be unreasonably withheld.
12. The permission to utilize the demised property herein granted operates solely as a Licence and does not transfer any exclusive possessory right or leasehold interest to the Licencee.
13. Any breach of any of the clauses in this agreement shall at the option of the City and upon the City giving the Licencee 60 days written notice constitute an automatic cancellation of this Licence. This clause is included for the benefit of

10(c)

the City and may be waived at its discretion. Unless a waiver is given in writing by the City to the Licencee, the City will not be deemed to have waived any breach by the Licencee of any terms or breach to which it refers and in no way affects or limits the right of the City with respect to any breach to which it does not specifically refer.

All notices given pursuant to this agreement 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	Legal Department The Corporation of the City of Sault Ste. Marie P.O. Box 580 Sault Ste. Marie, Ontario P6A 5N1
------	--

LICENCEE	The Batters Edge Inc. c/o Mr. Paul Wanet Haviland Shores Drive Goulais River, Ontario P0S 1E0
----------	--

provided that each party may from time to time change its address for service on written notice to the other. Any notice or statement shall be deemed to have been received on the third business day after the day on which the same is mailed as aforesaid.

14. The City warrants that it will not provide space or grant a Licence to any competing activity related to the operation of batting cages within the boundaries of the Strathclair Park complex.
15. The City agrees to notify the Licencee of all events taking place at Strathclair Park that may have a negative impact on the operations of the Licencee.
16. The Licensee must ensure that the facilities and equipment are inspected and meet pertinent equipment, facility and safety codes and standards.
17. The Licensee agrees to comply with all by-laws, policies, codes of behaviour and regulations imposed by the City of Sault Ste. Marie and applicable Federal and Provincial statutes and legislation.
18. The City is not responsible for any articles of the Licencee and its customers that are lost, stolen or damaged.

DH \Staff\Leases and Licences of Occupation\Batters Edge Licence 2010.doc

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-72

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of April, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

DH Bylaws\2010\2010-72 Parking Officers – Private lots

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

BADGE NO. SPECIAL CONSTABLE

EMPLOYER

PROPERTY LOCATION

BYLAW 2010-72
PASSED 12 APR 10

106d)

12	ROUSE, BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35	ORR, DEREK	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
37	MILLER, STEVE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
58	BARONE, MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109	SEBECIC, JOHN, LUDVIC	DENTAL BUILDING	946 & 218 QUEEN ST E
113	TAYLOR, GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE, RICARD, JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138	CAIN, JOSEPH	CITY OF SAULT STE MARIE	BELLEVUE MARINA & BONDAR MARINE & PARK
151	PARR, DEREK, RAYMOND	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
153	TASSONE, VITO	TASSONE CHIROPRACTIC	873 QUEEN ST E
193	BUMBACCO, PHILIP, CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI, ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
179	DARLOW, LEONARD	ALGOMA UNIVERSITY	1520 QUEEN ST E
186	HARMAN, JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 48/STATION TOWER
190	LALONDE, BRIAN	CITY OF SAULT STE MARIE	BELLEVUE MARINA & BONDAR MARINE & PARK
191	BROWN, STEVEN, GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARDS PROPERTIES
196	SEABROOK, LAURA, LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
238	BECK, DESMOND	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
240	MASON, STEPHEN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241	COGHILL, ROBIN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
248	CHAN, GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W
249	CHO, LINDA	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W
253	TRAYSON, TERRANCEY (TERRY)	NORTH EAST SECURITY	BELLEVUE MARINA & BONDAR MARINE & PARK
252	ADAM, CINDY	SAULT COLLEGE	SAULT COLLEGE
263	RECOLLECT, HOLLY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
267	CORBIERE, JOHN, ALLAN	G4S SECURITY	CROSS COUNTRY/DAVEY HOME/HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
274	DAVIDSON, JAMES	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
275	EBARE, WALLACE	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/308 FARWELL TERR/AIRPORT
276	SMITH, DENNIS, ROBERT	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/AIRPORT
286	MUROOCK, IESHA	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
297	SWIRE, WILLIAM, JAMES	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
298	MANN, DUSTIN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
299	DIMMA, WILLIAM, GEORGE	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/ALGOMA UNIVERSITY/AIRPORT
301	COTTINGHAM, EDWARD, ALLEN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
307	GUREVITCH, JASON	NORTH EAST SECURITY	CAMBRIAN MALL/PINE/CHURCHILL PLAZA/BELLEVUE PARK&MARINA/STEELBACK
309	PIGEAU, EDWARD	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
314	AASEN, PAULINE	KOPRASH BUILDING SER.	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
316	MCCULLOCH, BRANDON	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
321	LORENZO, COREY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
330	O'NEILL, ROY	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
331	HAMILTON, SILVI	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
334	MILLER, BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
335	GROSSO, DONALD	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL
337	RENNISON, JEFF	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
340	DAMIGNANI, MATTHEW	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
342	PICK, DENNY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
343	CHILLMAN, JODI	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
344	HARPE, KENNETH	DAYS INN	DAYS INN HOTEL
345	SETCHELL, RODDY	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL/STEELBACK/BELLEVUE MARINA
346	HAZELTON, MARGARET	CITY OF SAULT STE MARIE	BELLEVUE MARINA
347	BEDELL, LUCAS	CITY OF SAULT STE MARIE	BELLEVUE MARINA
348	LEWIS, PETER	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
351	MCLEOD, JENNIFER	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
352	O'CONNOR, DANIEL	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
354	STEEVES, ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
357	BONENFANT, TERRANCE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
358	COLLINS, LESLEE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
360	HALUGAN, AGNES	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
363	SMELTZER, LESLEY	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
364	SMELTZER, PETER	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
365	CLOUSTON, JOHN	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
366	TROINOW, VICTORIA	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
367	MORIN, NATHAN	NORTH EAST SECURITY	STEELBACK CENTRE
368	WILLET, JORDAN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
369	CARMICHAEL, MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN, LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE, ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT, ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN, ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
376	FINN, ROBERT	G4S SECURITY	SAULT HOSPITAL/AIRPORT
377	BADGERO, PAUL	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
378	SMITH, BENJAMIN	G4S SECURITY	SAULT HOSPITAL/AIRPORT
379	MANGONE, MATTHEW	G4S SECURITY	SAULT HOSPITAL/AIRPORT
380	MARIN, MARTY	G4S SECURITY	SAULT HOSPITAL/AIRPORT
381	DEVOE, PATTI-JEAN	SOLID SECURITY SERVICES	CAMBRIAN MALL
382	HALPIN, MATTHEW	SOLID SECURITY SERVICES	CAMBRIAN MALL
383	DEVOE, DANIEL	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
384	BOREAN, RICK	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK/BELLEVUE MARINA
385	LOUBERT, JACOB	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
388	MAJOR, ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
387	ORNING, ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
388	VILLENEUVE, CHRIS	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

389	SANDIE, KEVIN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
390	DUNN, PAR	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
391	MCLEOD, HEIDI	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
392	WEINCKE, KENNETH	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
393	PRESCOTT-LACASSE, JOSEE	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
394	REID, RAYMOND	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
395	KELLY, PATRICK	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
396	THOMAS, RANDALL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
398	BELANGER, CAROL	NORTH EAST SECURITY	ALGOMA UNIVERSITY
399	MELLE, ALDO	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
401	MARTIN, DANIEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 48/STATION TOWER
402	DOWNNEY, ALEXANDER	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
403	RUFFOLO, DOMINIC	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
404	HUDSON, BRIAN	CORPS OF COMM.	22 BAY ST
405	MATCHETT, CASEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
406	LEBLANC, SERGE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
407	CYR, SARAH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
408	ST PIERRE, ANDRE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
409	MOAR, ALEXANDRA	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNER, HAROLD	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
411	MOORE, ROBERT	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
412	MEINCKE, EMILY	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
413	HILL, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
414	HUGHES, HEATHER	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
415	KOCHANOWSKI, DAVID	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
416	VELTRI, ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
417	CHIAROT, LUCIO	G4S SECURITY	AIRPORT
418	ROSENE, JOSH	G4S SECURITY	AIRPORT
419	RAYMO, ADAM	G4S SECURITY	AIRPORT
420	FABIANO, ANTONIO	G4S SECURITY	AIRPORT
421	DUNN, PATRICK	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
422	BENNETT, JEFF	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
423	VANDERKLIFF, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
424	REDPATH, BRITTNEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
425	ELLIS, MARTY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
426	DIMMA, JUSTIN	G4S SECURITY	SAULT AREA HOSPITAL
427	CADA, TY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
428	DIAS, JASON	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
429	STEWART, MARK	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	RUSCIO, DOMINIC	MAJOR CONTRACTING LTD.	TRAVELODGE
431	DICKSON, SHANE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
432	KING, SEAN	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
433	MAJOR, ROBERT	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
434	SIMONCINI, TREVOR	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
435	TRUMBLE, GEORGE	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
436	COUTURIER, NATASHA	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
437	GIROUX, JOSEPH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
438	GRASLEY, JOSEPH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
439	LAMBERT, KEN	KOPRASH BUILDING SER.	ROBERTA BONDAR BUILDING
440	HAMMERSTEDT, ERIC	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
441	WILSON, DAVID	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
442	MACLENNAN, MATTHEW	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
443	MARCIL, MARK	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-76

PROPERTY ACQUISITION: a by-law to authorize the City's acquisition from Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure of the property described as Part 1 on Plan 1R-11700

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" at the consideration shown in the said Schedule "A", upon the conditions set out in the Agreement of Purchase and Sale attached as Schedule "B".

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 purchase, including the Agreement of Purchase and Sale between the City and Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure, dated April 12, 2010.

3. **SCHEDULE "A" and SCHEDULE "B"**

Schedule "A" and Schedule "B" hereto form 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 12th day of April, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

Da/Bylaws 2010/2010-76 Property Acquisition ORC McNabb South Market.doc

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" TO BY-LAW 2010-76

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

VENDOR: Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure

PROPERTY DESCRIPTION: PART OF
PIN 31504-0002 (LT)
Part of Section 33, Township of Tarentorus,
City of Sault Ste. Marie, designated as Part 1
on Plan 1R-11700

CONSIDERATION: \$11,000.00
(Subject to the usual adjustments)

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

ONTARIO REALTY CORPORATION
 acting as agent on behalf of
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF ENERGY AND INFRASTRUCTURE

(hereinafter called the "Vendor")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
 (hereinafter called the "Purchaser")

RECITALS:

Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure (the "Owner") is the owner in fee simple of the property defined as the "Property" in section 1(x) of this Agreement.

Ontario Realty Corporation ("ORC") confirms that it is the designated agent of the Owner subject to the provisions of section 6(2) of this Agreement and has the authority to exercise all rights of the Minister of Energy and Infrastructure pursuant to subsections 6(1) and 8(1) of the Ministry of Government Services Act, R.S.O. 1990, c. M.25, and the express written delegation from the Owner, dated September 15, 2005, and that both the Owner and ORC are and shall be bound by all the Vendor's covenants, representations and warranties as provided herein.

The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

DEFINITIONS

1. As used in this Agreement, the following terms shall have the following meanings:

- (a) **"Agreement"** means this agreement, Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" and every properly executed instrument which by its terms amends, modifies or supplements this agreement.
- (b) **"As Is Where Is"** has the meaning ascribed to it in section 5(1) of this Agreement.
- (c) **"Authority"** means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Property as defined herein, or the use thereof.
- (d) **"Buildings"** INTENTIONALLY DELETED – VACANT LAND
- (e) **"Business Day"** means any day on which the Government of Ontario normally conducts business.
- (f) **"Chattels"** INTENTIONALLY DELETED

- (g) "Class EA" means the Class Environmental Assessment Process for ORC Realty Activities as approved, amended, or renewed from time to time by the Minister of the Environment pursuant to section 14 of the Environmental Assessment Act, R.S.O. 1990, c. E.18.
- (h) "Contaminant" has, for the purposes of this Agreement, the same meaning as that contained in the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and/or the Ministry of Labour.
- (i) "Date of Acceptance" means the date the ORC Board of Directors approves and accepts this Agreement.
- (j) "Date of Closing" means the day which is ten (10) Business Days following i) the date that the Purchaser waives or satisfies its condition(s) contained in section 5 of this Agreement, or ii) the date that the Vendor fulfills its condition(s) contained in section 6 of this Agreement, whichever date is the later date or any extension thereof pursuant to the terms of this Agreement.
- (k) "Deposit" means the deposits provided for in sections 2(1)(a) and 2(1)(b) of this Agreement.
- (l) "Environmental Law" includes, but is not limited to all applicable federal and provincial statutes, municipal and local laws, common law, and deed restrictions, all statutes, by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any Authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance.
- (m) "G.S.T." has the meaning ascribed to it in section 3(1) of this Agreement.
- (n) "Hazardous Substance" includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (o) "Information Package" means the package provided by ORC to the Purchaser containing copies of the Property Documents and other information in order to solicit offers to purchase the Property.
- (p) "Inspection Period" means that period of time which is thirty (30) days following the date the Vendor notifies the Purchaser that the approval of the Lieutenant Governor in Council has been obtained as provided for in section 6(2)(a) of this Agreement.
- (q) "Lands" means the land(s) described in Schedule "A" to this Agreement.
- (r) "Land Use Regulations" means any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing Official Plans, zoning by-laws and zoning orders.
- (s) "Lease" -- INTENTIONALLY DELETED
- (t) "Municipality" means the municipality (or municipalities) where the Property is located.

- (u) "ORC" means Ontario Realty Corporation.
- (v) "Owner" means Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure.
- (w) "Permitted Encumbrances" means the encumbrances listed in Schedule "B" to this Agreement.
- (x) "Property" means collectively the Lands and the Property Documents.
- (y) "Property Documents" means documents in ORC's current possession related to the Property as set out in Schedule "E" and may include:
 - (i) copies of environmental reports, heritage reports and archaeological reports; and
 - (ii) any plan of survey of the boundaries of the Property.
- (z) "Purchase Price" means the total amount as set out in section 2(1) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of G.S.T. and subject to the adjustments specified in section 17 of this Agreement.
- (aa) "Vendor" means the Owner and/or ORC.
- (bb) "Tenancy Agreements" INTENTIONALLY DELETED

PAYMENT OF PURCHASE PRICE

- 2(1) Under this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Property for the Purchase Price of Eleven Thousand (\$11,000) Canadian dollars, payable by the Purchaser to the Vendor's solicitor in trust, by certified cheque or bank draft as follows:
- (a) a sum equal to five (5%) percent of the Purchase Price (the "First Deposit"), upon the submission of this offer to purchase, as a deposit to be credited towards the Purchase Price on the Date of Closing; and
 - (b) a further sum equal to five (5%) percent of the Purchase Price (the "Second Deposit"), within forty-eight (48) hours of notification by the Vendor to the Purchaser that this offer to purchase has been accepted by the Board of Directors of ORC as a further deposit to be credited towards the Purchase Price on the Date of Closing; and
 - (c) the balance of the Purchase Price, subject to the adjustments set out in section 17, on the Date of Closing.
- 2(2) The First Deposit and the Second Deposit together shall form the Deposit. The parties authorize and direct the Vendor's solicitor to invest the Deposit with a Canadian bank as identified in *Schedule I* of the Bank Act, R.S., 1991, c. B.46 (Canada) in a term or certificate of deposit (such investment to be available to the Vendor's solicitor through its trust account bank and which investment allows liquidation of the investment as necessary for the anticipated Date of Closing or earlier termination of this Agreement as herein provided). Any and all interest earned thereon shall accrue to the benefit of and be paid to the Purchaser forthwith on the Date of Closing or earlier termination of this Agreement provided that in the event that this Agreement is terminated due to a specific default by the Purchaser the Vendor shall be entitled to retain the Deposit as liquidated damages, in addition to any other remedies available to the Vendor pursuant to this Agreement and at law.

GOODS AND SERVICES TAX

- 3(1) The Purchase Price of the Property does not include the federal Goods and Services Tax ("G.S.T.") payable by the Purchaser in respect of the purchase of the Property pursuant to

the Excise Tax Act, R.S. 1985, c. E.15 (Canada) (the "Act"). Subject to section 3(2) below, the Purchaser agrees to pay to the Vendor, on the Date of Closing, as a condition of completion of this transaction by certified cheque or bank draft, all G.S.T. payable as a result of this transaction in accordance with the Act.

- 3(2) Notwithstanding section 3(1) above, the Vendor shall not collect G.S.T. from the Purchaser in this transaction if the Purchaser is registered under the Act and in that event, the Purchaser shall file returns and remit such G.S.T. to the Receiver General for Canada when and to the extent required by the Act. The Purchaser shall provide to the Vendor, prior to the Date of Closing, a statutory declaration confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting G.S.T., and confirming its G.S.T. registration number under the Act, together with an indemnity in favour of the Vendor for any costs or expenses payable by the Vendor as a result of the Vendor's failure to collect G.S.T. from the Purchaser on the Date of Closing, such statutory declaration and indemnity to be in a form satisfactory to the Vendor's solicitor, acting reasonably.
- 3(3) The Purchaser's obligations under this section 3 shall survive closing.

LAND TRANSFER TAX AND FEES

4. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.

PURCHASER'S CONDITION, INSPECTION PERIOD, "AS IS WHERE IS" CONDITION AND ENVIRONMENTAL INDEMNITY

- 5(1) The Purchaser shall accept, assume and take title to the Property and any improvements thereon in an "As Is Where Is" condition. The term "As Is Where Is" means in its condition or state on the date of this Agreement without any agreement, representation or warranty of any kind, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, or the use to which the Property may be put and its zoning. Without limiting the foregoing, it is understood that the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this transaction, any applications to the Municipality or any Authority for changes or variances to the uses currently permitted on the Property including, without limitation, changes or variances to official plans and/or zoning by-laws applicable to the Property.
- 5(2) During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property including, without limitation, compliance with Environmental Law and the existence of any Hazardous Substance or Contaminant.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists a condition of non-compliance with Environmental Law or the existence of a Hazardous Substance or Contaminant on the Property that would be in excess of the guidelines for any of the permitted uses under the current zoning by-law affecting the Property, the risk or existence of which the Purchaser is not prepared to assume, then the Purchaser shall provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance and quantify the remediation cost and the Vendor shall have the following options:

- (a) to undertake to correct the matter of non-compliance prior to the Date of Closing or as soon as possible after the Date of Closing if compliance prior to closing is not reasonably possible;
- (b) to allow the Purchaser the quantified cost of correcting the matter of non-compliance as an adjustment in which event the Purchaser will assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Date of Closing;
- (c) to terminate this Agreement in which event the Deposit shall be returned to the Purchaser with accrued interest; or
- (d) to refuse to do either (a), (b), or (c) in which event the Purchaser shall have the option of completing the transaction without adjustment to the Purchase Price or terminating this Agreement in which event the Deposit shall be returned to the Purchaser with accrued interest.

The Vendor shall have ten (10) days from receipt of the report from the recognized and qualified environmental consultant to make its election under (a), (b), (c) or (d) in writing to the Purchaser and in the event the Vendor fails to make an election within said ten (10) day period, the Vendor will be deemed to have elected option (d) in which event the Purchaser shall have ten (10) days from the date of the Vendor's election or deemed election under (d) to elect to terminate or complete as per paragraph (d) and in the event the Purchaser fails to make an election within said ten (10) day period the Purchaser shall be deemed to have elected to complete the transaction without adjustment to the Purchase Price.

- 5(3) The Vendor grants to the Purchaser the right to enter upon the Property during the Inspection Period at its own risk and to conduct such investigations, tests and inquiries at its own expense as the Purchaser deems necessary in this regard, provided the Purchaser takes all reasonable care in the conduct of such investigations, tests and inquiries. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from its and/or its agents' or consultants' presence on the Property or its and/or its agents' or consultants' activities on or in connection with the Property.
- 5(4) The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' notice.
- 5(5) The Vendor agrees to provide to the Purchaser within five (5) days of the date of commencement of the Inspection Period, a copy of a Phase I Environmental Report prepared by Conestoga-Rovers & Associates dated June 2008 pursuant to the Class EA. The Vendor makes no representations or warranties with respect to the completeness or accuracy of such report(s) and shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any omission or inaccuracy contained therein. The Purchaser covenants and agrees that any and all environmental reports provided by the Vendor or obtained by the Purchaser and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the report(s) or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Property by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such report(s) or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser will return to the Vendor all environmental reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all environmental reports the Purchaser commissions or obtains during the course of its investigations.

- 5(6) In the absence of the Purchaser delivering a waiver of the Purchaser's conditions or in the event of this Agreement not being terminated as herein provided, the Purchaser shall be conclusively deemed to have waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made within the Inspection Period, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5(7) The Purchaser shall be responsible for and hereby indemnifies and saves harmless the Vendor and its employees, directors, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise as a result of the condition of the Property, any order issued by any competent governmental Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant.
- 5(8) This section 5 shall not merge but shall survive the Date of Closing and shall be a continuing obligation of the Purchaser.
- 5(9) The conditions set forth above in subsection 5(2) have been inserted for the sole benefit of the Purchaser and may be waived by the Purchaser at any time prior to the expiration of the Inspection Period.

VENDOR'S CONDITIONS

- 6(1)(a) This Agreement is subject to the conditions set forth in subsections 6(2) and 6(3) hereof which have been inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Date of Closing.
- (b) If a condition is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser with interest and without deduction.
- 6(2)(a) Within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the approval of the Lieutenant Governor-in-Council pursuant to subsection 8(5) of the Ministry of Government Services Act, R.S.O. 1990, c. M.25 for the sale of the Property to the Purchaser, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld and the Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.
- (b) The Purchaser agrees that should the Vendor be unable to satisfy this condition within said ninety (90) day period, then the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.
- 6(3) The Vendor shall undertake or has undertaken such actions and measures as it deems necessary to comply with the requirements of the Environmental Assessment Act, R.S.O. 1990, c.E. 18 and the Class EA in each such case as they apply to the Property and the transaction contemplated by this Agreement (collectively, the "Environmental Requirements").

Notwithstanding any other provision of this Agreement, the completion of such transaction is subject to continuing compliance to the Date of Closing with all such Environmental Requirements and in the event that prior to the Date of Closing:

- (a) any governing Authority makes or issues any order or directive pursuant to the Environmental Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Environmental Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the Environmental Assessment Act); or
- (b) the Vendor receives any notice or communication from any such governmental or public authority that it is considering whether to make or issue any such order or directive; or
- (c) a written request has been made to the Minister of the Environment, of which the Vendor has notice, that other or different measures be taken to comply with the Environmental Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Date of Closing for at least an additional thirty (30) days by notice in writing to the Purchaser during which time the Vendor shall:

- (d) determine if the request in subsection (c) above has been satisfied or has been refused;
- (e) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event it may extend the Date of Closing up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate); or
- (f) terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force or effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement.

6(4) If at any time prior to the Date of Closing the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Date of Closing up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest; or
- (b) have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5(3) of this Agreement.

RISK

7. Until completion of this Agreement on the Date of Closing, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Date of Closing, the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arms length in which event the Purchaser will complete the transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall be immediately returned to the Purchaser, with interest and without deduction, and neither party shall have any further rights or obligations hereunder.

VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 8(1) The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of section 116 of the Income Tax Act, R.S.C. 1970, c.I. 5(Canada).
- 8(2) The Information Package provided by the Vendor or its agents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any of the information it has provided to the Purchaser.

PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9(1) The Purchaser warrants and represents to the Vendor that the Purchaser does not have a conflict of interest with the Owner or ORC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule "F" at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that in the event that the information upon which the Statutory Declaration was provided has changed, the Purchaser shall inform the Vendor of such change up to and including the Date of Closing.
- 9(2) The Vendor shall deliver and the Purchaser shall accept vacant possession of the Lands on the Date of Closing in an As Is Where Is condition, subject to the Permitted Encumbrances,
- 9(3) As of the Date of Closing, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefore.
- 9(4) Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Date of Closing.
- 9(5) On the Date of Closing, the Purchaser will execute and deliver an Assignment, Assumption and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this section 9.

SEVERANCE

- 10(1) The Purchaser acknowledges that although the Vendor is entitled to invoke "Crown

Right" to sever property (i.e. the ability of the Crown to divide land referenced under the subdivision control provisions of the *Planning Act*), the Vendor has elected to only invoke Crown Right (a) when it disposes of land to entities that include government or government related agencies; (b) when it acquires land for government or government related agencies, or (c) where requested to do so by the Municipality in which the Lands are located (a "Crown Right Request").

- 10(2) Evidence of a Crown Right Request, if applicable in connection with this transaction, shall be in the form of a letter from the Municipality's Planning and Building Department, or other representative of the Municipality acceptable to the Vendor, requesting the Vendor to exercise its Crown Right in connection with the disposition of the Lands.
- 10(3) Notwithstanding the foregoing, if after preliminary discussions with the Municipality, the Vendor is of the opinion that it will not be requested to use its Crown Right and if the Vendor does not proceed pursuant to the provisions of section 10(4), the Vendor shall have the right, in its sole, unfettered and subjective discretion, to terminate this Agreement by written notice to the Purchaser given on or before the Date of Closing in which event the Deposit shall be returned to the Purchaser without deduction and with interest and neither party shall have any further obligation to the other respecting this Agreement other than the Purchaser's obligations pursuant to Section 5(3) of this Agreement.
- 10(4) If the Vendor does not terminate this Agreement in accordance with the provisions of Section 10(3), then the Vendor shall proceed with diligence with an application for consent to convey the Lands to the Purchaser pursuant to the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. p.13 (a "Consent") at the sole cost and expense of the Purchaser, which cost shall include all application fees, legal fees and disbursements, and all costs and expenses in connection with satisfying and/or complying with any conditions imposed as a condition of Consent (the "Conditions"). If so requested by the Vendor, the Purchaser shall cooperate with the Vendor in the application for Consent by attending at any hearings and making submissions, and/or executing any documents required as a condition of obtaining such Consent.
- 10(5) If a Consent by the appropriate body is not given or, if Consent is given but Conditions are attached which the Vendor in its sole, unfettered and subjective discretion is not prepared to satisfy or, if Consent is given but is appealed and the Vendor is not prepared in its sole, unfettered and subjective discretion to defend such appeal, then the Vendor shall have the right in its sole, unfettered and subjective discretion to terminate this Agreement by written notice to the Purchaser given on or before the Date of Closing, and the Deposit shall be returned to the Purchaser without deduction and with interest and neither party shall have any further obligation to the other respecting this Agreement other than the Purchaser's obligations pursuant to Section 5(3) of this Agreement.
- 10(6) If the Lands abut other lands owned by the Vendor and a Consent is obtained then in the absence of delivery of notice of termination by the Vendor as described in section 10(5), this Agreement shall be completed on the later of:
- (i) the Date of Closing;
 - (ii) five (5) days after notice is given to the Purchaser that the Consent is final and binding, if no Conditions have been imposed; or
 - (iii) five (5) days after notice is given to the Purchaser that the Conditions have been satisfied, if Conditions have been imposed.
- 10(7) Notwithstanding the foregoing, this Agreement may be terminated by the Vendor if the Consent is not final and binding or if any Conditions which have been imposed have not been satisfied within one hundred and eighty (180) days after the Date of Acceptance of this Agreement by the Board of Directors of ORC (the "Initial Period"). If the Consent is not final and binding or if any Conditions imposed have not been satisfied by such date, the Vendor may, at any time up to ten (10) days following the expiration of the Initial Period or each extended time period, as the case may be, extend the time on one or more occasions to obtain the Consent in final and binding form or to satisfy any Conditions

imposed, as the case may be, for further periods of time chosen by the Vendor upon notice to the Purchaser provided that the total number of days of extension do not exceed three hundred and sixty-five (365) days after the Date of Acceptance (the "Extended Period"). If the Consent is not final and binding or if all Conditions have not been satisfied by the expiration of the Extended Period, this Agreement shall automatically be terminated and the Deposit shall be returned to the Purchaser without deduction and with interest and neither party shall have any further obligation to the other respecting this Agreement other than the Purchaser's obligations pursuant to Section 5(3) of this Agreement.

10(8) Evidence of Consent shall be in the form of:

- (b) a final unconditional Consent of the Committee of Adjustment or Land Division Committee for the Municipality authorizing the Consent, which is not subject to further appeal; or
- (c) a final Order of the Ontario Municipal Board (if necessary or sought) confirming approval of the Consent, if one has been obtained, which is not subject to further appeal.

REFERENCE PLAN

11. INTENTIONALLY DELETED

TITLE

12(1) The Purchaser shall have the Inspection Period to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.

12(2) On the Date of Closing, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:

- (a) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands;
- (b) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey;
- (c) the Land Use Regulations;
- (d) all other Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.

12(3) If, within the specified time allowed for examining title to the Lands, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.

12(4) The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably

require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality.

NO ASSIGNMENT

- 13(1) The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, without obtaining the prior written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Purchaser may, upon prior written notice to the Vendor, assign this Agreement to an affiliate as defined in the Business Corporations Act, R.S.O. 1990, c. B.16 but the Purchaser shall not be relieved of any of its liabilities or obligations hereunder in the event of any such assignment to an affiliate.
- 13(2) If the Vendor consents to an assignment of this Agreement to a third party or the Purchaser assigns this Agreement to an affiliate (the "Assignee"), the Purchaser shall cause the Assignee and the Purchaser, to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.
- 13(3) In the event of any assignment of this Agreement to an affiliate or a third party, such Assignee shall provide a similar representation, warranty and Statutory Declaration as required of the Purchaser in section 9(1).

PARTICIPATION AGREEMENT

14. It is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arms length sale or proposed sale of the Property by the Purchaser or any affiliated company of the Purchaser as that term is defined in the Business Corporations Act, R.S.O. 1990, c.B. 16, at any time within twenty (20) years from the Date of Closing at the option of the Vendor, either (i) the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to this Agreement, or (ii) 100% of any Profit as defined below shall be paid to the Vendor and the amount of such Profit shall be a charge on the Property in favour of the Vendor until paid.

"Base Amount" means <[insert purchase price in this Agreement] >

"Sale Price" means: The value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm's length with the Purchaser (or the Purchaser's heirs, administrators, successors or assigns including the value of all chattels situate thereon which are then owned by the Purchaser and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles) made by the Purchaser to the Property from and after the Date of Closing;
- (b) any real estate commission payable by the Purchaser in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Purchaser in disposing of the Property.

"Profit" means the amount by which the Sale Price exceeds the Base Amount;

On the Date of Closing, the Purchaser will enter into an agreement with the Vendor, to be registered on title to give effect to these provisions, in the form attached hereto as Schedule "J".

PREPARATION OF TRANSFER/DEED DOCUMENTS, LEGAL FEES AND APPRAISAL COSTS

- 15(1) The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration ("Land Transfer Tax Affidavit"), which will be prepared by the Purchaser. The Purchaser shall pay its own legal costs, registration costs, and all land transfer tax payable.
- 15(2) All legal costs incurred by the Vendor, inclusive of disbursements, as they pertain to the subject Agreement and completion of the transaction of purchase and sale shall be paid by the Purchaser. Such costs shall be treated as an adjustment to the Purchase Price in accordance with section 17 of this Agreement and will not exceed Four Thousand (\$4,000) Canadian Dollars..
- 15(3) The Purchaser agrees to pay for all appraisal costs incurred by the Vendor in contemplation of this Agreement and the sale of the subject Property. Such costs shall be treated as an adjustment to the Purchase Price in accordance with section 17 of this Agreement.

TENDER

16. Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office.

ADJUSTMENTS

- 17(1) Adjustments between the Vendor and the Purchaser shall be made on the Date of Closing for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment. Such adjustments shall be made on the basis that the Date of Closing shall be for the Vendor's account.
- 17(2) Any adjustments that cannot be determined on the Date of Closing shall be determined by the parties as soon after the Date of Closing as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. Upon completion, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.

ELECTRONIC REGISTRATION

18. Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L-4, and the Electronic Registration Act, S.O. 1991, c.-44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
 - (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction); and
 - (b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in trust and not release same except in accordance with the terms of a document registration

agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada.

CLOSING DELIVERABLES

19(1) The Vendor covenants that it will deliver to the Purchaser on or before the Date of Closing, each of the following:

- (a) vacant possession of the Property in an As Is Where Is condition;
- (b) an executed Transfer/Deed of Land in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) a direction regarding the payment of funds;
- (e) statement of adjustments; and
- (f) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

19(2) The Purchaser covenants that it will deliver to the Vendor on or before the Date of Closing:

- (a) a certified cheque or bank draft for the balance of the Purchase Price due on the Date of Closing;
- (b) a direction as to title, if necessary;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) G.S.T. Declaration and Indemnity, if applicable referred to in section 3;
- (e) An updated Statutory Declaration in the form set out in Schedule "F" is required in the event that there have been any changes to the information contained in the Statutory Declaration provided to the Vendor prior to the date of execution of this Agreement pursuant to section 9(1);
- (f) an Acknowledgement and Indemnity with respect to all the matters in section 9, in the form and substance attached herein as Schedule "I";
- (g) such other deeds, conveyances resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement;
- (h) Document Registration Agreement as set out in Schedule "G"; and
- (i) Acknowledgement and Direction as set out in Schedule "H".

NOTICE

20. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine addressed to the Purchaser at:

P.O. Box 580 – 9 Foster Drive
Sault Ste. Marie, ON
P6A 5N2

Attention: Lorie A. Bottos

Telephone: 705-759-5400

Facsimile: 705-759-5405

and to the Purchaser's solicitor at:

Attention: _____

Telephone: _____

Facsimile: _____

and to the Vendor at:

c/o Ontario Realty Corporation
Sales and Acquisitions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 2L6
Attention: ◇
Email: ◇
Telephone: 416 ◇
Facsimile: 416-◇

And:

Attention: Executive Vice-President & General Counsel
Facsimile: 416-327-2760

and to the Vendor's solicitor at:

Fraser Milner Casgrain LLP
1 First Canadian Place
100 King Street West
Toronto, ON M5X 1B2
Attention: Roger J. Pead
Email: roger.pead@finc-law.com
Telephone: 416-863-4578
Facsimile: 416-863-4592

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

GENERAL

21. Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
22. This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the

Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement (collectively, the "Obligations") shall not merge on the completion of this transaction, but shall survive completion and remain in full force and effect and binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.

- 23. Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 24. This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property.
- 25. This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 26. The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
- 27. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all material and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, employees, agents, sub-contractors, volunteers and financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

IRREVOCABLE PERIOD

- 28. Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for thirty (30) days from the date it is submitted to ORC and open for acceptance by the Board of Directors of ORC during said thirty (30) day period, subject to an extension for a further period up to thirty (30) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile transmission, including facsimile signature provided that the original hard copy, with original signatures is received by both parties within seven (7) days of the facsimile acceptance. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Board of Directors of ORC.

OFFERED BY the Purchaser this 12th day of April, 2010.

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

Per: _____
Name: Mayor John Rowswell
Title: _____

Per: _____

Name: Malcolm White

Title: City Clerk

I/We have the authority to bind the
Corporation

ACCEPTED BY the Vendor this _____ day of _____, 2010.

**ONTARIO REALTY CORPORATION
acting as agent on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
ENERGY AND INFRASTRUCTURE**

Per: _____

Name:

Title:

Authorized Signing Officer

106e)

Schedule "A"

LEGAL DESCRIPTION OF LANDS

Part of Section 33, Township of Tarentorus, City of Sault Ste. Marie, designated as Part 1 on Plan 1R-11700 being part of PIN 31504-0002(LT).

Schedule "B"

PERMITTED ENCUMBRANCES

(a) General Encumbrances:

- a. Liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
- b. easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or user, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
- c. title defects or irregularities which do not, in the aggregate, materially and adversely impair the use or marketability of the Property for the purpose for which it is presently held;
- d. cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
- e. any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
- f. any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
- g. the provisions of all applicable law including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
- h. encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the use or marketability of the Property;

(b) Specific Encumbrances:

none

10(e)

Schedule "C"

CHATELS

NONE

10(e)

Schedule "D"

LEASE

NONE

10(e)

Schedule "E"

PROPERTY DOCUMENTS

1. Phase I Environmental Site Assessment prepared by Conestoga-Rovers & Associates dated June 2008.

106e

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Schedule "F"

STATUTORY DECLARATION

Canada) IN THE MATTER OF THE TITLE TO PART OF SECTION
 Province of Ontario) 33, TOWNSHIP OF TARENTORUS, CITY OF SAULT STE.
) MARIE, DESIGNATED AS PART 1 ON PLAN 1R-11700
) BEING PART OF PIN 31504-0002(LT)
)
) AND IN THE MATTER OF A SALE THEREOF from
) ONTARIO REALTY CORPORATION/HER MAJESTY THE
) QUEEN, IN RIGHT OF ONTARIO, AS REPRESENTED BY
 TO WIT:) THE MINISTER OF ENERGY AND INFRASTRUCTURE
) (the "Vendor") to THE CORPORATION OF THE CITY OF
) SAULT STE. MARIE (the "Purchaser")
)

I, John Rowswell, of the City of Sault Ste. Marie, in the Province of Ontario,

DO SOLEMNLY DECLARE, that:

1. I am the Mayor {title} of THE CORPORATION OF THE CITY OF SAULT STE. MARIE the Purchaser in the above-captioned transaction and as such have knowledge of the matters hereinafter declared.
2. THE CORPORATION OF THE CITY OF SAULT STE. MARIE and ONTARIO REALTY CORPORATION are arms lengths parties and THE CORPORATION OF THE CITY OF SAULT STE. MARIE has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms lengths parties.
3. THE CORPORATION OF THE CITY OF SAULT STE. MARIE and HER MAJESTY THE QUEEN, IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE are arms lengths parties and THE CORPORATION OF THE CITY OF SAULT STE. MARIE has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms lengths parties.
4. There are no outstanding legal disputes or actions between the Vendor and Purchaser.
5. THE CORPORATION OF THE CITY OF SAULT STE. MARIE is not in conflict with ONTARIO REALTY CORPORATION (or any of its employees) to the above transaction.
6. THE CORPORATION OF THE CITY OF SAULT STE. MARIE is not in conflict with HER MAJESTY THE QUEEN, IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE (or any of its employees) to the above transaction.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED by the above-named)
 Declarant, before me at the City of Sault)
 Ste. Marie, this)
 day of Apr, 2010.)
) John Rowswell
 A Commissioner, etc.) Mayor

10(e)

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Schedule "G"

DOCUMENT REGISTRATION AGREEMENT

BETWEEN:

Fraser Milner Casgrain LLP
(hereinafter referred to as the "Vendor's Solicitor")

AND:

◊

(hereinafter referred to as the "Purchaser's Solicitor")

RE: Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as Represented by the Minister of Energy and Infrastructure (the "Vendor") sale to ◊ (the "Purchaser") of the property legally described as ◊, City of ◊, being the whole of PIN ◊(LT) (the "Property pursuant to an Agreement of Purchase and Sale between the Purchaser, as purchaser, and the Vendor, as vendor, dated ◊ and accepted ◊ (the "Purchase Agreement"), scheduled to be completed on ◊ (the "Closing Date")

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby undertake and agree as follows:

Holding Deliveries
in Escrow

1. The Vendor's Solicitor and the Purchaser's Solicitor shall hold all funds, keys and closing documentation exchanged between them (the "Requisite Deliveries") in escrow, and *shall* not release or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor's Solicitor and the Purchaser's Solicitor have been authorized by their respective clients to enter into this Agreement. Once the Requisite Deliveries can be released in accordance with the terms of this Agreement, any monies representing payout funds for mortgages to be discharged shall be forwarded promptly to the appropriate mortgage lender.¹

Advising of
Concerns with
Deliveries

2. Each of the parties hereto shall notify the other as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) with respect to same.

Selecting Solicitor
Responsible for
Registration

3. The Purchaser's Solicitor shall be responsible for the registration of the Electronic Documents (as hereinafter defined) unless the box set out below indicating that the Vendor's Solicitor will be responsible for such registration has been checked. For the purposes of this Agreement, the solicitor responsible for such registration shall be referred to as the "Registering Solicitor" and the other solicitor shall be referred to as the "Non-Registering Solicitor":

Vendor's Solicitor will be registering the Electronic Documents

☐

¹ Solicitors should continue to refer to the Law Society of Upper Canada practice guidelines relating to recommended procedures to follow for the discharge of mortgages.

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Responsibility of
Non-Registering
Solicitor

4. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:

- a) the registration of the Electronic Documents;
- b) the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows [_____ a.m./p.m. on the Closing Date] (the "Release Deadline"), and provided that notice under paragraph 7 below has not been received; or
- c) receipt of notification from the Registering Solicitor of the registration of the Electronic Documents.

If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6.00 p.m. on the Closing Date.

Responsibility of
Registering
Solicitor

5. The Registering Solicitor shall, subject to paragraph 7 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule "A" annexed hereto (referred to in this agreement as the "Electronic Documents") in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non-Registering Solicitor, and immediately thereafter notify the Non-Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties).

Release of Requisite
Deliveries by Non-
Registering Solicitor

6. Upon registration of the Electronic Documents and notification of the Non-Registering solicitor in accordance with paragraph 5 above, the Non-Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow.

Returning
Deliveries where
Non-registration

7. Any of the parties hereto may notify the other party that he/she does not wish to proceed with the registration² of the Electronic Documents, and provided that such notice is received by the other party before the release of the Requisite Deliveries pursuant to this Agreement and before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries.

Counterparts
& Gender

8. This agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context.

Purchase
Agreement
Prevails if
Conflict or
Inconsistency

9. Nothing contained in this agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this agreement and the Purchase Agreement, then the latter shall prevail.

Telefaxing
Deliveries
& Providing
Originals if
Requested

10. This agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

Dated this ____ day of ◊, 2010.

Dated this ____ day of ◊, 2010.

Name/Firm Name of Vendor's Solicitor

Name/Firm Name of Purchaser's Solicitor

Fraser Milner Casgrain LLP

◊

◊

◊

(Signature)

(Signature)

² For the purpose of this Agreement, the term "registration" shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office.

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Note: This version of the Document Registration Agreement was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 and posted to the web site on April 8, 2004.

Schedule "A"

1. Transfer from $\diamond$ to $\diamond$.

Schedule "H"

ACKNOWLEDGEMENT AND DIRECTION

TO:

RE:

(insert brief description of transaction)

This will confirm that:

- The undersigned (has) have reviewed the information set out in the draft document(s) attached, and that this information is accurate;
- You are authorized and directed to register or cause to be registered electronically on behalf of the undersigned the following document(s):
 - 1.
 - 2.
 - 3.
 as well as any other document(s) required to complete the transaction described above;
- You are authorized to amend the above-described documents as required in order to complete the transaction in accordance with its terms or as the undersigned may instruct from time to time;
- You are authorized and directed to enter into a Document Registration Agreement substantially in the form attached hereto as Schedule "A" and the undersigned acknowledge(s) that the undersigned shall be bound by the terms of that Agreement;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the undersigned and the undersigned understand(s) that the undersigned (is a party) are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if the undersigned had personally signed these documents; and
- The undersigned (is) are in fact (the party) parties named in the electronic documents described in this Acknowledgement and Direction and the undersigned (has) have not misrepresented the identity of (any of) the undersigned to you.

[Family Law Act statement where required]

The undersigned acknowledges and agrees that in effecting the electronic registrations hereby authorized, you will be relying on the accuracy and authority of the foregoing statements.

Dated at Toronto, this _____ day of _____, 201_.

Witness: (as to all signatures, if applicable)

 ◇

 ◇

[OR]

◇[Company Name]

Per: _____

Name: ◇

Title: ◇

Per: _____

Name: ◇

Title: ◇

Schedule "I"

ACKNOWLEDGEMENT AND INDEMNITY

The Purchaser hereby acknowledges that all representations and warranties provided for in section 9 of the Agreement of Purchase and Sale executed on the 12th of April 2010, shall survive closing and further agrees to indemnify the Vendor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the Vendor is responsible in law and its administrators, permitted assigns, directors, officers, employees, agents, servants, representatives and all others from whom the Vendor is responsible in law, from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith.

Date: April , 2010

Witness:

Name: _____

Name: Mayor John Rowswell
Position:
Title:

Name: Malcolm White
Position: City Clerk

Schedule "J"

PARTICIPATION AGREEMENT

BETWEEN:

ONTARIO REALTY CORPORATION
 acting as agent on behalf of
 HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
 MINISTER OF ENERGY AND INFRASTRUCTURE
 (Hereinafter called "ORC")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
 (hereinafter called "Sault Ste. Marie")

RECITALS:

Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure (the "Owner") is the owner in fee simple of the property defined as the "Property" in Schedule "A" to this Agreement (the "Property").

Ontario Realty Corporation ("ORC") confirms that it is the designated agent of the Owner and has the authority to exercise all rights of the Minister of Energy and Infrastructure pursuant to subsections 6(1) and 8(1) of the *Ministry of Government Services Act*, R.S.O. 1990, c. M.25, and the express written delegation from the Owner, dated September 15, 2005, and that both the Owner and ORC are and shall be bound by all the Vendor's covenants, representations and warranties as provided herein.

Sault St. Marie is the proposed purchaser of the Property.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the transfer of the Property from ORC to Sault St. Marie and other good and valuable consideration, the parties hereto agree as follows:

- (1) It is the express intention of ORC and Sault St. Marie that that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arms length sale or proposed sale of the Property by Sault St. Marie at any time within twenty (20) years from the Date of Closing at the option of ORC, either (i) ORC shall have the right to repurchase the Property at the same price paid by Sault St. Marie to ORC pursuant to this Agreement, or (ii) 100% of any Profit as defined below shall be paid to ORC and the amount of such Profit shall be a charge on the Property in favour of ORC until paid.

"Base Amount" means Hundred and Thousand (\$.....) Canadian Dollars multiplied by the acreage area of the Lands.

"Sale Price" means: The value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm's length with Sault St. Marie (or Sault St. Marie's heirs, administrators, successors or assigns including the value of all chattels situate thereon which are then owned by Sault St. Marie and which are intended to pass on such sale transaction and the value of any

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encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles) made by Sault St. Marie to the Property from and after the Date of Closing;
- (b) any real estate commission payable by Sault St. Marie in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by Sault St. Marie in disposing of the Property.
- (d) the pro-rata increase in CPI, all items, Canada

"Profit" means the amount by which the Sale Price exceeds the Base Amount.

- (2) On the Date of Closing Sault St. Marie will register Notice of this Participation Agreement on title to the Lands immediately following the transfer to Sault St. Marie or in the priority specifically consented to by ORC, in writing.

NOTICE

- (3) Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary mail or prepaid courier or electronic facsimile machine addressed to Sault St. Marie's solicitor at:

City of Sault Ste. Marie
Legal Department, 4th Floor, Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Attention: Lorie Bottos
City Solicitor
Telephone: (705) 759-5401
Facsimile: (705) 759-5405
E-Mail: l.bottos@cityssm.on.ca

and to ORC at:

Ontario Realty Corporation
Sales and Acquisitions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 2L6
Attention: ◇
Email: ◇
Telephone: 416 ◇
Facsimile: 416-◇

And:

Attention: Executive Vice-President & General Counsel

Facsimile: 416-327-2760

and to ORC's solicitor at:

Fraser Milner Casgrain LLP
1 First Canadian Place
100 King Street West
Toronto, ON M5X 1B2
Attention: Roger J. Pead
Email: roger.pead@fmc-law.com
Telephone: 416-863-4578
Facsimile: 416-863-4592

or at such other addresses as ORC and Sault Ste. Marie may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

- (4) This Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by facsimile transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement
- (5) This Agreement shall be binding upon, and endure to the benefit of, ORC and Sault Ste. Marie and their respective successors and permitted assigns.

DATED this 12th day of April, 2010

**THE CORPORATION OF THE CITY OF SAULT STE.
MARIE**

Per: _____
Name: Mayor John Rowswell
Title:

Per: _____
Name: Malcolm White
Title: City Clerk
I/We have the authority to bind the Corporation

DATED this day of , 2010

**ONTARIO REALTY CORPORATION
acting as agent on behalf of
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF ENERGY AND
INFRASTRUCTURE**

Per: _____
Name:
Title:

Authorized Signing Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-71

SUBDIVISION CONTROL: a by-law to deem not registered for purposes of subdivision control certain lots in the Dunn "A" Subdivision and Farwell Subdivision, pursuant to Section 50(4) of The Planning Act.

WHEREAS Section 50(4) of The Planning Act authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Dunn "A" Subdivision was registered in the Land Registry Division on November 1, 1897 as Plan 5240 and a plan of the Farwell Subdivision was registered in the Land Registry Division on April 27, 1896 as Plan 4250; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said Section 50(4) to designate part of the Dunn "A" Subdivision and part of the Farwell Subdivision as being not a registered plan of subdivision,

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 50(4) of The Planning Act, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF DUNN "A" SUBDIVISION and PART OF FARWELL SUBDIVISION DEEMED NOT REGISTERED**

South Half Lot 8 and Lot 9, Plan 5240, Dunn "A" Subdivision and Lots 7, 8 and 9 Plan 4250 Farwell Subdivision, registered in the Land Registry System for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to Section 50(4) of The Planning Act and the said lots are hereby designated an area of subdivision control.

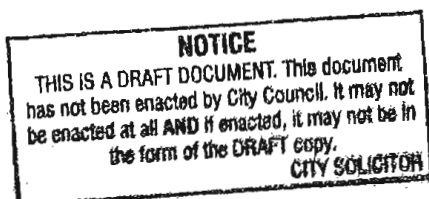
2. **EXECUTION OF DOCUMENTS**

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 give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to Section 50(28) of The Planning Act.

PASSED In open Council this 12th day of April, 2010.



MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-75

TEMPORARY STREET CLOSING: (S.2.) A by-law to authorize the temporary closing of Lake Street along the south side of Trunk Road from April 21, 2010 to June 12, 2010 to facilitate the reconstruction of a section of the municipal watermain.

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 LAKE STREET**

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the temporary closing to vehicular traffic of Lake Street along the south side of Trunk Road to facilitate the reconstruction of a section of municipal watermain.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of April, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

DH \Staff\Bylaws\2010\2010-75 Road Closing – Lake Street

NOTICE

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CITY SOLICITOR

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-77

TRAFFIC: (T.2.1.) A by-law to lift half load restrictions on a portion of Base Line and a portion of Town Line.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10 of the Municipal Act, 2001 and Section 122 of the Highway Traffic Act, ENACTS as follows:

1. **REMOVAL OF HALF LOAD RESTRICTIONS ON A PORTION OF BASE LINE AND TOWN LINE**

Section 122 of the Highway Traffic Act does not apply to:

1. Base Line from 1,310 m west of Allen's Side Road to Town Line Road,
and
2. Town Line Road from Base Line to Herkimer Street

by contractor Avery Construction Limited between the date of the passing of this by-law and September 1, 2010.

2. **EFFECTIVE DATE**

This by-law is effective from the day of its final passing.

PASSED in Open Council this 12th day of April, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

on/traffic/by-law2010-77(T.2.1.)

NOTICE

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CITY SOLICITOR