

AGENDA

REGULAR MEETING OF CITY COUNCIL

2011 07 18

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2011 06 27 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the Agenda for 2011 07 18 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Peter Cornacchio, Director of the 2011 International Hap Ki Do Canadian Open will be in attendance concerning proclamation - Korean Martial Arts Day.
- b) Terry Boyd, Employment Specialist – March of Dimes Canada will be in attendance concerning proclamation – March of Dimes.
- c) Leslie Cook will be in attendance concerning agenda item 5.(d).

PART ONE – CONSENT AGENDA

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

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that all the items listed under date 2011 07 18 – 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 South Frontenac (concerning recyclable/compostable products) is attached for the information of Council.
- c) Correspondence from the City of North Bay and the Municipality of Callander (concerning Ontario Northland) is attached for the consideration of Council.

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Whereas the City of North Bay and the Municipality of Callander have passed resolutions expressing concern with the recent decision of Metrolinx (a provincial agency) to award a tender for the refurbishment of GO Transit coaches to an out of province firm instead of Ontario Northland (another provincial agency), with a potential negative net impact to the Province of Ontario; and

Whereas the resolutions also indicate that the importance of the Ontario Northland Transportation Commission has been overlooked in the final version of the Northern Growth Plan;

Therefore Be It Resolved that the City of Sault Ste. Marie express its full support for these resolutions and further that acknowledgement of this support be circulated as noted in the original resolutions.

- d) Correspondence from Leslie Cook concerning portable sign permits is attached for the consideration of Council.

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the correspondence from Leslie Cook concerning portable sign permits be referred to staff for review and report back to Council.

- e) Correspondence from Christine Heffer concerning the Lyme Disease petition being promoted by Bob Bailey, MPP – Samia Lambton is attached for the information of Council.
- f) Correspondence concerning a request for permission to hold a special occasion permit event at an outdoor municipal facility is attached for the consideration of Council.

Mover: Councillor P. Christian

Second: Councillor J. Krmpotich

Resolved that the following request to hold a Special Occasion Permit event at a municipal facility on the stated date and time be endorsed by City Council:

Rocky DiPietro Field

Sault Steelers Football Game

July 30, 2011 from 6:00 p.m. to 10:00 p.m.

- g) Correspondence requesting permission for a liquor licence extension is attached for the consideration of Council.

Mover: Councillor S. Butland

Second: Councillor J. Krmpotich

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension for an outdoor event on the following stated date:

Loplop Gallery Lounge

651 Queen Street East

Buskerfest – August 5 and 6, 2011

- h) Letter of request for a temporary street closing is attached for the consideration of Council.

1) On Bishop's Court from Civic #100 to Civic #144 in conjunction with a street party. (August 6th)

The relevant By-law 2011-140 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- i) **Immigration Portal, Phase Four Contracts with Ministry of Citizenship and Immigration**

A report of the Manager, Information Technology Division is attached for the consideration of Council.

The relevant By-law 2011-138 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- j) **Staff Travel**

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

Mover: Councillor P. Christian

Second: Councillor F. Manzo

Resolved that the report of the Chief Administrative Officer dated 2011 07 18 concerning Staff Travel Requests be approved as requested.

k) **Changes to Travel Policy**

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 07 18 concerning Changes to Travel Policy be accepted and the recommendation that the necessary amending by-law be brought to a future meeting of Council be approved.

l) **Conferences and Major Special Events Committee – 2012 Central Region Midget AAA Championship**

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2011 07 18 be accepted and that the Committee's recommendation that Council authorize municipal financial support in the amount of \$5,000 for the 2012 Central Region Midget AAA Championship with funds to come from the 2012 Conferences and Major Special Events fund be approved.

m) **Gravity Park and Dog Park**

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Commissioner of Community Services dated 2011 07 18 concerning Gravity Park and Dog Park be accepted and the recommendation to defer these projects until the completion of the comprehensive review of parks and recreation be approved.

n) **Allocation of Facility Time to Competitive Clubs/Teams**

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the report of the Commissioner Community Services dated 2011 07 18 concerning Allocation of Facility Time to Competitive Clubs/Teams be accepted and the recommendation to continue the current practice of allocation through the existing policy with the addition of the clause outlined in the report be approved.

o) **Firearms By-law Exemption**

Ermatinger•Clergue National Historic Site – Special Events

A report of the Curator - Ermatinger•Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2011-137 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

p) **Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement**

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Director of Engineering Services dated 2011 07 18 concerning Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement be accepted as information.

q) **Engineering Division – Wide Format Scanner Replacement**

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

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the report of the Director of Engineering Services dated 2011 07 18 concerning Engineering Division – Wide Format Scanner Replacement be accepted and the recommendation to approve the purchase at a cost of \$25,000 with funds from the engineering equipment and vehicle reserve be approved.

r) **Civic No. 12 Ferris Avenue**

A report of the Chief Building Official Property Standards Officer is attached for the consideration of Council.

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Chief Building Official Property Standards Officer dated 2011 07 18 concerning Civic No. 12 Ferris Avenue be accepted and the recommendation to carry out the order dated June 30, 2011 with the costs associated with the action to be added to the taxes for the subject property be approved.

s) **Third Line Extension – Unforeseen Contaminated Material Removal**

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the report of the Director of Engineering Services dated 2011 07 18 concerning Third Line Extension – Unforeseen Contaminated Material Removal be accepted and the recommendation to waive landfill tipping fees of \$120,000 for the disposal of contaminated excavation on the Third Line reconstruction project be approved.

t) **Travel Request for Wawa and Thessalon Courts**

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

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the report of the City Solicitor dated 2011 07 18 concerning Travel Request for Wawa and Thessalon Courts be accepted and the recommendation for a blanket travel approval for Matthew Caputo, as deemed necessary for provincial offences administration and prosecution, be granted for the period of July 6, 2011 to May 2012 be approved.

u) **Agreement Between the City and New Owners of 819-823 Queen Street East**

A report of Corporate Counsel is attached for the consideration of Council.

The relevant By-law 2011-132 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

v) **Request from PUC to Grant An Easement Across North Portion of Snowdon Park (Shannon Road to Florwin Drive)**

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

The relevant By-law 2011-135 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

w) **Easement Required for the Portion of the Hub Trail Over Sault Ste. Marie Region Conservation Authority Property in the Area of the Former Hospital Site – Queen Street East**

A report of Corporate Counsel is attached for the consideration of Council.

The relevant By-law 2011-131 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

x) **Lane Closing Application Tagona Subdivision, Plan 7882**

A report of Corporate Counsel is attached for the consideration of Council.

The relevant By-laws 2011-134 and 2011-133 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

y) **Downtown Development Initiative Grant Recommendations**

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

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2011 07 18 concerning the Downtown Development Initiative – Grant Recommendations be accepted and the Planning Director's Recommendation that City Council approves the ten (10) funding requests (7 properties) described in this report, be endorsed.

z) **Willow Avenue – Addition to Schedule "A" By-law 77-200**

A report of the Manager Traffic and Communications is attached for the consideration of Council.

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Manager of Traffic and Communications dated 2011 07 18 concerning amendments to By-law 77-200 for the following area: Willow Avenue be accepted and the recommendation which will be enacted by by-law at a future meeting of Council be approved.

aa) **Viability of Creating a Pumpkin Dumping Depot Partnership**

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the report of the Commissioner of Public Works and Transportation dated 2011 07 18 concerning Viability of Creating a Pumpkin Dumping Depot Partnership be accepted and the recommendation to use the leaf and yard waste program for pumpkin disposal with relevant associated advertising be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**

a) Application No. A-15-11-Z.OP – Sar-Gin Developments (Sault) Limited – 671, 671A and 683 Great Northern Road

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2011 07 18 concerning Application No. A-15-11-Z.OP – filed by Sar-Gin Developments (Sault) Limited – 671, 671A and 683 Great Northern Road be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 180 by way of a notwithstanding clause to Commercial Policy 4, to permit major medical office space to be located outside of the downtown, and that City Council rezone the subject property from "HZ.S215" (Highway) zone to "HZ.S215" (Highway) zone with an amended Special Exception to exclude medical and ambulatory health care offices from the allowable limit (not more than 30% GLA) of office space on the subject properties, be endorsed.

b) Application No. A-16-11-Z.OP – Armando and Teresa Pulente – 282 Second Line West

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2011 07 18 concerning Application No. A-16-11-Z.OP – filed by Armando and Teresa Pulente – 282 Second Line West be accepted and the Planning Director's recommendation that City Council rezone the subject property from "R2" (Single Detached Residential) zone to "CT2" (Commercial Transitional) zone, subject to the following special conditions:

- 1) That the buffering requirements along the west lot line, between the front lot line and the northwest corner of the building be waived;

- 2) That the paving requirement for the existing gravel driveway along the west lot line be waived;
- 3) That the property be deemed subject to Site Plan Control, be endorsed.

c) **Application No. A-4-11-Z – Sal-Dan Developments Limited – 817 Third Line East**

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

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2011 07 18 concerning Application No. A-4-11-Z – filed by Sal-Dan Developments Limited – 817 Third Line East be accepted and the Planning Director's recommendation that City Council approves the application, subject to the 23 conditions contained in the report, be endorsed.

(7) **PUBLIC WORKS AND TRANSPORTATION**

(8) **BOARDS AND COMMITTEES**

a) **EDF Request – Sault Ste. Marie Airport Development Corporation Hangar Expansion**

A report of the CEO - Economic Development Corporation is attached for the consideration of Council.

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich

Resolved that the report of the CEO – Economic Development Corporation dated 2011 07 04 be accepted and the recommendation that City Council grant \$200,000 from the Economic Diversification Fund to the Sault Ste. Marie Airport Development Corporation towards the cost of the hangar expansion to be disbursed as follows:

- \$125,000 in 2011; and
- \$25,000/year from 2012-2014;

be approved.

b) **Tri-Party Legal Agreement for the Delivery of Small Business Enterprise Centre (SBEC) Program**

A report of the CEO - Economic Development Corporation is attached for the consideration of Council.

The relevant By-law 2011-136 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

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

- a) Mover: Councillor S. Myers
Second: Councillor P. Mick

Whereas the tennis courts at Penhorwood Park are rendered unusable due to severe and widening cracks and thick weeds and grasses growing into the cracks; and

Whereas these are the only tennis courts available on the hill and residents from Wards Two and Three have requested minor improvements be carried out so they can be used; and

Whereas there is a high population of youth in the surrounding area of Monteray Gardens who could access this free recreational activity;

Therefore Be It Resolved that public works staff be requested to undertake the removal of the weeds and do asphalt repair to the cracks similar to what is done on the roadways as soon as possible to restore use; and

Further Be It Resolved that if related costs cannot be covered in existing budgets, funds be obtained from the Parks Reserve Fund.

- b) Mover: Councillor P. Mick
Second: Councillor B. Watkins

Resolved that the petition received from some residents of the Root River Trailer Park concerning transit services be referred to staff for review and report back to Council.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

AGREEMENTS

a) **2011-132**

A by-law to authorize an agreement between the City and 1138989 Ontario Inc. regarding lands located at 819-823 Queen Street East.

A report from Corporate Counsel is on the agenda.

b) **2011-136**

A by-law to authorize an agreement between the City, the Sault Ste. Marie Economic Development Corporation and the Province of Ontario as represented by the Ministry of Northern Development, Mines and Forestry.

A report from the Chief Executive Officer of the Economic Development Corporation is on the agenda.

c) **2011-138**

A by-law to authorize the Agreement between the Corporation of the City of Sault Ste. Marie and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration dated July 1, 2011.

A report from the Manager of Information Technology is on the agenda.

d) **2011-139**

A by-law to authorize the execution of a sub lease agreement between the City, the Ontario Bushplane Heritage and Forest Fire Education Centre and 1022291 Ontario Inc. dated September 1, 2010.

Approved by Council Resolution on August 23, 2010.

e) **2011-141**

A by-law to authorize the execution of an agreement between the City and Northern Ontario Heritage Fund Corporation and the execution of a Promissory Note for the financial assistance for the City's Eligible Project Costs for the West End Community Centre.

DEVELOPMENT CONTROL

f) **2011-127**

A by-law to designate the lands located at 648, 652 & 660 Third Line East an area of site plan control (Mark Edwards).

g) **2011-130**

A by-law to designate the lands located at 843 Great Northern Road and 605 Third Line East an area of site plan control (1187839 Ontario Inc.)

EASEMENT

h) **2011-131**

A by-law to authorize an easement with the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail to be located on its property in the area of the former hospital site on Queen Street East subject to the condition that the City pay any property taxes that might be levied against the Conservation Authority property upon which this portion of the hub trail is located.

A report from Corporate Counsel is on the agenda.

i) **2011-135**

A by-law to authorize an easement to PUC Services Inc. along the north portion of Snowdon Park from Shannon Road to Algoma University for an underground power line.

A report from the City Solicitor is on the agenda.

LANE ASSUMPTION

j) **2011-133**

A by-law to assume for public use and establish as a public lane, a lane in the Tagona Subdivision.

A report from Corporate Counsel is on the agenda.

OFFICIAL PLAN AMENDMENT

k) **2011-125**

A by-law to adopt Amendment No. 177 to the Official Plan (Mark Edwards).

l) **2011-128**

A by-law to adopt Amendment No. 179 to the Official Plan (1187839 Ontario Inc.).

REGULATIONS

m) **2011-137**

A by-law to exempt the Ermatinger-Clergue National Historic Site from By-law 2008-168 being a by-law to prohibit the discharge of firearms in the municipality.

A report from the Curator of the Ermatinger-Clergue National Historic Site is on the agenda.

TEMPORARY STREET CLOSING

n) **2011-140**

A by-law to permit the temporary closing of Bishops Court from 100 Bishops Court to 144 Bishops Court on August 6, 2011 to facilitate a street party.

ZONING

o) **2011-126**

A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 regarding lands located at 648, 652 and 660 Third Line East (Mark Edwards).

p) **2011-129**

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 843 Great Northern Road and 605 Third Line East (1187839 Ontario Inc.).

By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority

LANE CLOSING

q) **2011-134**

A by-law to stop up, close and authorize the conveyance of a lane in the Tagona Subdivision.

A report from Corporate Counsel is on the agenda.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor P. Christian
Seconder: Councillor J. Krmpotich
Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2011 06 27

4:30 P.M.

COUNCIL CHAMBERS

Present: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick

Officials: J. Fratesi, R. Tyczinski, L. Bottos, B. Freiburger, N. Apostle, J. Elliott, J. Dolcetti, D. Elliott, M. Provenzano, L. Girardi, D. Scott, R. Rushworth, J. Bruzas, P. Niro

Absent: Councillor F. Manzo

1. ADOPTION OF MINUTES

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2011 06 13 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2011 06 27 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Dr. Ed Chicoine was in attendance concerning proclamation – Marathon of Health.
- b) Diane Lajambe, District Branch Manager Red Cross, was in attendance to present Councillor Brian Watkins with the Canadian Red Cross Rescuer Award.

PART ONE – CONSENT AGENDA

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that all the items listed under date 2011 06 27 – Part One – Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the Town of Ajax and the Town of Fort Erie (concerning OLG municipal contributions) and the City of North Bay (concerning certain Assessment Review Board appeals) was received by Council.

Pecuniary Interest – R. Niro – family member employed by OLG

Pecuniary Interest – P. Christian – family member employed by OLG

Pecuniary Interest – M. Bruni – employed by OLG

- c) Letters of request for temporary street closings were received by Council.
 - 1) On St. Mary's River Drive from Station Mall Zellers Entrance to Station Mall Sears Entrance in conjunction with the Kiwanis Invitational Walleye Tournament (July 8th)
 - 2) On Cathcart Street from Hudson Street to Carmen's Way in conjunction with the Italian Festival (July 24th)The relevant By-laws 2011-123 and 2011-120 are listed under Item 10 of the Minutes.

d) Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Councillor Brian Watkins be appointed to the Sault Ste. Marie Region Conservation Authority from June 13, 2011 to December 31, 2012. CARRIED

e) Council Travel

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Mayor Debbie Amaroso, Councillors Marchy Bruni, Steve Butland, Paul Christian, Susan Myers, Brian Watkins, Lou Turco, Terry Sheehan be authorized to travel to the 2011 AMO Annual Conference being held in London (4 days in August) at an estimated cost to the City of \$2,000 each. CARRIED

f) **Staff Travel**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2011 06 27 concerning Staff Travel Requests be approved as requested. CARRIED

g) **Property Tax Appeals**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Pursuant to Section 357 of the Municipal Act, 2001, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2011 06 27 be approved and that the tax records be amended accordingly. CARRIED

h) **2010 Financial Statements**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 06 27 be accepted and the 2010 Consolidated Financial Statements be approved; and

Further that KPMG LLP, Chartered Accountants be appointed as the City Auditor for the 2011 fiscal year. CARRIED

i) **2011 – 2012 Capital Road Reconstruction and 2012 Federal Gas Tax Allocation**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 06 27 concerning 2011 – 2012 Capital Road Reconstruction and 2012 Federal Gas Tax Allocation be accepted as information. CARRIED

j) **SSM EMS (Paramedics) C.A.W. – Canada Local 1120
Memorandum of Settlement – April 1, 2011 to March, 2014**

The report of the Manager of Human Resources was received by Council.

The relevant By-law 2011-124 is listed under Item 10 of the Minutes.

k) **Request for Financial Assistance for National / International Sports Competitions**

The report of the Manager Recreation and Culture was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager Recreation and Culture dated 2011 06 27 concerning Request for Financial Assistance for National / International Sports Competitions be accepted and the recommendation to provide a \$400 grant to Reid's Martial Arts Team (World Karate Canadian Championships) be approved. CARRIED

l) **Landfill Gas Collection Project – Engineering Fees**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2011 06 27 concerning Landfill Gas Collection Project – Engineering Fees be accepted and the recommendation that an additional \$10,000 in engineering fees be included for a revised upset limit of \$418,000 in the engineering services contract between the City and AECOM be approved. CARRIED

m) **Landfill Site, Operations and Monitoring 2010 – Environmental Monitoring Committee**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Land Development and Environmental Engineer dated 2011 06 27 concerning Landfill Site, Operations and Monitoring 2010 – Environmental Monitoring Committee be accepted as information. CARRIED

n) **Biennial Aqueduct Inspections – Consulting Services**

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

The relevant By-law 2011-118 is listed under Item 10 of the Minutes.

o) Great Northern Road Hospital Entrance Intersection Improvements

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2011 06 27 concerning Great Northern Road Hospital Entrance Intersection Improvements be accepted and the recommendation that the three improvements outlined in the report be completed at a cost of \$110,000 funded from the resurfacing allocation – Miscellaneous Construction budget be approved. CARRIED

p) Five-Year Capital Road Reconstruction Plan (2011 – 2015)

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Director of Engineering Services dated 2011 06 27 concerning Five-Year Capital Road Reconstruction Plan (2011 – 2015) be accepted and the recommendation that Council endorse the plan and that staff proceed with any required local improvement notices and rolls for 2012 be approved. CARRIED

q) Request for Exemption from Noise Control By-laws

The report of the City Solicitor was received by Council.

The relevant By-law 2011-121 is listed under Item 10 of the Minutes.

r) Ed Vowels – 1420 Second Line West – Zoning By-law 2011-94 – Planning A-9-11-Z.OP

The report of Corporate Counsel was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of Corporate Counsel dated 2011 06 27 concerning the OMB Appeal – By-law 2011-94 be accepted and that despite the appeal Council confirms its wish to proceed with the by-law. CARRIED

s) Superior Development Group (Carmen Coccimiglio formerly 2252927 Ontario Inc.) – 622 Great Northern Road By-law 2011-16

The report of the City Solicitor was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the City Solicitor dated 2011 06 27 concerning Superior Development Group (Carmen Coccimiglio formerly 2252927 Ontario

Inc.) – 622 Great Northern Road By-law 2011-16 be accepted as information.
CARRIED

t) **Community Development Award**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2011 06 27 concerning the Community Development award be accepted and the Planning Advisory Committee's recommendation that City Council award the 2011 Community Development Award to Smokey's BBQ Pit and Patio located at 658 Queen Street East, for significant building and site improvements that have transformed the property to an aesthetically pleasing functioning commercial site be endorsed.
CARRIED

u) **Downtown Development Initiative Grant Recommendations**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Planning Division dated 2011 06 27 concerning Downtown Development Initiative – Grant Recommendations be accepted and the Planning Director's recommendation that City Council approve the 12 funding requests (6 properties) described in this report be endorsed. CARRIED

v) **Industrial Community Improvement Plan (CIP)**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2011 06 27 concerning the Industrial Community Improvement Plan (CIP) be accepted and the Planning Director's recommendation that City Council approve the incremental tax rebates for SIS Manufacturing Corporation and the Sault Ste. Marie Airport Development Corporation in the following manner:

- 1) That the rebate apply only to new construction;
 - 2) That the recommended rebate is 75% the first year, 50% the second year, and 25% the third year;
 - 3) After the three year rebate program, the applicants would pay the full municipal tax amount;
- be endorsed. CARRIED

Pecuniary Interest – R. Niro – employer has a service contract with party.

w) **Selection of Consultant for Transit Operational Review**

The report of the Manager of Transit and Parking was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Transit and Parking dated 2011 06 27 concerning Selection of Consultant for Transit Operational Review be accepted and the recommendation that HDR/iTrans Corporation perform the operational review at a cost of \$80,000 be approved. CARRIED

x) **Transit Fleet – Proposed Multi Bus Purchase**

The report of the Manager of Transit and Parking was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Transit and Parking dated 2011 06 27 concerning Transit Fleet – Proposed Multi Bus Purchase be accepted and the recommendations that:

- 1) \$1.5 million be allocated from the 2012 Federal Gas Tax revenue to purchase three additional 40 foot buses in 2011;
- 2) A Transit Equipment Reserve be created, funded by variable increases to the user fee by-law (Transit portion) with initial funding of \$130,000 in 2012; and
- 3) The City participate in the option for a multi-year purchasing agreement to acquire a minimum of three and maximum of six buses for the 2011-2014 term at a predetermined price subject to annual budget approval;

be approved. CARRIED

y) **Municipal Landfill Shoreline Stabilization of Canon Creek**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2011 06 27 concerning Municipal Landfill Shoreline Stabilization of Canon Creek be accepted and the recommendations to proceed with the work at an estimated cost of \$25,000 with funding from the Landfill Site Reserve be approved. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**
- (7) PUBLIC WORKS AND TRANSPORTATION**
- (8) BOARDS AND COMMITTEES**

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

Moved by: Councillor P. Mick

Seconded by: Councillor P. Christian

Whereas a group of local businessmen approached the City in late summer 2010 regarding the possibility of receiving approval for "the development of a historic religious grotto dedicated to Saint Mary on Prince Island in Bellevue Park for residents and tourists at no cost to the City, subject to an appropriate use and maintenance agreement"; and

Whereas the request was received by City staff which determined that the location would not interfere with the burial site of Colonel John Prince and also that the proposal was consistent with the City's Bellevue Park's Master Strategy, last updated in 1999; and

Whereas the proposal was presented and considered by City Council at its meeting of September 13, 2010, where it received support from the Economic Development Corporation and Tourism Sault Ste. Marie, given its potential as a destination attraction in a growing religious travel market; and

Whereas the past City Council approved the request, subject to the matter returning for further review of the terms of an appropriate use and maintenance agreement; and

Whereas since this preliminary approval, the current Council, which includes six new members, has received considerable negative feedback about the appropriateness of the location for the proposed grotto, resulting in a public

meeting being held on June 16, 2011 to allow an appropriate forum for the discussion of such concerns; and

Whereas it appears prudent for the City to review its past and current policies, as well as processes which determine the appropriate use, development, and naming of public lands, including but not limited to parks which are located throughout the City; and

Whereas such a review should include an update of the City's Bellevue and Strathclair Park Master Plans, as well as master plans for neighbourhood parks in light of the consolidation of schools and disposition of school properties which have provided recreational opportunities throughout our community; and

Whereas the review should include an opportunity for input to be provided by the Parks and Recreation Advisory Committee, the Municipal Heritage Committee, the Historic Sites Board and the general public;

Now Therefore Be It Resolved that staff provide to Council a further report setting out the specific steps and timeframes, as well as costs, if any, for such a review; and

Further Be It Resolved that final approval for any new non-traditional uses of public recreational lands in Sault Ste. Marie, including the use and maintenance agreement for the grotto, be deferred until such review has been concluded.
CARRIED

Recorded Vote:

For: Mayor D. Amaroso, Councillors S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: Councillor L. Turco

Absent: Councillor F. Manzo

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.

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that all by-laws listed under item 10 of the Agenda under date 2011 06 13, save and except 2011-110 and 2011-116 be approved. **CARRIED**

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2011-118 being a by-law to authorize the execution of an agreement between the City and STEM Engineering Group Incorporated dated the 10th day of May, 2011 for the inspection of all City aqueducts as deemed necessary, as part of the biennial inspection program be Passed in open Council this 27th day of June, 2011. CARRIED

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2011-119 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be Passed in open Council this 27th day of June, 2011. CARRIED

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2011-120 being a by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 24, 2011 to facilitate the Italian Festival be Passed in open Council this 27th day of June, 2011. CARRIED

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2011-121 being a by-law to amend By-law 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for Echoes of the World Drum Festival taking place at Algoma University on July 1 and 2, 2011 be Passed in open Council this 27th day of June, 2011. CARRIED

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2011-122 being a by-law to amend Schedules "A" and "D" to Traffic By-law 77-200 be Passed in open Council this 27th day of June, 2011. CARRIED

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2011-123 being a to permit the temporary closing of St. Mary's River Drive from Station Mall Zellers entrance to Station Mall Sears entrance on July 8, 2011 to facilitate the Kiwanis Invitational Walleye Tournament, Parade of Boats and CSP Meet and Greet be Passed in open Council this 27th day of June, 2011. CARRIED

Moved by: Councillor K. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2011-124 being a by-law to authorize a collective agreement between the City and the Sault Ste. Marie Emergency Medical

Services Division be Passed in open Council this 27th day of June, 2011.
CARRIED

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Council shall now go into Caucus to discuss one matter concerning a proposed or pending acquisition or disposition of land by the municipality or local board; and

Further Be It Resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matter without the need for a further authorizing resolution.

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn. CARRIED

Mayor

City Clerk

5(a)

Malcolm White

From: communicate@amo.on.ca
Sent: July 04, 2011 12:01 PM
To: Malcolm White
Subject: AMO breaking news (1) re Waste Diversion Needs Support from all Political Parties

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

July 4, 2011

Waste Diversion Needs Support from All Political Parties

Waste diversion is becoming one of the first municipal issues being raised in the 2011 Provincial Election. On June 29th, the Association of Municipalities of Ontario (AMO) challenged all Ontario political parties to demonstrate how they will support waste diversion strategies that ensure that industry cleans up after itself, property taxpayers are not left holding the tab for waste management costs, and fewer toxins are released into our environment.

AMO welcomes a full discussion on waste diversion during the provincial election as not everyone realizes that an alternative to waste diversion programs are municipal landfill sites, rather than holding some manufacturers and industries responsible for the funding the safe disposal of waste from their products. The AMO Board of Directors and municipal leaders are concerned that the costs of managing some or all of these programs may revert to municipalities through the property tax base.

AMO supports increased personal responsibility for the garbage that people and businesses create. Holding producers more directly accountable for the waste they generate is the only way to reduce waste, improve efficiency, lower costs and better protect our environment.

Link to AMO news release,

http://www.amo.on.ca/AM/Template.cfm?Section=Waste_Management2&Template=/CM/HTMLDisplay.cfm&ContentID=162198

The Toronto Star in a July 3, 2011, editorial "You make it, you recycle it", stated that: "Ontario is already on the right track when it comes to recycling. Manufacturers should be held financially responsible for recycling their products, and in a way that encourages them to design greener products to gain a competitive advantage."

Link to Toronto Star editorial:

<http://www.thestar.com/opinion/editorials/article/1017956--you-make-it-you-recycle-it>

More information about Ontario's growing waste management challenges is available at:
AMO Backgrounders on Waste Diversion in Ontario

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 and Canada's political system.

AMO Contact: Milena Avramovic, AMO Senior Policy Advisor at Milena@amo.on.ca or 416-971-9856 ext. 342.

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

5(a)

Malcolm White

From: communicate@amo.on.ca
Sent: July 08, 2011 6:13 PM
To: Malcolm White
Subject: AMO breaking news (1) re Provincial election check list

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

July 8, 2011

AMO releases a Provincial Election Check List to Ontario Municipal Leaders

Early next week AMO members will be receiving their individual AMO Provincial Election Check List through their municipal offices.

Key topics of municipal governments' concerns have been summarized in AMO's Provincial Election Check List of **Top 12 Asks**. This "flashcard" highlights AMO's policy positions in priority areas and some of the messaging that AMO will be using this summer and throughout the election period.

The upcoming provincial election is an important time for Ontario's municipalities and AMO. As the election approaches, the Provincial Election Check List provides municipal leaders with the means to share key messaging on some of the issues that are of critical importance to Ontario's municipalities.

This is the start of AMO's provincial election activities. Stay tuned for further election-related information through the weekly electronic AMO Watch File.

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 and Canada's political system.

Contact: Monika Turner, Director of Policy, mturner@amo.on.ca or 416-971-9856/1-877-426-6527 extension 318.

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.



TOWNSHIP OF SOUTH FRONTENAC

5(b)

P.O. Box 100
4432 George Street
Sydenham, ON
K0H 2T0

Tel (613) 376-3027
1-800-559-5862
Fax (613) 376-6657
www.township.southfrontenac.on.ca

June 14, 2011

The Right Honourable Dalton McGuinty
Premier of Ontario
Queens Park
Room 281, Legislative Building
Toronto ON
M7A 1A4

Dear Premier:

Re: Limiting manufacturing and packaging to products that can be recycled.

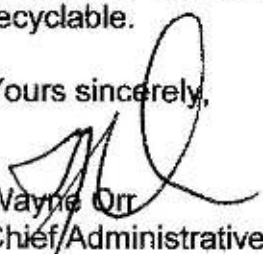
I wish to advise that the Council of the Township of South Frontenac at their meeting on June 7th passed the following resolution:

"Whereas the Province has the authority to introduce measures to control the sale of products in Ontario, and whereas the Province has set waste diversion rates for municipalities, therefore the Township of South Frontenac requests that the Province introduce legislation that limits the sale of goods sold in Ontario to those which are completely recyclable or compostable and packaged in materials that are completely recyclable or compostable.

Furthermore that this resolution be circulated to other municipalities for their support.
Carried."

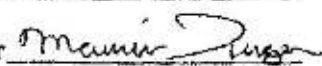
The Township of South Frontenac and the Province have set aggressive diversion rates from landfill. Success will only be achieved by reducing the amount of product and packaging that is produced that is not completely recyclable.

Yours sincerely,


Wayne Orr
Chief/Administrative Officer.

WO:am

c.c. Honourable John Wilkinson, Minister of the Environment
Randy Hillier, MPP – Lanark-Frontenac-Lennox & Addington
Association of Municipalities of Ontario
Ontario Municipalities

RESOLUTION MUNICIPALITY OF CALLANDER**July 5, 2011****Moved by Councillor** **Seconded by Councillor** 

WHEREAS the Ontario Northland Transportation Commission has been the critical north-south link in Northeastern Ontario for over 100 years; and

WHEREAS the Ontario Northland has been both a principal economic engine for Northern Ontario and the only land access for remote Northern communities; and

WHEREAS the Ontario Northland is attempting to strategically diversify its business in a prudent manner in order to ensure its future viability while offering much needed services to Northeastern Ontario; and

WHEREAS the Ontario Northland supports many northern communities with both services and stable employment opportunities; and

WHEREAS the Ontario Northland is currently completing a very successful refurbishment program on GO TRANSIT coaches and has been publicly acknowledged for the quality of workmanship and adherence to budget; and

WHEREAS both the Ontario Northland and Metrolinx are agencies of the Province of Ontario; and

WHEREAS Metrolinx has recently announced the award of a contract for additional coach refurbishment to a firm outside Ontario based solely on a low tender price with no consideration to the NET FINANCIAL BENEFIT to the Province of Ontario nor consideration to the economic impact to the affected communities in Northern Ontario; and

WHEREAS it appears this decision will result in a net negative impact of in excess of 6 million dollars to the Province of Ontario and yet to be quantified significant negative impact to those communities served by the Ontario Northland; and

WHEREAS the Province of Ontario has recently released a Growth Plan for Northern Ontario, which has been in the development stages for several years; and

WHEREAS despite requests from municipal representatives, the final Northern Growth Plan has not recognized the importance of the Ontario Northland Transportation Commission to the present and future economic success of Northern Ontario.

THEREFORE, BE IT RESOLVED THAT the Municipality of Callander requests that the Metrolinx award to an out-of-Province firm be immediately suspended pending a review of the option that would provide the best NET VALUE to North Bay, the Region, all of Northern Ontario and ultimately the taxpayers of Ontario;

RESOLUTION MUNICIPALITY OF CALLANDER**July 5, 2011**

AND FURTHER THAT Ontario Northland be identified and supported by the Province in its Northern Growth Plan as a key component in the transportation network required to grow and sustain the economy in Northern Ontario;

AND FURTHER THAT a copy of this resolution be sent to all affected Northern Ontario communities; Association of Municipalities of Ontario; the Federation of Northern Ontario Municipalities; Premier Dalton McGuinty; Hon. Michael Gravelle, Minister of Northern Development, Mines and Forestry; Hon. Monique Smith, MPP Nipissing; Hon. Kathleen Wynn, Minister of Transportation; all MPP's; Leader of the Official Opposition; the Leaders of all other Provincial parties; Metrolinx, the City of Toronto and the District Municipalities, seeking their support.

Recorded Vote (Upon Request of Councillor _____)
Section 246 (1) Municipal Act

	Yeas	Nays
Mayor Hector Lavigne	_____	_____
Councillor Doug Brydges	_____	_____
Councillor Robb Noon	_____	_____
Councillor Virginia Onley	_____	_____
Councillor Maurice Turgeon	_____	_____

Four Seasons of Reasons

DRAFT

MOTION

5(c)

North Bay, Ontario July 4, 2011

Subject: Ontario Northland Transportation Commission - Go Transit Refurbishment Program

File No.

Res. No. 2011-_____

Moved by Councillor: Mendicino _____

Seconded by Councillor: Chirico _____

WHEREAS the Ontario Northland Transportation Commission has been the critical north south link in Northeastern Ontario for over 100 years; and

WHEREAS the Ontario Northland has been both a principal economic engine for Northern Ontario and the only land access for remote Northern communities; and

WHEREAS the Ontario Northland is attempting to strategically diversify its business in a prudent manner in order to ensure its future viability while offering much needed services to Northeastern Ontario; and

WHEREAS the Ontario Northland supports many northern communities with both services and stable employment opportunities; and

WHEREAS the Ontario Northland is currently completing a very successful refurbishment program on GO TRANSIT coaches on behalf of Metrolinx and has been publicly acknowledged for the quality of workmanship and adherence to budget; and

WHEREAS both the Ontario Northland and Metrolinx are agencies of the Province of Ontario; and

WHEREAS Metrolinx has recently announced the award of a contract for additional coach refurbishment to a firm outside Ontario based solely on a low tender price with no consideration to the NET FINANCIAL BENEFIT to the Province of Ontario nor consideration to the economic impact to the affected communities in Northern Ontario; and

WHEREAS it appears this decision will result in a net negative impact of in excess of 6 million dollars to the Province of Ontario and yet to be quantified significant negative impact to those communities served by the Ontario Northland; and

WHEREAS the Province of Ontario has recently released a Growth Plan for Northern Ontario, which has been in the development stages for several years; and

WHEREAS despite requests from municipal representatives, the final Northern Growth Plan has not recognized the importance of the Ontario Northland Transportation Commission to the present and future economic success of Northern Ontario.

THEREFORE, BE IT RESOLVED THAT the City of North Bay requests that the Metrolinx award to an out-of-Province firm be immediately suspended pending a review of the option that would provide the best NET VALUE to North Bay, the Region, all of Northern Ontario and ultimately the taxpayers of

DRAFT

MOTION

5(c)

Ontario;

AND FURTHER THAT Ontario Northland be identified and supported by the Province in its Northern Growth Plan as a key component in the transportation network required to sustain and grow the economy in Northern Ontario;

AND FURTHER THAT a copy of this resolution be sent to all affected Northern Ontario communities and MPPs; the Federation of Northern Ontario Municipalities; Premier Dalton McGuinty; Hon. Michael Gravelle, Minister of Northern Development, Mines and Forestry; Hon. Monique Smith, MPP Nipissing; Hon. Kathleen Wynn, Minister of Transportation; Leader of the Opposition; and Leader of all other Provincial parties seeking their support.

☐

Carried

☐

Carried as amended

☐

Lost

Conflict

Endorsement of Chair

Record of Vote (*Upon Request of Councillor* _____)

Yeas

Nays

Signature of Clerk _____

P.O. Box 602
Sault Ste. Marie
Ontario P6A 5N2
(705) 949-2594

Leslie
ADVERTISING
- MOBILE SIGN RENTALS -

57d)
Rentals By:
Day • Week
Month • Long Term

RECEIVED
CITY CLERK
JUL 12 2011
NO.: 51975
DIST.:

July 12, 2011

To City Clerk's Office
Sault Ste. Marie, Ontario

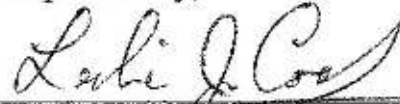
Please be advised that I would like to speak to Council July 18th, 2011 concerning the following:

A situation has arisen where the Building Department has been instructed to refuse processing any Portable Sign Permits when such application results in signage being placed partially or fully on City Property.

It is also my understanding that the Building Department may refuse renewals of Portable Sign Permits, already approved for City Property, in the future.

These actions are totally against the existing By-Law 99-51, or as it is now labelled, 2005-166.

Respectfully,



Leslie J. Cook

Leslie Advertising Signs

5(d)



2010 05 31

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 approve 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

Data\APPL\REPORT\Amendments to portable signs by-law.doc



THE CORPORATION OF THE
CITY OF SAULT STE. MARIE
BUILDING DEPARTMENT
PERMIT & RECEIPT

5(d)
Re. Golden Crust

PERMIT NO. 2011-0899
RECEIPT NO. 42777

FILE NO. 6839

F. BENTROVATO
INSPECTOR

BLDG. PLAN NO. B

ADDRESS 360 SECOND LINE EAST OCC: _____ DATE 2011/6/17

TYPE OF PERMIT ISSUED:

DESCRIPTION: **COMMERCIAL BLDG.**

BUILDING CLASS: **COMMERCIAL**

EXTENT OF PERMIT: **PERMIT FEES FOR NEW TWO YEAR PORTABLE SIGN INSTALLATION**

SUBDIVISION:
LEGAL DESC:

C/A NO.
ZONNING: **C4**

NO. OF STOREYS:
SITE PLAN:

WIDTH OF ENTRANCE _____ CULVERT LENGTH _____
OWNER **GODFREY DAMON KENNEDY (GOLDEN CRUST)**
OWNER ADDRESS _____
RECEIVED FROM **LESLIE COOK/705-949-2514**

OWNER PHONE: _____

BLDG. CONT. _____
PLUMB. CONT. _____
SEWER CONT. _____
HEATING CONT. _____
DESIGNER **LESLIE ADVERTISING**
DESIGNER REG. NO. _____
CULVERT CONT. _____
CURBCUT CONT. _____

VALUE OF WORKS \$200.00
NUMBER OF FIXTURES _____
DEPOSIT _____

FEES BLDG. _____
PLUMB. _____
HEAT _____
OCCUPANCY _____
LOCAL _____
IMPROVEMENT _____
SIGN \$60.00
CONFORMITY _____
CASH ☒ CHEQUE ☐

MOVING _____
SAN SEWER LAT _____
STM SEWER LAT _____
SAN SEWER CON _____
STM SEWER CON _____
CULVERT _____
CURBCUT _____
MISC _____
TOTAL \$60.00

AUTHORIZED BY _____

ISSUED BY [Signature]
for Don Maki, CHIEF BUILDING OFFICIAL

DECLARATION: All of the statements and representations contained in the attached documents filed in support of this application shall be deemed to be part of this application for all purposes. I am the owner or authorized agent of the owner to the above application, and I certify the truth of all statements or representations contained therein or attached thereto. I agree if a permit is issued, not to depart from the plans, specifications or building location proposed in this application.

DATE: 17-06-11
Sault Ste. Marie, Ontario

Please PRINT: Leslie J. Cook
Please SIGN: [Signature]
Owner / Authorized Agent

TO REQUEST AN INSPECTION CALL 759-5410. AFTER HOURS YOUR REQUEST WILL BE RECORDED.
NOTE: 48 HOURS ADVANCE NOTICE **MUST** BE GIVEN FOR THE FOLLOWING INSPECTIONS.

- | | |
|---|---|
| 1) Sewer Ball Test | 7) Rough-In of Heating, Ventilation, Air Conditioning |
| 2) Footing Prior to Pouring of Concrete | 8) Insulation, Vapour Barrier, Air Barriers |
| 3) Foundation Coating and Weeping Tile Prior To Backfilling | 9) Completion of All Fire Separations |
| 4) Plumbing Ground Run prior to Backfill | 10) Fireplace Inspection Prior To Enclosing |
| 5) Plumbing Rough-In prior to Cover | 11) Completion of All Fire Protection Systems |
| 6) Structural Framing | 12) Final Inspection Before Occupancy |

GROUNDING OF THE ELECTRICAL SERVICE MUST CONFORM TO THE ONTARIO ELECTRICAL SAFETY CODE
PLACE PERMIT IN PROMINENT LOCATION - APPROVED PLANS MUST BE KEPT ON SITE FOR REVIEW

APPLICANT'S COPY

541-70105(d)

Date: _____



File No: _____
Map No: _____
Zoning: _____
Fee: _____

ATT
BRAD
FROM
MARK
FINANCE

Portable Sign Permit Application - By-Law 99-51

(Please Type or Print Your Information on this Application)

The undersigned hereby applies for a permit to:

☒ Install a Portable Sign

☐ Renew a Portable Sign

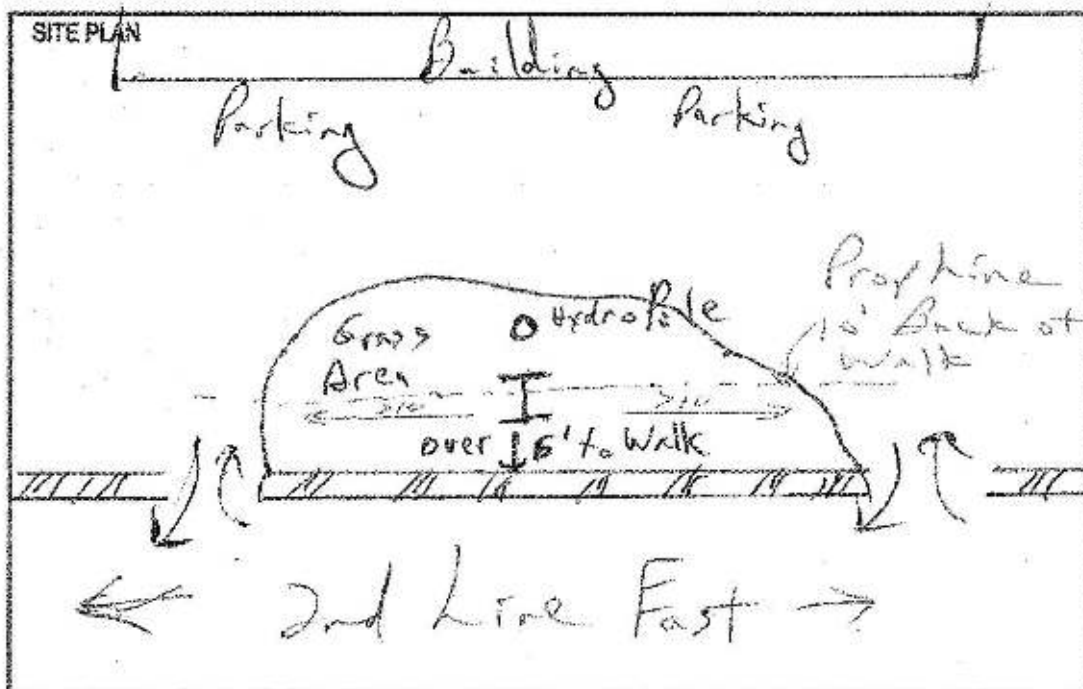
1. Lot No. _____ Subdivision _____
2. Civic No. 360 Street Second Line E.
3. Owner Golden Crest Address _____
Postal Code _____ Phone No. _____ FAX _____
4. Contractor Leslie Advertising Address P.O. Box 602
Postal Code P6A5N2 Phone No. 949-2514 FAX _____
5. Sign Size 5x6 Total Sign Height (from ground) _____

I am the owner or authorized agent of the owner named, and I certify the truth of all statements made and contained in this application:

Date: _____ Signature of Owner
or Authorized Agent

Required information on the site plan:

- A. the municipal address, lot dimensions and property boundaries
B. the location of proposed sign in relation to entrances, exits, parking areas, pedestrian walks and other signs



The City of Sault Ste. Marie may require that the sign identified above be removed or relocated at anytime for safety reasons. Permit fees will not be refunded.

Public Works & Transportation Authorization is required when proposing to install a portable sign on municipal property.

☐ Approved

☐ Denied

Subject to:

- 1) Any damage to portable sign by road maintenance equipment will be the sole responsibility of the owner of the portable sign
2) Other _____

Authorizing Signature _____

Date _____



THE CORPORATION OF THE
CITY OF SAULT STE. MARIE
BUILDING DEPARTMENT
PERMIT & RECEIPT

Re: Dr. Binsack 5(a)
May 18/2012

PERMIT NO. 2010-0728
RECEIPT NO. 40765

FILE NO. 12624

TYLER BERTRAND

INSPECTOR

BLDG. PLAN NO. B

DATE 2010/5/18

ADDRESS 432 GREAT NORTHERN RD

OCC:

TYPE OF PERMIT ISSUED: Sign

DESCRIPTION: SIGN

BUILDING CLASS: COMMERCIAL

EXTENT OF PERMIT: PERMIT FOR A PORTABLE SIGN/ 2 YEARS/ CITY APPROVAL/ DR. BIASUCCI

SUBDIVISION:

LEGAL DESC:

C/A NO.

ZONNING:

NO. OF STOREYS:

SITE PLAN:

WIDTH OF ENTRANCE

CULVERT LENGTH

OWNER LESLIE COOK

OWNER ADDRESS

OWNER PHONE:

RECEIVED FROM LESLIE ADVERTISING 949-2594

BLDG. CONT. LESLIE ADVERTISING

PLUMB. CONT.

SEWER CONT.

HEATING CONT.

DESIGNER

DESIGNER REG. NO.

CULVERT CONT.

CURBCUT CONT.

VALUE OF WORKS \$200.00

NUMBER OF FIXTURES

DEPOSIT

FEES BLDG. \$60.00

PLUMB.

HEAT

OCCUPANCY

LOCAL

IMPROVEMENT

SIGN

CONFORMITY

CASH ☒ CHEQUE ☒ 10730

MOVING

SAN SEWER LAT

STM SEWER LAT

SAN SEWER CON

STM SEWER CON

CULVERT

CURBCUT

MISC

TOTAL \$60.00

AUTHORIZED BY

ISSUED BY

for Don Maki, CHIEF BUILDING OFFICIAL

DECLARATION All of the statements and representations contained in the attached documents filed in support of this application shall be deemed to be part of this application for all purposes. I am the owner or authorized agent of the owner to the above application, and I certify the truth of all statements or representations contained therein or attached thereto. I agree if a permit is issued/not to depart from the plans, specifications or building location proposed in this application.

DATE: 10/5/12

Sault Ste. Marie, Ontario

Please PRINT:

Please SIGN:

Leslie J. Cook

Owner / Authorized Agent

TO REQUEST AN INSPECTION CALL 759-5410. AFTER HOURS YOUR REQUEST WILL BE RECORDED.

NOTE: 48 HOURS ADVANCE NOTICE MUST BE GIVEN FOR THE FOLLOWING INSPECTIONS.

- 1) Sewer Ball Test
- 2) Footing Prior to Pouring of Concrete
- 3) Foundation Coating and Weeping Tile Prior To Backfilling
- 4) Plumbing Ground Run prior to Backfill
- 5) Plumbing Rough-In prior to Cover
- 6) Structural Framing
- 7) Rough-In of Heating, Ventilation, Air Conditioning
- 8) Insulation, Vapour Barrier, Air Barriers
- 9) Completion of All Fire Separations
- 10) Fireplace Inspection Prior To Enclosing
- 11) Completion of All Fire Protection Systems
- 12) Final Inspection Before Occupancy

GROUNDING OF THE ELECTRICAL SERVICE MUST CONFORM TO THE ONTARIO ELECTRICAL SAFETY CODE
PLACE PERMIT IN PROMINENT LOCATION - APPROVED PLANS MUST BE KEPT ON SITE FOR REVIEW

APPLICANT'S COPY

5(d)

Date: _____



File No: _____

Map No: _____

Zoning: _____

Fee: _____

Portable Sign Permit Application - By-Law 99-51

(Please Type or Print Your Information on this Application)

The undersigned hereby applies for a permit to:



Install a Portable Sign



Renew a Portable Sign

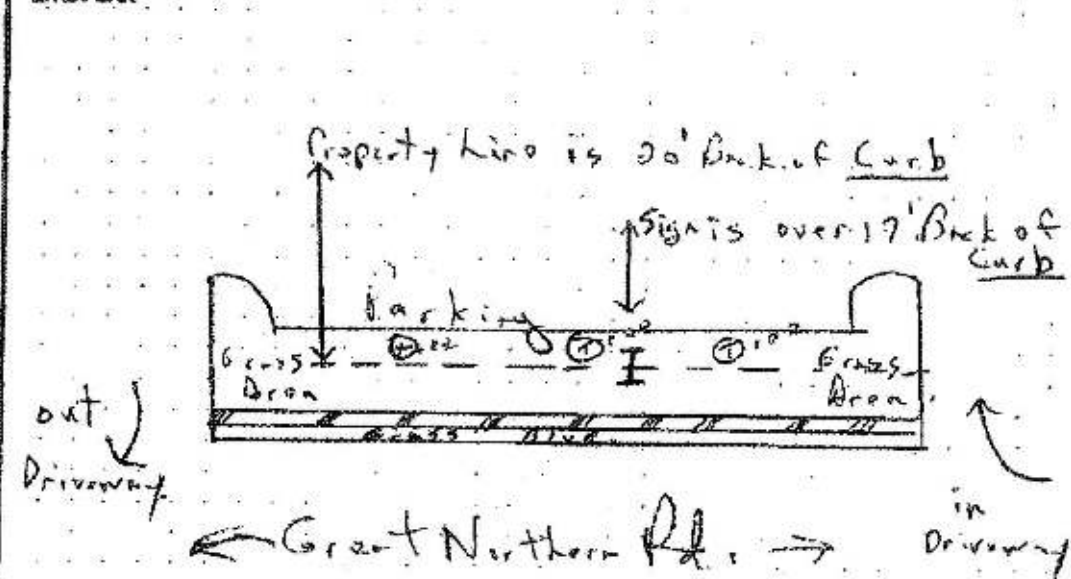
1. Lot No. _____ Subdivision _____
 2. Civic No. 4-32 Street Grant Northern Rd
 3. Owner Dr. Binswami Address Suma
 Postal Code _____ Phone No. _____ FAX _____
 4. Contractor Leslie Allecting Address P.O. Box 602
 Postal Code A6A5N2 Phone No. 949-2594 FAX _____
 5. Sign Size 4 x 8 Total Sign Height (from ground) 6'

I am the owner or authorized agent of the owner named, and I certify the truth of all statements made and contained in this application.

Date: May 10/10Signature of Owner
or Authorized Agent

Required information on the site plan:

- A. the municipal address, lot dimensions and property boundaries
 B. the location of proposed sign in relation to entrances, exits, parking areas, pedestrian walks and other signs

SITE PLAN

The City of Sault Ste. Marie may require that the sign identified above be removed or relocated at anytime for safety reasons. Permit fees will not be refunded.

Public Works & Transportation Authorization is required when proposing to install a portable sign on municipal property.



Approved



Denied

Subject to:

NO TRAFFIC CONCERNS

- 1) Any damage to portable sign by road maintenance equipment will be the sole responsibility of the owner of the portable sign
 2) Other _____

Authorizing Signature

Date MAY 12/10



THE CORPORATION OF THE
CITY OF SAULT STE. MARIE
BUILDING DEPARTMENT
PERMIT & RECEIPT

5(d)
Re: Dawson & Koenig

PERMIT NO. 2011-0900
RECEIPT NO. 42778

FILE NO. 12624

F. BENTROVATO

INSPECTOR

BLDG. PLAN NO. B

ADDRESS 432 GREAT NORTHERN ROAD

OCC: DATE 2011/6/17

TYPE OF PERMIT ISSUED: Sign

DESCRIPTION: COMMERCIAL BLDG.

BUILDING CLASS: COMMERCIAL

EXTENT OF PERMIT: PERMIT FEES ONLY FOR TWO MONTH PORTABLE SIGN

SUBDIVISION:

LEGAL DESC: PLAN H731 LOT 13 RCP

C/A NO.

ZONING: C4

NO. OF STOREYS:

SITE PLAN:

WIDTH OF ENTRANCE

CULVERT LENGTH

OWNER 1704793 ONTARIO INC

OWNER ADDRESS

OWNER PHONE:

RECEIVED FROM LESLIE ADVERTISING SIGNS/705-949-2594

BLDG. CONT.

PLUMB. CONT.

SEWER CONT.

HEATING CONT.

DESIGNER

LESLIE ADVERTISING SIGNS

DESIGNER REG. NO.

CULVERT CONT.

CURBCUT CONT.

VALUE OF WORKS \$200.00

NUMBER OF FIXTURES

DEPOSIT

FEES BLDG.

PLUMB.

HEAT

OCCUPANCY

LOCAL

IMPROVEMENT

SIGN

\$20.00

CONFORMITY

CASH ☒

CHEQUE ☐

MOVING

SAN SEWER LAT

STM SEWER LAT

SAN SEWER CON

STM SEWER CON

CULVERT

CURBCUT

MISC

TOTAL \$20.00

AUTHORIZED BY

ISSUED BY

for Don Maki, CHIEF BUILDING OFFICIAL

DECLARATION All of the statements and representations contained in the attached documents filed in support of this application shall be deemed to be part of this application for all purposes. I am the owner or authorized agent of the owner to the above application, and I certify the truth of all statements or representations contained therein or attached thereto. I agree if a permit is issued, not to depart from the plans, specifications or building location proposed in this application.

DATE: 17.06.11
Sault Ste. Marie, Ontario

Please PRINT:

Please SIGN:

Leslie J. Cook

Leslie J. Cook
Owner/Authorized Agent

TO REQUEST AN INSPECTION CALL 759-5410. AFTER HOURS YOUR REQUEST WILL BE RECORDED.
NOTE: 48 HOURS ADVANCE NOTICE MUST BE GIVEN FOR THE FOLLOWING INSPECTIONS.

- 1) Sewer Ball Test
- 2) Footing Prior to Pouring of Concrete
- 3) Foundation Coating and Weeping Tile Prior To Backfilling
- 4) Plumbing Ground Run prior to Backfill
- 5) Plumbing Rough-In prior to Cover
- 6) Structural Framing
- 7) Rough-In of Heating, Ventilation, Air Conditioning
- 8) Insulation, Vapour Barrier, Air Barriers
- 9) Completion of All Fire Separations
- 10) Fireplace Inspection Prior To Enclosing
- 11) Completion of All Fire Protection Systems
- 12) Final Inspection Before Occupancy

GROUNDING OF THE ELECTRICAL SERVICE MUST CONFORM TO THE ONTARIO ELECTRICAL SAFETY CODE
PLACE PERMIT IN PROMINENT LOCATION - APPROVED PLANS MUST BE KEPT ON SITE FOR REVIEW

APPLICANT'S COPY

5(d)

Date: _____



File No: _____
Map No: _____
Zoning: _____
Fee: _____

Portable Sign Permit Application - By-Law 99-51

(Please Type or Print Your Information on this Application)

The undersigned hereby applies for a permit to:

☒ Install a Portable Sign Zymo CW ☐ Renew a Portable Sign

1. Lot No. _____ Subdivision _____
2. Civic No. 432 Street Grant Northern Rd.
3. Owner Dawson & Keenan Address _____
Postal Code _____ Phone No. _____ FAX _____
4. Contractor Leslie Advertising Address P.O. Box 602
Postal Code P6A5N2 Phone No. 949-2594 FAX _____
5. Sign Size 4x8 Total Sign Height (from ground) _____

I am the owner or authorized agent of the owner named, and I certify the truth of all statements made and contained in this application.

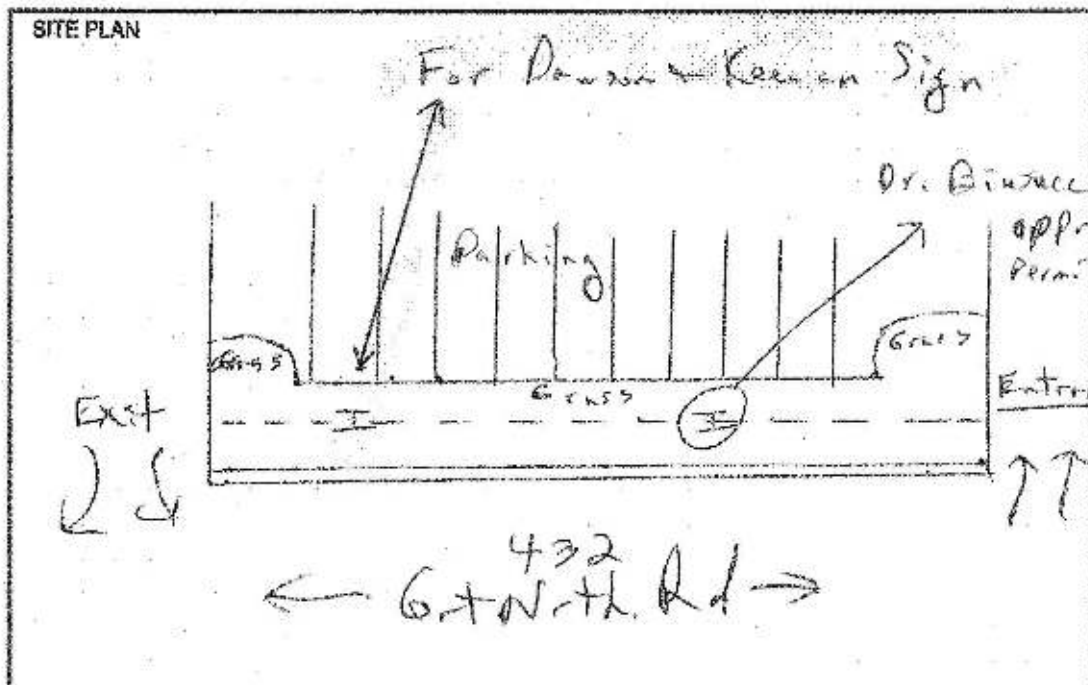
Date: Apr 19/11

Signature of Owner
or Authorized Agent

Leslie J. [Signature]

Required information on the site plan:

- A. the municipal address, lot dimensions and property boundaries
B. the location of proposed sign in relation to entrances, exits, parking areas, pedestrian walks and other signs



The City of Sault Ste. Marie may require that the sign identified above be removed or relocated at anytime for safety reasons. Permit fees will not be refunded.

Public Works & Transportation Authorization is required when proposing to install a portable sign on municipal property.



Approved



Denied

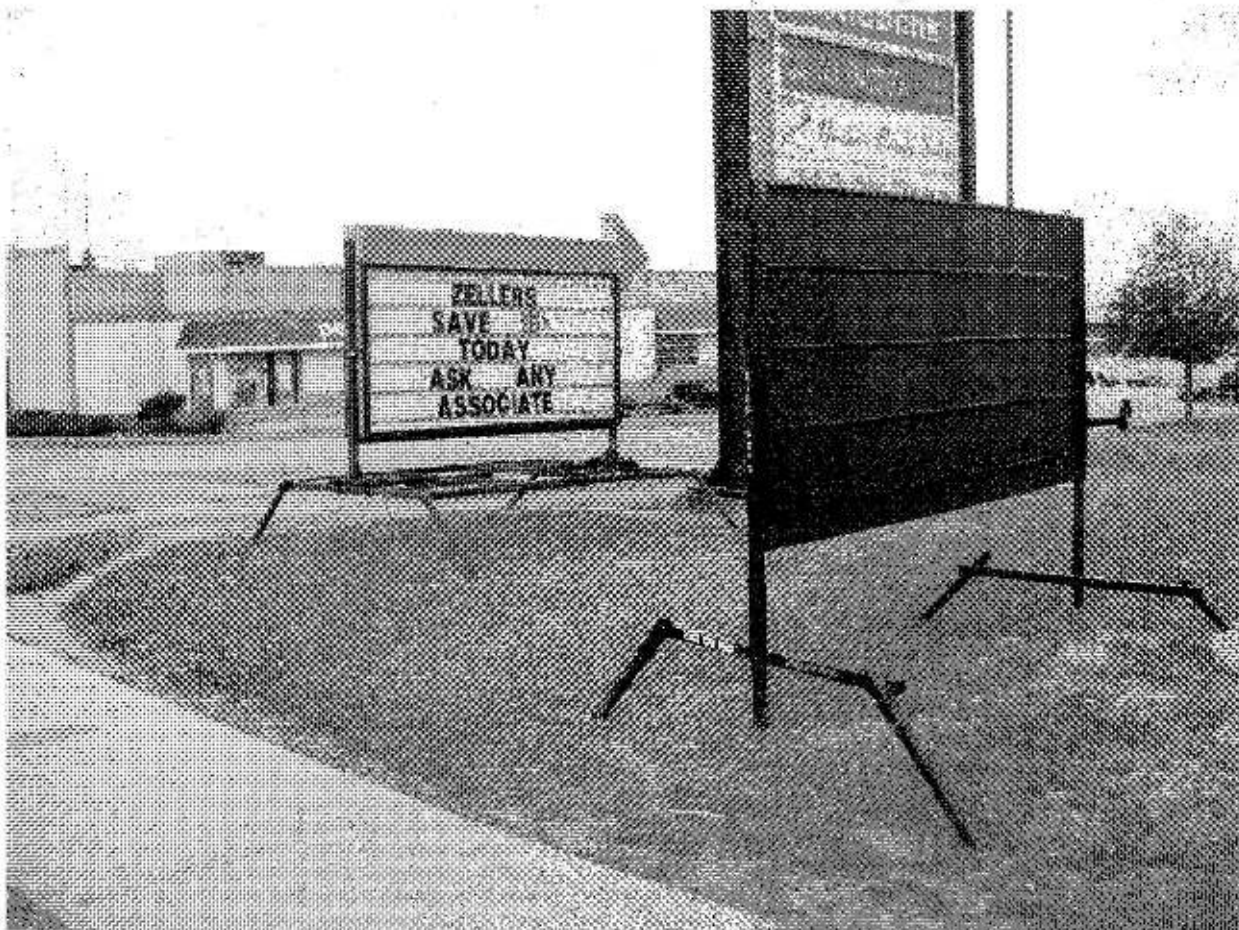
Subject to:

1) Any damage to portable sign by road maintenance equipment will be the sole responsibility of the owner of the portable sign

2) Other _____

Authorizing Signature _____

Date _____



5(d)



5(a)



CITY OF SAULT STE. MARIE
BUILDING DEPARTMENT
PERMIT & RECEIPT

5(d)
Smack Daddy's
Northern Pool
July 19/2012

PERMIT NO. 2010-1241
RECEIPT NO. 41258

FILE NO. 3.3378

TYLER BERTRAND

INSPECTOR

BLDG. PLAN NO. B

ADDRESS 440 PIM STREET

OCC. DATE 2010/7/19

TYPE OF PERMIT ISSUED: Sign

DESCRIPTION: SIGN

BUILDING CLASS: COMMERCIAL

EXTENT OF PERMIT: RENEWAL OF PORTABLE SIGN PERMIT / 2 YEARS / NORTHERN POOL & FIREPLACE

SUBDIVISION:

LEGAL DESC:

C/A NO.
ZONING: C4

NO. OF STOREYS:
SITE PLAN:

WIDTH OF ENTRANCE CULVERT LENGTH

OWNER ZOLTAN KOVACS INV

OWNER ADDRESS

OWNER PHONE:

RECEIVED FROM LESLIE ADVERTISING 949-2594

BLDG. CONT.

PLUMB. CONT.

SEWER CONT.

HEATING CONT.

DESIGNER

LESLIE ADVERTISING 949-2594

DESIGNER REG. NO.

CULVERT CONT.

CURBCUT CONT.

VALUE OF WORKS \$200.00

NUMBER OF FIXTURES

DEPOSIT

FEES BLDG.

PLUMB.

HEAT

OCCUPANCY

LOCAL

IMPROVEMENT

SIGN

\$60.00

CONFORMITY

CASH ☒

CHEQUE ☒ 0768

MOVING

SAN SEWER LAT

STM SEWER LAT

SAN SEWER CON

STM SEWER CON

CULVERT

CURBCUT

MISC

TOTAL

\$60.00

AUTHORIZED BY

ISSUED BY

for Don Makl, CHIEF BUILDING OFFICIAL

DECLARATION All of the statements and representations contained in the attached documents filed in support of this application shall be deemed to be part of this application for all purposes. I am the owner or authorized agent of the owner to the above application, and I certify the truth of all statements or representations contained therein or attached thereto. I agree if a permit is issued, not to depart from the plans, specifications or building location proposed in this application.

DATE:

10/7/23

Please PRINT:

Leslie J. Cook

Sault Ste. Marie, Ontario

Please SIGN:

Owner / Authorized Agent

TO REQUEST AN INSPECTION CALL 759-5410. AFTER HOURS YOUR REQUEST WILL BE RECORDED.
NOTE: 48 HOURS ADVANCE NOTICE **MUST** BE GIVEN FOR THE FOLLOWING INSPECTIONS.

- 1) Sewer Ball Test
- 2) Footing Prior to Pouring of Concrete
- 3) Foundation Coating and Weeping Tile Prior To Backfilling
- 4) Plumbing Ground Run prior to Backfill
- 5) Plumbing Rough-In prior to Cover
- 6) Structural Framing

- 7) Rough-In of Heating, Ventilation, Air Conditioning
- 8) Insulation, Vapour Barrier, Air Barriers
- 9) Completion of All Fire Separations
- 10) Fireplace Inspection Prior To Enclosing
- 11) Completion of All Fire Protection Systems
- 12) Final Inspection Before Occupancy

GROUNDING OF THE ELECTRICAL SERVICE MUST CONFORM TO THE ONTARIO ELECTRICAL SAFETY CODE
PLACE PERMIT IN PROMINENT LOCATION - APPROVED PLANS MUST BE KEPT ON SITE FOR REVIEW

Date: _____



File No: _____
Map No: _____
Zoning: _____
Fee: _____

Portable Sign Permit Application - By-Law 99-51

(Please Type or Print Your Information on the Application)

The undersigned hereby applies for a permit to:

☒ Install a Portable Sign

☐ Renew a Portable Sign

1. Lot No. _____	Subdivision _____
2. Civic No. <u>440 (Pine)</u>	Street <u>Pine St.</u>
3. Owner <u>Northern Fireplace</u>	Address _____
Postal Code _____	Phone No. _____ FAX _____
4. Contractor <u>Leslie Advertising</u>	Address <u>P.O. Box 602</u>
Postal Code <u>P6A5N2</u>	Phone No. _____ FAX _____
5. Sign Size <u>5 x 8</u>	Total Sign Height (from ground) <u>8'</u>

I am the owner or authorized agent of the owner named, and I certify the truth of all statements made and contained in this application.

Date: _____

Signature of Owner
or Authorized Agent

Required information on the site plan:

- the municipal address, lot dimensions and property boundaries
- the location of proposed sign in relation to entrances, exits, parking areas, pedestrian walks and other signs

SITE PLAN

The City of Sault Ste. Marie may require that the sign identified above be removed or relocated at anytime for safety reasons. Permit fees will not be refunded.

Public Works & Transportation Authorization is required when proposing to install a portable sign on municipal property.

☒ Approved

☐ Denied

Subject to:

- Any damage to portable sign by snow maintenance equipment will be the sole responsibility of the owner of the portable sign
- Other _____

Authorizing Signature _____

Date DEC 16/10

Original By-law 5(d)
copy 1/4

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 99-51

REGULATIONS: (R.1.2.19) a by-law to regulate signs within the City of Sault Ste. Marie.

WHEREAS it is desirable to ensure that public safety and safe vehicular traffic is not compromised by the placement and size of signs in the City of Sault Ste. Marie.

NOW THEREFORE The Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 210 (46) of the Municipal Act, R.S.O. 1990, c. M-45 and amendments thereto ENACTS as follows:

1. DEFINITIONS

In this by-law

- (a) "Sign"- means a stationary device designed to visually inform or attract attention;
- (b) "Portable Sign" - means a sign structure larger than 0.8 square metres (6 square feet) designed and constructed to be moved from place to place. Such signs are not permanently affixed to the ground, to a structure or a building.
- (c) "Sign Height" - means the vertical distance measured from the highest point of the sign, to the average ground level beneath the sign.
- (d) "Sign Area" - means the total surface area of that portion of a sign, which is used or capable of being used to provide information or advertising and which can be viewed from any one perspective. In the case of a sign composed of individual letters, numerals, or symbols, the sign area shall be the area that is enclosed by one continuous line connecting the extreme points or edges of the sign and encompasses all logos and lettering.

2. REGULATIONS

Maintenance

- (a) Portable signs shall be properly installed and maintained in good, safe, working order. Proper maintenance includes but is not limited to the removal of all weeds and debris shall be removed from the area surrounding and under the sign and painting as necessary.

Electrical Signs

- (b) Where electrical connections exist on signs, CSA or Ontario Hydro approvals for electrical systems must be attached to the sign.
- (c) No extension cords shall be permitted to traverse parking areas, driveways or walkways.

- 5(d)
2/4
- (d) No portable sign shall employ any flashing or sequential light, or any mechanical or electronic device to provide or simulate motion.

Residential Areas

- (e) No portable sign shall be located in a residentially zoned area for more than 48 hours. Only special occasion, non-commercial events may be indicated on the portable sign in residential areas.

Legal Non-Conforming Uses

- (f) Legal non-conforming uses may use a portable sign subject to compliance with regulations contained in this by-law.

Location of Signs

- (g) Portable signs shall be located on private property, however, where special circumstances warrant, portable signs may be allowed on the road allowance or on City property subject to the approval of the Commissioner of Public Works and Transportation.

- (h) In locations where portable signs are to be located within 3m horizontally of a high voltage overhead power line, the Public Utilities Commission shall be consulted.

- (i) In order to lessen the risk of motorists being distracted by portable signs, no portable sign shall be located within 30 m of a signalized intersection measured from the projected curb.

- (j) No portable sign shall be located within corner lot sight lines. The corner lot sight lines are defined as:

- (i) On any corner lot in any P.R. Rural Area, Residential or Institutional Zone no obstruction higher than 0.76m (30") shall be permitted on that part of a lot at a street corner composed of a triangle having sides of 9.4m (30') along each street measured from the street corner formed by lot lines or by the straight line projection of lot lines when lot lines are connected by a curved line.

- (ii) On any corner lot in any business (commercial) or industrial zone no obstruction higher than 0.76m (30") shall be permitted on that part of a lot at a street corner composed of a triangle having sides of 3.05m (10') along each street measured from the street corner formed by lot lines or by the straight line projection of lot lines where lot lines are connected by a curved line.

These sight lines also apply to all driveways intersecting municipal streets. In the case of driveways, the dimensions will be taken from the edge of the driveway on the property line into the subject property.

- (k) A distance of 15.24m (50') between portable signs located on the same property is required.

Original 5(d)
3/4

- (l) All portable signs shall be located at least 4.6m (15') from the side yard lot line or the required side yard zoning setback for that zone, whichever is greater.

Sign Size

- (m) Maximum sign height for a portable sign is 2.8m (9.1').
- (n) Maximum sign area for a portable sign is 4.5 sq. m. (48 sq. ft.). However the right to use existing portable signs up to a maximum sign size of 5.5 sq. m. (60 sq. ft.) will be permitted for a period not exceeding 2 years from the date of the passing of the By-law, after which time, all portable signs must conform to the 4.5 sq. m. (48 sq. ft.) sign size.

Permits

- (o) The sign permit will only be issued to the property owner or the property owner's authorized agent. Any instructions for compliance will be directed to the property owner or authorized agent. No permit is required for special occasion, non commercial signs being located in residentially zoned areas for less than 48 hours; however, the regulations contained herein shall apply to the said signs.
- (p) A permit shall be required for the installation of all portable signs. With the permit application, the following are to be submitted:
 - (i) A scaled site plan showing: ✓
proposed sign location and height,
existing permanent and portable signage on the subject property,
the sign setback from the road allowance, driveway access and curb cuts, building(s) on the subject property, parking and landscaping
 - (ii) Location of underground utilities for any sign requiring anchoring into the ground
 - (iii) When located on City property, a copy of Public Works and Traffic authorization.
 - (iv) A permit fee
- (q) Effective 120 days from the passing of the by-law, all portable signs are required to have permits and have paid the appropriate permit fees.

By-law Supercedes

- (r) With the exception of Section 10.17.1 (Signs in the International Bridge Plaza) and Section 10.16 (Central Business District Signs) of By-law 76-185, this by-law supercedes all others in relation to portable signs.

3. ENFORCEMENT

- (1) The municipality may, following sufficient notice (ten (10) working days), remove a sign that is illegal. Signs that present a hazard to the public, as determined by Public Works and Transportation, will be removed immediately.

- ORIGINAL 5(d)
4/4
- (2) The removed sign shall be stored for a maximum of 30 days from the collection date of the sign and shall be disposed of following this period. If the municipality removes a sign, the charge of this work shall be collected from the owner of the sign.

4. PERMIT FEES

- (1) Permits shall cost \$80.00 for each portable sign and shall be valid for two (2) years from the date of issue.
- (2) Short term permits for a period of 30 days may be issued at a cost of \$10.00 per permit.
- (3) Where a portable sign is removed from a location and a portable sign is then replaced at the same location, a renewal permit fee of \$15.00 shall apply for each portable sign that is replaced at the same location.
- (4) An administrative fee of two times the value of the permit fee will be applied where the permit has not been obtained or renewed as required by this by-law.
- (5) All registered charities and non-profit organizations are exempt from the permit fees referred to in paragraphs 4(1) and 4(2).

5. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 31st day of May, 1999.


MAYOR - STEPHEN E. BUTLAND


CITY CLERK - DONNA P. IRVING

5(e)

Malcolm White

From: Kim Vaudry on behalf of City Clerk
Sent: July 11, 2011 8:39 AM
To: Malcolm White
Subject: FW: Lyme disease petition and awareness
Attachments: LYME DISEASE INFORMATION PACKET 2.pdf

From: cheffer [mailto:cheffer@cogeco.ca]
Sent: July 09, 2011 12:08 PM
To: City Clerk
Subject: Lyme disease petition and awareness

Attn: Clerk;

My name is Christine Heffer. I am a resident of Ontario. I am writing this letter to ask the council to endorse the Lyme disease petition set forth by MPP Bob Bailey of Sarnia Lambton and to help raise awareness about Lyme disease in the Province of Ontario. I am unable to come in person to the council to present a formal delegation but I would like to have this issue brought to the council's attention.

Lyme disease is the fastest growing infectious disease in North America with an estimated 400000 people contracting the disease this year alone. Lyme disease is spreading at a rate of 7X that of AIDS. Here in Ontario the Chief Medical Officer sent a letter in 2010 to all the physicians stating that Lyme disease cases and the black legged tick that carries the bacteria were increasing in Ontario especially southern Ontario. A recent study reported that migrating birds are transmitting ticks by the millions into Canada resulting in the ability to contract Lyme disease anywhere in this country.

The public is generally unaware of Lyme disease and the affect it can have on the body. Late stage Lyme disease is similar to having AIDS. The Lyme bacteria suppress your immune system just like HIV. I take 54 pills a day to try and fight this infection possibly for the rest of my life. This is a public health threat yet the provincial government is doing little to warn the public about a deadly bacterial infection that can be contracted in their own backyard. In fact the government is down playing the risk. Citizens of Ontario are becoming incapacitated by a tick bite due to the lack of public education.

I was misdiagnosed for four years and underwent many tests, procedures and even a major surgery do to the faulty Lyme disease testing and general lack of know about this disease in the medical community and the provincial government's belief that Lyme disease is rare in Ontario. I was tested three times for Lyme disease and was told I didn't have the disease. I finally figured out what was wrong myself and went to my family physician who knew nothing about this disease. I have seen many specialists and the lack of knowledge about this disease has been astounding. I am only one of thousands of Canadians who have contracted Lyme disease in this county and we all have experienced the same ignorance by the medical community about this disease.

As I stated before the testing is poor. Here in Ontario we use a 2 tiered testing system. The 1st tier is the ELISA test. This test has been shown in numerous scientific studies to be inaccurate over 50% of the time yet people are being told they do not have Lyme disease based on this test. Lyme disease is supposed to be a clinical diagnosis yet our physicians are not educated in the clinical presentation of this disease or the other tick borne illnesses that one can contract from a tick bite. Very little is taught in medical school about tick borne diseases.

Since the medical community lacks education on Lyme disease, treatment options are not available in this province. Presently if a person contracts Lyme disease he will probably be misdiagnosed since the physicians are not familiar with the disease. If you miss the acute form of the disease a person develops late stage Lyme disease which there is no treatment options in Ontario. The only option is to seek treatment in the US and to pay for it yourself. We have

people in Ontario many of them children being denied medical care in Ontario for this infectious disease. If left untreated Lyme disease will make a person bedridden and can kill.

The petition asks the provincial government to provide better testing which is available, a wide scale public education program, education for our physicians and treatment options for those of us fighting for our lives from the bite of a bug. I hope that after learning about Lyme disease that the council will endorse the Lyme disease petition on behalf of the citizens in your community but even more important than that my hope is that after learning about Lyme disease the council members will educate families, neighbours and friends about this insidious disease. We are all at risk and this disease can happen to anyone. I have attached an information packet including the petition.

Sincerely;

Christine Heffer

486 Alderbury Cres.,
Corunna, Ontario
N0N 1G0

LYME DISEASE INFORMATION

- Lyme disease is transmitted by the bite of a tick infected with *Borrelia burgdorferi* and results in a systemic infection similar to syphilis
- Many pathogens can be transmitted by one bite
 - ANAPLASMOSIS, BABESIOSIS, EHRLICHIOSIS, RICKETTSIA ROCKY MOUNTAIN SPOTTED FEVER (RMSF), STARI, TULAREMIA, BARTONELLA AND MANY MORE
- Lyme disease is the fastest growing infectious disease in North America with an estimated 400 000 cases per year in the US
- Lyme disease has been shown in studies to be increasing across Ontario especially in Southern Ontario
- Everyone is at risk especially children (age 2-14 highest risk group)
- Lyme disease is can be found everywhere, at parks, in yards, in gardens as ticks are transmitted by birds
- Public awareness, testing and treatment for this disease is poor
- If not caught early Lyme disease becomes chronic and incurable requiring long term treatment much like AIDS does
- A person infected with Lyme disease often becomes total disabled
- The far reaching effects of this disease on our communities include loss productivity , loss tax revenue, increased medical costs and increased burden on social services
- The Lyme bacteria has been found in semen
 - **RECOVERY OF LYME SPIROCHETES BY PCR IN SEMEN SAMPLES OF PREVIOUSLY DIAGNOSED LYME DISEASE PATIENTS**
Dr. Gregory Bach, Do.O., P.C. 2415 North Broad Street, Colmar, PA 18915
- Lyme disease can be passed Congenitally
 - <http://www.canlyme.com/congenital.html>
- Tick borne diseases transmitted by blood
 - **Transfusion-transmitted tick-borne infections: a cornucopia of threats.** Leiby DA, Gill JE. Department of Transmissible Diseases, American Red Cross Holland Laboratory, Rockville, MD 20855, USA. Transfus Med Rev. 2004 Oct;18(4):293-306

INFORMATION ON TESTING

- In Ontario we use a 2 tiered testing system for Lyme disease
- 1st tier is the ELISA test (Enzyme-linked immunosorbent assay)
- 2nd tier is the WESTERN BLOT
- A person must receive a positive on the ELISA to move on to the WESTERN BLOT
- ELISA has been shown in numerous scientific studies to be faulty (references to some studies and a complete study to follow)
- **IMPORTANT TO NOTE ABOUT THE TESTING IN THE ACUTE FORM OF LYME DISEASE**
 - It takes a person 4-6 weeks to develop antibodies to the bacteria (this is what the ELISA measures)
 - If the person receives antibiotics early in the infection the body often will not mount a strong antibody reaction due to the antibiotics killing the bacteria
 - Often the ELISA test will come back negative for said patients early in the infection yet doctors are relying on the test and tell patients that they do not have Lyme disease based on this test yet the person could very well be infected and is now not receiving treatment

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Large differences between test strategies for the detection of anti-*Borrelia* antibodies are revealed by comparing eight ELISAs and five immunoblots Eur J Clin Microbiol Infect Dis
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ARTICLE

Large differences between test strategies for the detection of anti-*Borrelia* antibodies are revealed by comparing eight ELISAs and five immunoblots

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Abstract We investigated the influence of assay choice on the results in a two-tier testing algorithm for the detection of anti-*Borrelia* antibodies. Eighty-nine serum samples from clinically well-defined patients were tested in eight different enzyme-linked immunosorbent assay (ELISA) systems based on whole-cell antigens, whole-cell antigens supplemented with VlsE and assays using exclusively recombinant proteins. A subset of samples was tested in five immunoblots: one whole-cell blot, one whole-cell blot supplemented with VlsE and three recombinant blots. The number of IgM- and/or IgG-positive ELISA results in the group of patients suspected of *Borrelia* infection ranged from 34 to 59%. The percentage of positives in cross-reactivity controls ranged from 0 to 38%. Comparison of immunoblots yielded large differences in inter-test agreement and showed, at best, a moderate agreement between tests. Remarkably, some immunoblots gave positive results in samples that had been tested negative by all eight ELISAs. The percentage of positive blots following a positive ELISA result depended heavily on the choice of ELISA-immunoblot combination. We conclude that the assays used to detect anti-*Borrelia* antibodies have widely divergent sensitivity and specificity. The choice of ELISA-immunoblot combination severely influences the number of positive results, making the exchange of test results between laboratories with different methodologies hazardous.

Introduction

Lyme disease is caused by *Borrelia* spp. In Europe, infection is mostly caused by *B. afzelii* and *B. garinii*, while in the United States, *B. burgdorferi sensu stricto* is the causative agent [1]. Lyme disease manifests in a myriad of clinical ways, including erythema migrans, arthritis, carditis and neuroborreliosis [1]. Extracutaneous Lyme disease requires laboratory confirmation by culture, polymerase chain reaction (PCR) or antibody determination [2, 3]. Culture is only available in a limited number of laboratories, and the value of PCR in the diagnosis of various forms of Lyme disease is of limited use [2, 3]. Therefore, serological assays are the main method used to diagnose extracutaneous forms of Lyme disease.

Current guidelines for the diagnosis of Lyme disease include a two-tier testing algorithm [2, 3]. First, an enzyme-linked immunosorbent assay (ELISA) is performed, followed by the confirmation of positive ELISA results with an immunoblot. This two-step procedure was initiated because first-generation ELISAs for the detection of anti-*Borrelia* antibodies lacked specificity. The inclusion of a second, more specific, serological method made it possible to exclude false-positive ELISA samples [2, 4].

Many diagnostic assays are currently commercially available, and manufacturers have developed them to increase their sensitivity and specificity. During the last decade, assays using a peptide from the sixth invariant region (C6) of the variable major protein-like sequence-expressed (VlsE) of *B. burgdorferi* have been shown to be promising [5, 6]. Laboratories can choose between ELISAs and immunoblots using sonicated whole-cell antigens, whole-cell antigens combined with recombinant antigens (VlsE C6 peptide) and exclusively recombinant antigens. Due to this array of serological tests, there are an almost

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indefinite number of possible combinations between ELISA and immunoblot in a two-tier testing scheme. Comparing anti-*Borrelia* test results between laboratories and studies may be impossible if tests with widely diverging sensitivities and specificities are used [7].

The aim of the present study was to compare a wide range of ELISA assays and immunoblots, based on either whole-cell or recombinant antigens, for detecting anti-*Borrelia* antibodies. We also aimed to investigate the influence of assay choice on results in a two-tier testing algorithm (ELISA followed by immunoblot). Therefore, we tested serum samples in eight ELISA systems and five immunoblots, covering the entire spectrum of native and recombinant antigens.

Patients and methods

Patients

Serum samples were selected from 89 clinically well-defined individuals. Fifty-nine samples were from patients suspected of *Borrelia* infection (skin manifestations, $n=8$; neurological symptoms, $n=26$; arthritic symptoms, $n=11$; ocular symptoms, $n=4$; other, $n=10$). Fourteen samples were from healthy controls and 16 came from patients with a high possibility for cross-reacting antibodies (syphilis patients, $n=10$; *Mycoplasma pneumoniae*-infected patients based on symptoms consistent with *M. pneumoniae* infection and a positive result for anti-*M. pneumoniae* IgM and IgG with a Virion/Serion ELISA, $n=6$).

Methods

Serum samples were tested in eight different ELISA systems. Three assays were based on sonicated whole-cell antigens (Diachem/Moran anti-*Borrelia*, VIDAS and Virion/Serion ELISA Classic *Borrelia burgdorferi*), three assays with sonicate whole-cell antigens supplemented with VlsE for IgG anti-*Borrelia* antibodies (Dade Behring Enzygnost Lyme link VlsE, Euroimmun Anti-*Borrelia* plus VlsE ELISA and Genzyme Virotech *Borrelia afzelii*+VlsE ELISA) and two assays using recombinant proteins (Immunitics C6 Lyme ELISA Kit and Mikrogen recomWell *Borrelia*). A subset of samples from 31 patients suspected of *Borrelia* infection were also tested in five different immunoblots. This group consisted of the following patients: skin manifestations, $n=3$; neurological symptoms, $n=15$; arthritic symptoms, $n=6$; ocular symptoms, $n=2$; other, $n=5$. One whole-cell blot (home-made using *B. afzelii* strain A39 cell sonicate, RIVM), one whole-cell blot supplemented with VlsE (Viramed *Borrelia* "MiQ"+VlsE ViraBlot) and three recombinant blots (Euroimmun Euroline-RN-AT, Mikrogen recom

Line *Borrelia* and Genzyme Virotech *Borrelia* Europe Line). A total of 31 samples were tested in all immunoblots.

Manufacturer-suggested cut-off levels and interpretation criteria were used for the ELISAs and immunoblots. Statistical analysis was performed using SPSS version 16.0 (SPSS Inc., Chicago, IL, USA).

Results

As expected, there was considerable discordance between the eight ELISAs. We tested 89 samples from patients and controls on all eight ELISAs. Of the complete set of serum samples, 35/89 (39%) were negative in all assays, while 16/89 (18%) were positive in all assays. The remaining 38/89 (43%) samples were positive in one to seven ELISAs.

In the 59 patients that were suspected of *Borrelia* infection, we observed a wide range of positive results, with percentages of positive ELISAs varying between 34 and 61% (Table 1). We did not observe a relation between the fraction of positive results and the nature of antigen used for the ELISA. The specificity of the ELISAs also varied widely. Although we had only small numbers of positive tests in healthy controls, some ELISAs produced up to 38% of positive tests in the cross-reactivity group (syphilis and *M. pneumoniae*-infected patients).

We aggregated results from the IgM and IgG tests and assessed them using a kappa statistic to determine agreement between the ELISAs. The kappa values ranged from 0.41 (moderate agreement) to 0.79 (substantial to good agreement), emphasising the differences between the ELISAs (Table 2). The choice of antigen does not seem to influence the level of agreement. Even the lowest kappa values were observed between two 'whole-cell+VlsE' ELISAs (0.43).

We tested a subset of 31 serum samples from patients suspected of *Borrelia* infection in all five immunoblots. Samples were from patients with positive and negative ELISA results, allowing us to investigate the specificity of the immunoblots. In general, we observed a much lower agreement for the immunoblots than for the ELISAs. Kappa values ranged from 0 (poor agreement) to 0.84 (good agreement), indicating that, for many samples, the outcome of the immunoblot is highly dependent on the choice of manufacturer (Table 3). Inter-blot agreement was disappointingly low for IgM and much higher for IgG (Table 3). Interestingly, recombinant blots did not have a higher agreement than whole-cell blots, and there was limited agreement even between recombinant blots. The highest agreement was for the home-made whole-cell blot with the Mikrogen recombinant blot. Additional analysis on the individual band level revealed similarly poor agreement, even in immunoblots containing recombinant antigens.

Table 1 Performance of eight enzyme-linked immunosorbent assay (ELISAs) in the three patient groups

ELISA manufacturer	Antigen used for ELISA	Number of positive samples (%)			Total number of tested samples
		Patients suspected for <i>Borrelia</i> infection	Cross-reactivity controls	Healthy controls	
Diacheck/Moran	Whole-cell	20/59 (34%)	2/16 (13%)	1/14 (7%)	89
VIDAS	Whole-cell	31/59 (53%)	4/16 (25%)	1/14 (7%)	89
Virion/Serion	Whole-cell	24/59 (41%)	1/16 (6%)	0/14	89
Enzygnost	Whole-cell + VlsE	23/59 (39%)	0/16	0/14	89
Euroimmun	Whole-cell + VlsE	29/59 (49%)	3/16 (19%)	0/14	89
Virotech	Whole-cell + VlsE	35/59 (59%)	6/16 (38%)	0/14	89
Immunetics	Recombinant	22/59 (37%)	0/16	0/14	89
Mikrogen	Recombinant	24/59 (41%)	3/16 (19%)	0/14	89

When performing eight different ELISAs and five different blots, there are 40 possible ELISA–blot combinations. Thirty-one samples were tested in all 40 combinations. A score of 0 indicates a negative result in all ELISAs and all blots, while a score of 40 indicates a positive result in all ELISAs and all blots. A score between 0 and 40 indicates that not all possible combinations yielded a positive result (i.e. disagreement between various ELISA–blot combinations). Of this small sample cohort, 20/31 (65%) had either a score of 0 or 40, indicating perfect agreement, irrespective of the ELISA–blot combination used. Discordant interpretations were generated in the other 35% of samples.

The influence of assay choice is further illustrated by investigation of the relationship between each ELISA and the fraction of positive blots. Surprisingly, we found anti-*Borrelia* immunoblot reactivity in samples that were negative in all eight ELISAs. These are samples that normally would not have been tested in immunoblots. Again, this was not dependent on the nature of the antigen used for the immunoblot. For the Euroimmun immunoblot, 4/11 (36%) of the ELISA-negative samples were blot-positive. Some immunoblots also seem to lack sensitivity, since samples that were positive in six to all eight of the tested ELISAs remained negative in all immunoblots. Some

of these samples were from Lyme disease patients with a short duration of symptoms, confirming that ELISAs may have a higher sensitivity than immunoblots during the early phase of a *Borrelia* infection.

For some ELISA–blot combinations, only about half of the ELISA-positive samples could be confirmed by immunoblot (e.g. VIDAS ELISA–Virotech immunoblot, Table 4). The quality of the other ELISAs was so high that the majority of ELISA-positive samples were confirmed with immunoblots (e.g. Diacheck/Moran and Enzygnost ELISAs). When taking into account the lack of specificity of a number of the immunoblots, it is clear that the combination of a non-specific ELISA with a non-specific blot will lead to a high fraction of presumably false-positive test results.

The ELISA test value is the final factor influencing the fraction of positive confirmatory blots. Figure 1 depicts an example—values for the VIDAS and Immunetics C6 Lyme ELISA according to the immunoblot results of a whole-cell blot (home-made) and a recombinant blot (Mikrogen). For the VIDAS–home-made blot combination, it is difficult to indicate a cut-off value for the VIDAS ELISA with a good separation between blot-positives and blot-negatives. When using the Immunetics ELISA as a screening tool, it becomes clear that, irrespective of the blot method used,

Table 2 Agreement between ELISAs for detecting IgM and/or IgG anti-*Borrelia* antibodies (kappa values)

ELISA manufacturer	Antigen used for ELISA	Diacheck/Moran	VIDAS	Virion/Serion	Enzygnost	Euroimmun	Virotech	Immunetics
Diacheck/Moran	Whole-cell	-	-	-	-	-	-	-
VIDAS	Whole-cell	0.53	-	-	-	-	-	-
Virion/Serion	Whole-cell	0.67	0.69	-	-	-	-	-
Enzygnost	Whole-cell + VlsE	0.71	0.62	0.78	-	-	-	-
Euroimmun	Whole-cell + VlsE	0.71	0.45	0.56	0.56	-	-	-
Virotech	Whole-cell + VlsE	0.44	0.65	0.57	0.43	0.47	-	-
Immunetics	Recombinant	0.74	0.60	0.64	0.86	0.53	0.41	-
Mikrogen	Recombinant	0.79	0.53	0.63	0.68	0.67	0.44	0.65

Table 3 Agreement between immunoblots for detecting anti-*Borrelia* antibodies (kappa values)

Blot	Blot type	Home-made	Virablot	Euroimmun	Mikrogen	Virotech
IgM and IgG combined						
Home-made	Whole-cell	-	-	-	-	-
Virablot	Whole-cell+VlsE	0.55	-	-	-	-
Euroimmun	Recombinant	0.45	0.24	-	-	-
Mikrogen	Recombinant	0.74	0.42	0.29	-	-
Virotech	Recombinant	0.66	0.60	0.25	0.55	-
IgM						
Home-made	Whole-cell	-	-	-	-	-
Virablot	Whole-cell+VlsE	-1.57	-	-	-	-
Euroimmun	Recombinant	0.04	0.20	-	-	-
Mikrogen	Recombinant	0.42	0	0.26	-	-
Virotech	Recombinant	0.20	0.46	0.39	0.34	-
IgG						
Home-made	Whole-cell	-	-	-	-	-
Virablot	Whole-cell+VlsE	0.43	-	-	-	-
Euroimmun	Recombinant	0.43	0.24	-	-	-
Mikrogen	Recombinant	0.84	0.27	0.43	-	-
Virotech	Recombinant	0.71	0.63	0.30	0.56	-

samples with an index >4 are almost always blot-positive. These characteristics make it possible to define groups of ELISA-positive serum samples that do not need immunoblot confirmation.

Discussion

We studied the influence of the choice of detection method on the results of *Borrelia* serology. We found that *Borrelia* ELISAs and immunoblots for detecting anti-*Borrelia* antibodies have widely divergent sensitivity and specificity, and that immunoblots generally show limited agreement. Analysis of a large number of ELISA-immunoblot combinations revealed large differences between various test

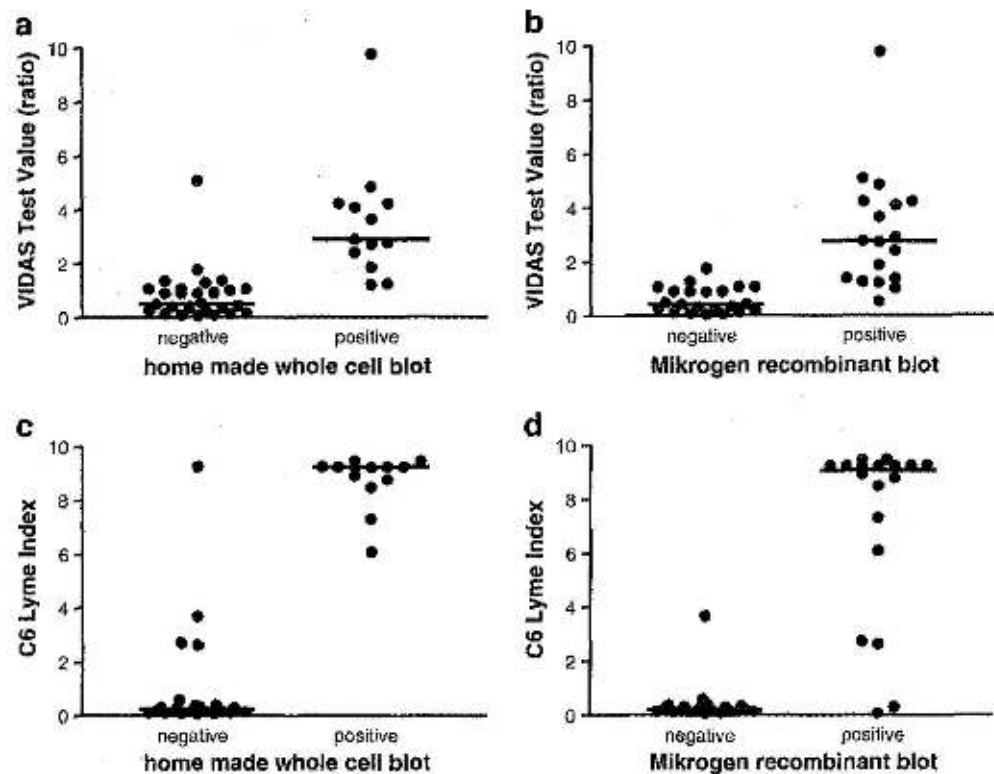
strategies in a two-tier testing algorithm. Although we only studied a limited number of serum samples, our extensive approach allowed us to draw several conclusion based on our observations.

Theoretically, the use of recombinant antigens should lead to increased specificity and, possibly, increased sensitivity as well. This does not seem to be true for the currently available ELISAs and immunoblots for the detection of anti-*Borrelia* antibodies. We could not find a clear relationship between the fraction of positive tests, the specificity and the nature of the antigen used for the serological tests. ELISAs using sonicated whole-cell antigens can be sensitive and specific, while recombinant ELISAs may lack specificity. Therefore, manufacturer claims for the superior performance of assays using

Table 4 Fractions of blot-confirmed samples for 40 ELISA-immunoblot combinations

ELISA manufacturer	Antigen used for ELISA	Number of positive samples in ELISA/total number of samples	Blot					
			Whole-cell		Whole-cell+VlsE		Recombinant	
			Home-made	Virablot			Euroimmun	Mikrogen Virotech
Diacheck/Moran	Whole-cell	12/31	11/12 (92%)	9/12 (75%)			11/12 (92%)	12/12 (100%) 9/12 (75%)
VIDAS	Whole-cell	19/31	11/19 (58%)	12/19 (63%)			13/19 (68%)	14/19 (74%) 10/19 (53%)
Virion/Serion	Whole-cell	15/31	11/15 (73%)	11/15 (73%)			13/15 (87%)	12/15 (80%) 9/15 (60%)
Enzygnost	Whole-cell+VlsE	12/31	11/12 (92%)	10/12 (83%)			10/12 (83%)	12/12 (100%) 10/12 (83%)
Euroimmun	Whole-cell+VlsE	14/31	11/14 (79%)	11/14 (79%)			12/14 (86%)	12/14 (86%) 9/14 (64%)
Virotech	Whole-cell+VlsE	17/31	11/17 (65%)	11/17 (65%)			13/17 (77%)	13/17 (77%) 9/17 (53%)
Immunetics	Recombinant	13/31	11/13 (85%)	10/13 (77%)			10/13 (77%)	13/13 (100%) 10/13 (77%)
Mikrogen	Recombinant	13/31	11/13 (85%)	9/13 (69%)			11/13 (85%)	12/13 (92%) 9/13 (69%)

Fig. 1 Enzyme-linked immunosorbent assay (ELISA) test values in relation to immunoblot results for the detection of anti-*Borrelia* antibodies



recombinant antigens for the detection of *Borrelia* antibodies must be interpreted with caution.

A two-tier testing algorithm for the detection of anti-*Borrelia* antibodies is recommended world-wide [2, 3, 6]. However, there are several reasons to reappraise the additional value of an immunoblot confirmatory test in a two-tier testing scheme.

First, the lack of specificity of some immunoblots is counter-intuitive. The immunoblot is used as a confirmatory test, although it can be argued that it is merely a supplemental test due to the inter-dependence of ELISAs and immunoblots [8]. Theoretically, the use of recombinant antigens should allow discrimination between a specific antibody reactivity, cross-reactive antibodies and true anti-*Borrelia* antibodies [4]. The presence of commercially available immunoblots with low specificity diminishes the value of the immunoblot as a confirmatory test [8]. Furthermore, the two-tier testing scheme was originally proposed to overcome the lack of specificity of *Borrelia* ELISAs. This study has shown that not all of the newer generation ELISAs using recombinant *Borrelia* antigens have improved specificity compared to older serological assays [9, 10].

Second, the low level of agreement between the different immunoblots is very disappointing, especially for IgM. This low level of agreement, even at the individual band level, makes it hard to compare immunoblot results from different manufacturers.

Third, a mismatch between immunoblot and ELISA may occur during the early phase of infection. There are numerous

examples—from this and other studies—in which patients with early Lyme disease were initially ELISA-positive and blot-negative [11]. In such cases, immunoblot seroconversion can only be documented in a follow-up sample, and, sometimes, even this option is blocked because antibiotic treatment may interfere with the development of the anti-*Borrelia* antibody response [12]. This is an example of better sensitivity in the ELISAs compared to the immunoblots. Without detailed knowledge of the clinical manifestations and illness duration, reporting these cases as 'negative' could lead to erroneous conclusions.

Finally, several groups can be discriminated based on the ELISA value [10]: a 'high positive' group exhibiting clinical symptoms consistent with a diagnosis of Lyme disease and which can be reported as 'positive' without confirmatory testing, a 'low positive' group in which confirmatory testing may be helpful and, lastly, a negative group that does not require any further investigation. We do not advocate abandoning the use of immunoblots to confirm anti-*Borrelia* antibodies, but we do think that only a selection of samples needs confirmatory blotting. Furthermore, knowledge about the lower sensitivity of immunoblots compared to some of the ELISAs is indispensable in interpreting results.

In conclusion, ELISAs and immunoblots for detecting anti-*Borrelia* antibodies have widely divergent sensitivity and specificity, and immunoblots for detecting anti-*Borrelia* antibodies have only limited agreement. Therefore, the choice of ELISA-immunoblot combination severely influ-

ences the number of positive results, making the exchange of test results between laboratories with different methodologies hazardous. The widespread availability of more specific and sensitive assays for the detection of anti-*Borrelia* antibodies will open the way for a reappraisal of the two-tier testing system.

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8. Wormser GP, Carbonaro C, Miller S, Nowakowski J, Nadelman RB, Sivak S, Aguero-Rosenfeld ME (2000) A limitation of 2-stage serological testing for Lyme disease: enzyme immunoassay and immunoblot assay are not independent tests. *Clin Infect Dis* 30(3):545–548
9. Jansson C, Carlsson SA, Granlund H, Wahlberg P, Nyman D (2005) Analysis of *Borrelia burgdorferi* IgG antibodies with a combination of IgG ELISA and VlsE C6 peptide ELISA. *Clin Microbiol Infect* 11(2):147–150
10. Strisnians A, Goossens VJ, Nulens E, Bruggeman CA (2006) Comparison of five different immunoassays for the detection of *Borrelia burgdorferi* IgM and IgG antibodies. *Clin Microbiol Infect* 12(7):648–655
11. Wormser GP, Nowakowski J, Nadelman RB, Visintainer P, Levin A, Aguero-Rosenfeld ME (2008) Impact of clinical variables on *Borrelia burgdorferi*-specific antibody seropositivity in acute-phase sera from patients in North America with culture-confirmed early Lyme disease. *Clin Vaccine Immunol* 15(10):1519–1522
12. Aguero-Rosenfeld ME, Nowakowski J, Bittker S, Cooper D, Nadelman RB, Wormser GP (1996) Evolution of the serologic response to *Borrelia burgdorferi* in treated patients with culture-confirmed erythema migrans. *J Clin Microbiol* 34(1):1–9

EDUCATION FOR PHYSICIANS

- Very little is taught about Lyme disease and tick borne diseases in medical school
- Often a person with Lyme disease is marginalized and ostracised by the medical community due to the lack of knowledge about this disease
- We need to focus on education especially for the GP's and the ER physicians who will see the Acute Lyme patient when this disease is curable
- We need doctors to treat right away and not be waiting for test results since the window to treat Acute Lyme is very narrow
- Presently the College of Physicians and Surgeons of Ontario cannot provide a Lyme Literate Physician anywhere in this province who is trained in how to treat late stage Lyme disease
- Due to the lack of available Lyme Specialists, residents of Ontario are forced to seek medical treatments in the US at their own expense often resulting in bankruptcy.

Lyme disease is on the increase

Message from the Chief Medical Officer of Health

Ontario is seeing an increase in human cases of Lyme disease and an increase in numbers and range of black-legged ticks, especially in southern Ontario.

Reporting of all cases is critical.

Lyme disease is a preventable disease caused by a *Borrelia burgdorferi* bacterial infection and transmitted through the bite of an infected tick.

In Ontario, the black-legged tick (or deer tick) *Ixodes scapularis* is the sole vector of *B. burgdorferi*. People who spend time outdoors may encounter other tick species, but only the black-legged tick can transmit the Lyme disease bacteria. These ticks are small (3-5 mm) and people often do not realize they have a black-legged tick on them.

Risk Areas

The greatest risk of acquiring Lyme disease is found in areas where black-legged ticks carrying the bacteria are endemic (well-established).

The endemic areas in Ontario include:

- Long Point Provincial Park (northwest shore of Lake Erie near Port Rowan)
- Point Pelee National Park (near Leamington)
- Prince Edward Point National Wildlife Area (located at the southeastern tip of Prince Edward County)
- St. Lawrence Islands National Park (near Brockville)
- Rondeau Provincial Park (southeast of Chatham)
- Turkey Point Provincial Park (near Port Rowan)
- Wainfleet Bog Conservation Area (in Port Colborne)

The black-legged tick also feeds on birds and can be transported to almost anywhere in the province; therefore, Lyme disease can be acquired almost anywhere in the province.

When a person is showing signs and symptoms of Lyme disease, health care professionals should consider this diagnosis even if the person is not from, or has not visited, an endemic area.

Persons can come into contact with ticks from early spring to the end of fall. The ticks can also be active in the winter in areas with no snow and mild temperatures (>4°C).

Let's
Target
Lyme 

www.ontario.ca/lyme

Highlights:

- Since 2005, there has been an increasing trend in the number of Lyme disease cases acquired in Ontario.

REPORT:

- Lyme disease is a reportable disease as per O. Reg. 559. Clinically diagnosed Lyme disease, even in the absence of laboratory confirmation, should be **reported** to your local public health unit.

TEST:

- While the probability is low, it is possible to acquire Lyme disease almost anywhere in Ontario. If you suspect Lyme disease, have the patient **tested**.

TREAT:

- Early **treatment** with appropriate antibiotics is important.

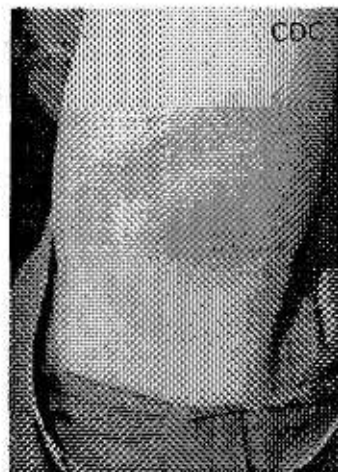
Information for Clinicians

Clinical Presentation

The incubation period for *B. burgdorferi* is usually one to four weeks after a bite from an infected tick. Early infection is characterized in 70 to 80 per cent of cases by erythema migrans, a skin lesion commonly known as a "bull's eye rash" (see picture, right).

Other early symptoms include fever, headache, muscle and joint pains, fatigue and stiff neck. Clinical diagnosis can sometimes be difficult as the symptoms can mimic many other diseases.

If left untreated, Lyme disease can progress to an early-disseminated disease with migraines, weakness, multiple skin rashes, painful or stiff joints, cardiac abnormalities and extreme fatigue. If the disease continues, arthritis, along with neurological symptoms such as headaches, dizziness, numbness and paralysis can occur.



(see over)

Lyme Disease is on the increase

Treatment

If treated early with appropriate antibiotics, patients can expect to make a full recovery¹. People should seek medical attention if symptoms develop within 30 days of suspected tick exposure. If the patient still has the tick, or a health care professional removes it, submit the tick to the local public health unit where it will be sent for identification and Lyme bacteria testing (black-legged ticks only species tested). If the initial infection is not treated, then infection can become difficult to treat and patients may experience joint, heart and neurological symptoms.

Testing

Laboratory testing is used to support the diagnosis of Lyme disease and should be used in conjunction with clinical signs and symptoms². It is up to the attending physician to make the diagnosis and determine treatment. Patients tested during early infection may not have developed antibodies (negative serology) to the bacteria, making detection difficult; therefore, testing patients again in four weeks is recommended. Health Canada-approved blood tests are performed at the Ontario Public Health Laboratory and follow the recommendations of the Canadian Public Health Laboratory Network.

Testing patients for Lyme disease can be requested by writing "Lyme Serology" on the requisition form and providing clinical background.

The Centers for Disease Control and Prevention in the United States and the Public Health Agency of Canada caution health care professionals and the public regarding the use of private laboratories offering Lyme disease testing in the USA. These "for-profit" laboratories may not follow the same testing protocols as most provincial, state and federal laboratories in Canada and the USA.

Removing a Tick

- Using fine-tipped tweezers, carefully grasp the tick as close to the skin as possible. Pull it straight out, gently but firmly.
- Do not squeeze the tick. Squeezing can accidentally introduce Lyme bacteria into the body.
- Do not put anything on the tick, or try to burn the tick off.
- After tick removal, place it in a screw-top bottle (pill vial or film canister) and submit it to your local health unit for identification and testing. Establishing the type of tick will help assess the risk of acquiring Lyme disease.
- It is important to remember where the person most likely acquired the tick. It will help public health workers to identify areas of higher risk.
- Thoroughly cleanse the bite site with rubbing alcohol and/or soap and water.

If the tick is removed soon after its attachment, it will help to prevent infection as not all black-legged ticks are infected. An infected black-legged tick has to be feeding for at least 24 hours before it can transmit the bacteria to the human host.

For Further Information:

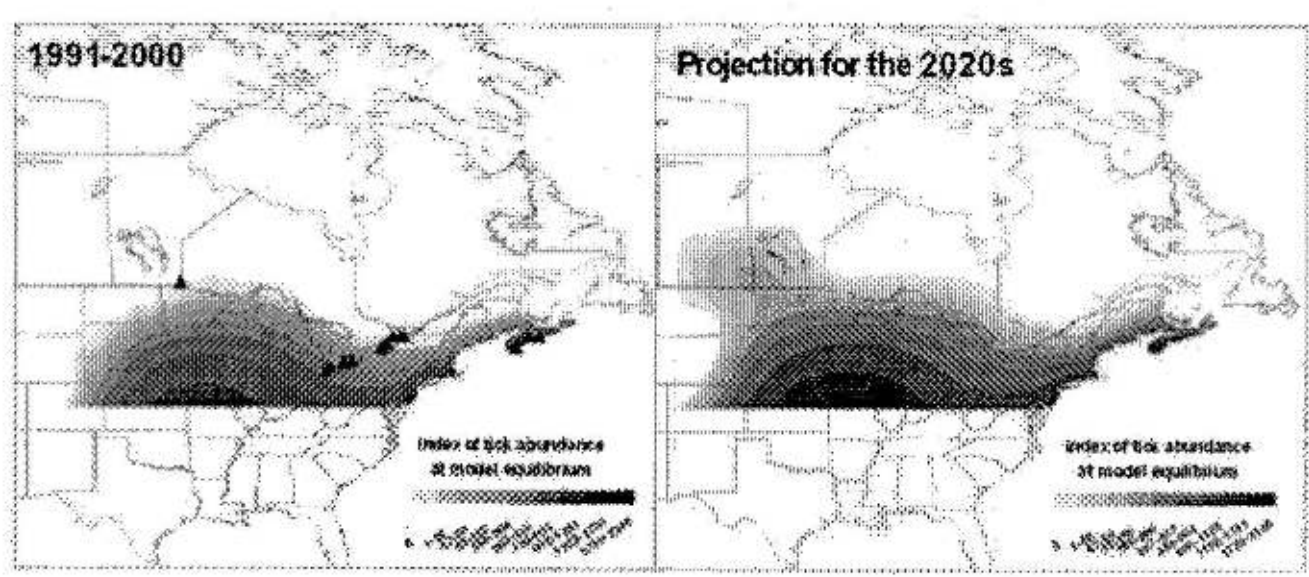
1. Canadian Family Physician: Lyme Disease, a zoonotic disease of increasing importance to Canadians. <http://www.cfp.ca/cgi/reprint/S4/10/1381.pdf>
2. The laboratory diagnosis of Lyme borreliosis: Guidelines from the Canadian Public Health Laboratory Network. <http://www.pulsus.com/journals/abstract.jsp?HCty pe=Physician.&CurrPg=abstract&jnlKy=3&atlKy=7231&isuKy=711&isArt=t&f romfold=&>
3. Erythema Migrans Lesions of Lyme Disease Photos. http://www.cdc.gov/ncidod/dvbid/lyme/Id_LymeDiseaseRashPhotos.htm
4. Ontario Lyme Disease Fact Sheet <http://www.health.gov.on.ca/en/public/publications/disease/lyme.aspx>
5. Health Canada, It's Your Health: Lyme Disease http://www.hc-sc.gc.ca/hl-vs/alt_formats/pacrb-dgapcr/pdf/iyh-vsv/diseases-maladies/lyme-eng.pdf
6. Public Health Agency of Canada: Ticks and Lyme Disease. <http://www.phac-aspc.gc.ca/id-mi/tickinfo-eng.php>

Let's
Target
Lyme 
www.ontario.ca/lyme

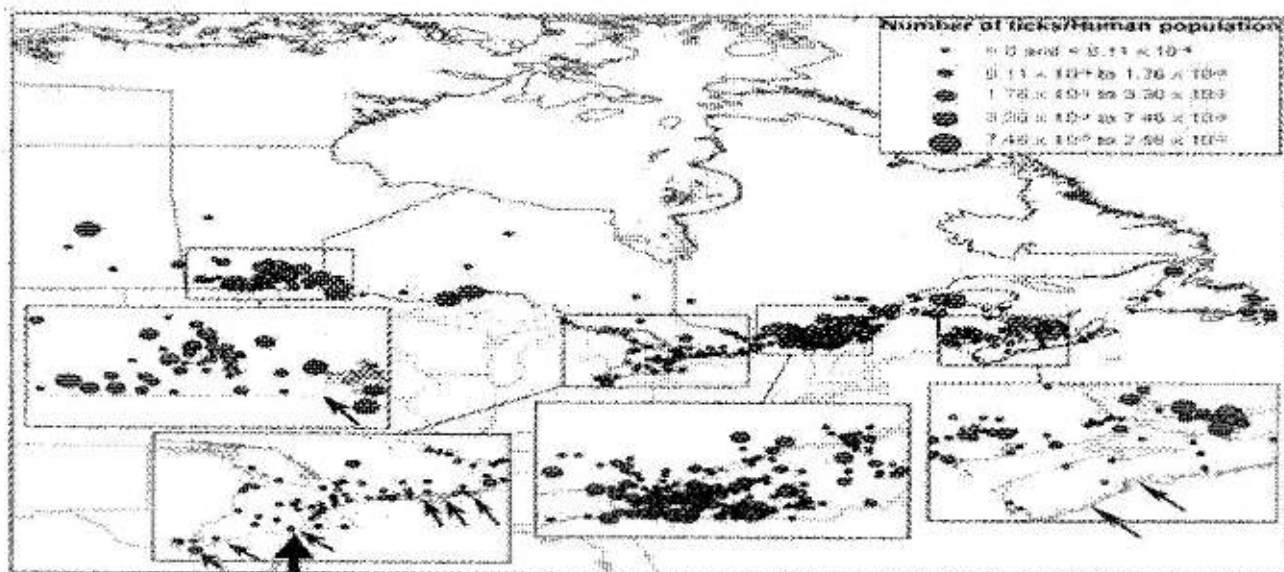
These maps are from the Public Health of Canada – Canadian Communicable Disease Report Jan 2009

The rising challenge of Lyme borreliosis in Canada, Canada Communicable Disease Report 1 January 2008 • Volume 34 • Number 01 NH Ogden, DPhil, (1), LR Lindsay, PhD, (2), M Morshed, PhD, (3), PN Sockett, PhD, (4), H Artsob, PhD, (2)

<http://www.phac-aspc.gc.ca/publicat/ccdr-rmtc/08vol34/dr-rm3401a-eng.php> (to view whole doc)

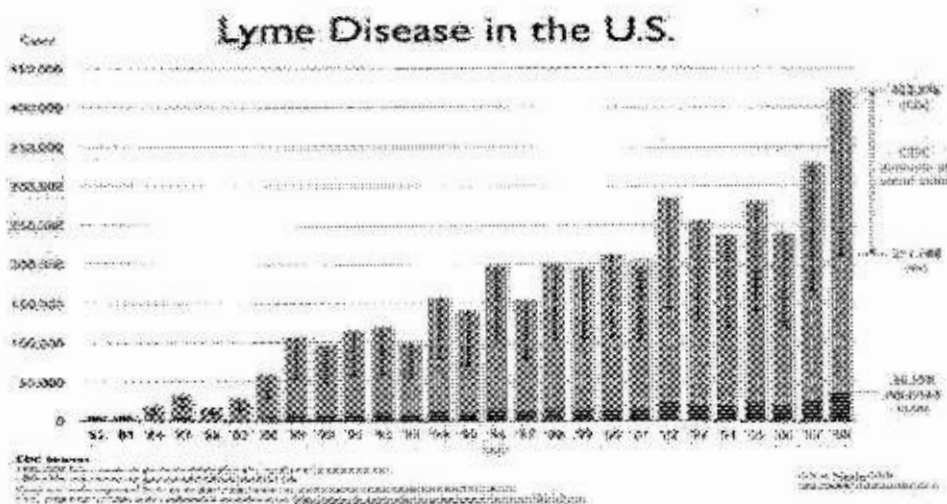


This map is the projected spread of the black legged ticks. You can see that southern Ontario was well covered in 2000 and will be completely covered by 2020.



This map represents the black legged ticks collected by passive surveillance from 1990-2003

EPIDEMIC ACROSS THE WORLD



CDC ESTIMATES OVER 400,000 CASES IN THE US ANNUALLY WITH MOST EPIDEMIC STATES BORDERING WITH CANADA YET HERE IN CANADA PHAC REPORTS CASES IN THE LOW 100'S – WE ARE MISSING CASES DUE TO THE FAULTY TESTING AND LACK OF KNOWLEDGE IN THE MEDICAL FIELD

Some of the Canadian News Coverage on the spread of Lyme disease and lack of treatment options in Canada

- W5 Out of the Wild
http://www.ctv.ca/CTVNews/WFive/20091113/w5_lyme_091114/
- 16:9
<http://www.globalnews.ca/Lyme+Disease+Lepers/2097103/story.html>
- CTV news coverage on Lyme
http://www.ctv.ca/CTVNews/Health/20090608/lyme_090608/
http://www.ctv.ca/CTVNews/Health/20090919/lyme_disease_090919/

ADDITIONAL INFORMATION ON LYME DISEASE

- Canadian Lyme Foundation www.canlyme.com

(Has information and research on Lyme disease as well as personal stories of Canadians suffering from Lyme)

- Dr. E. Murakami Centre for Lyme

murakamicentreforlymebc.giving.officelive.com/default.aspx

(Dr. E Murakami is a Lyme literate Physician from BC who treated thousands of people with Lyme disease. His Centre provides information on Lyme disease and its treatments. He also does seminars and phone consultations with patients and doctors across this country trying to educate about Lyme disease.)

- LYME DISEASE ASSOCIATION OF ONTARIO

<http://www.lymeontario.org/>

- ILADS (International Lyme and Associated Diseases Society)

www.ILADS.com

- **UNDER OUR SKIN – LYME DISEASE DOCUMENTARY**

This documentary was done in the US about the epidemic Lyme disease is becoming. What is happening in the US mirrors what is happening here in Canada. Clips can be seen at the website www.underourskin.com or the full movie is available on demand through many cable services. This is a must see movie as it explains what Lyme disease is and its effects on a person and the society better than words can say

QUOTE

- Dr. Nick Ogden, a Lyme disease specialist at the Public Health Agency of Canada, told CBC, "We have to be careful how we manage the risk to the public. We don't want to make an enormous scare, because going out into the great outdoors is a healthy thing to do."
- I agree that it is important to go outside it is also important to protect oneself
- How can one protect themselves if they don't know they need protect
- Public health has to made Lyme education a priority
- We need to educate the public and the doctors because no one want to enjoy a picnic for one afternoon, contract Lyme disease then be disabled for the rest of their life and that is what is happening now
- Lyme disease is a serious threat to the Public health of Ontario and we need to implement the changes requested in the petition to help stem the spread of this disease



5(e)
Bob BAILEY
MPP • Sarnia-Lambton

PETITION

TO THE LEGISLATIVE ASSEMBLY OF ONTARIO

WHEREAS, the tick-borne illness known as Chronic Lyme Disease, which mimics many catastrophic illnesses, such as Multiple Sclerosis, Crohn's, Alzheimer's, arthritic diabetes, depression, Chronic Fatigue and Fibromyalgia is increasingly endemic in Canada, but the scientifically validated diagnostic tests and treatment choices are currently *not* available in Ontario, forcing patients to seek these in the USA and Europe;

WHEREAS, the *Canadian Medical Association* informed the public, governments, and the medical profession in May 30, 2000 edition of their professional journal that **Lyme Disease is endemic throughout Canada**, particularly in Southern Ontario;

WHEREAS, the Ontario Public Health system and the Ontario Health Insurance Plan currently do not fund those specific tests that accurately serve the process for establishing a clinical diagnosis, but only recognize testing procedures known in the medical literature to provide false negatives 45 to 95% of the time;

WE, THE UNDERSIGNED, petition the legislative assembly of Ontario to request the Minister of Health to direct the Ontario Public Health system and OHIP to include all currently available and scientifically verified tests for Acute and Chronic Lyme diagnosis, to do everything necessary to create public awareness of Lyme Disease in Ontario, and to have internationally developed diagnostic and successful treatment protocols available to patients and physicians.

Name (print clearly):	Address:
Signature:	Town/City:
E-mail Address:	Postal Code:

Name (print clearly):	Address:
Signature:	Town/City:
E-mail Address:	Postal Code:

Name (print clearly):	Address:
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Name (print clearly):	Address:
Signature:	Town/City:
E-mail Address:	Postal Code:

Name (print clearly):	Address:
Signature:	Town/City:
E-mail Address:	Postal Code:

DO NOT FAX Please return original signatures to
 Bob Bailey, MPP for presentation in the Ontario Legislature
 836 Upper Canada Drive, Sarnia ON N7W 1A4
 Note: Petitions require original signatures – **photocopies will not be allowed**

To date I have presented to three municipal councils and I am on the agenda of other municipalities in southern Ontario. I am also contacting all the municipalities in the province on this issue. Lambton and Huron County have endorsed the petition. As well as endorsing the petition the County of Huron has sent a letter to Premier McGuinty asking him for action on "this very distressing disease that is affecting the livelihood of residents in Ontario". Middlesex is bring the issue forward to the next level in their organization as well as reaching out to various advocacy groups that council members are a part of on the public's behalf.

My hope is that all municipal governments can lend their clout to this petition. It won't be long before everyone is affected in one way or another by this insidious disease. In the US this disease is now being called an epidemic by many health officials and its moving North. We need a strong response from our elected officials who are responsible for the public health of all the citizens of Ontario and Canada.

Thank you for taking the time to investigate this very urgent public health issue.

Christine Heffer



Corporation of the
COUNTY OF HURON

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

519-524-8394 (ext. 257)
Fax 519-524-2044

5(e)

July 6th, 2011.

The Hon. Dalton McGuinty,
Premier of the Province of Ontario,
Room 281, Main Legislative Building,
Queen's Park,
Toronto, ON M7A 1A1

Honourable Premier:

The Council of the Corporation of the County of Huron recently heard a presentation from Christine Heffer, an Ontario resident living with Lyme Disease. The following Motion was passed by Council at their July 6th, 2011 Council meeting:

WHEREAS:

The tick-borne illness known as Chronic Lyme Disease, which mimics many catastrophic illnesses, such as Multiple Sclerosis, Crohn's, Alzheimer's, arthritic diabetes, depression, Chronic Fatigue and Fibromyalgia is increasingly endemic in Canada, but the scientifically validated diagnostic tests and treatment choices are currently not available in Ontario, forcing patients to seek these in the USA and Europe;

AND WHEREAS:

The Canadian Medical Association informed the public, governments, and the medical profession in the May 30, 2000 edition of their professional journal that Lyme Disease is endemic throughout Canada, particularly in Southern Ontario;

AND WHEREAS:

The Ontario Public Health system and the Ontario Health Insurance Plan currently do not fund those specific tests that accurately serve the process for establishing a clinical diagnosis, but only recognize testing procedures known in the medical literature to provide false negatives 45 to 95% of the time;

.../2

The Hon. Dalton McGuinty,
Premier of the Province of Ontario.
Re: Lyme Disease

July 6th, 2011.
Page 2 of 2.

NOW THEREFORE BE IT RESOLVED THAT:

The Council of the County of Huron petition the legislative assembly of Ontario to request the Minister of Health to direct the Ontario Public Health system and OHIP to include all currently available and scientifically verified tests for Acute and Chronic Lyme diagnosis, to do everything necessary to create public awareness of Lyme Disease in Ontario, and to have internationally developed diagnosis and successful treatment protocols available to patients and physicians.

Your attention to this very distressing disease that is affecting the livelihood of residents in Ontario is greatly appreciated.

Sincerely,



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

c.c. The Hon. Deborah Matthews, Minister of Health and Long-Term
Care
The Hon. Carol Mitchell, MPP Huron-Bruce
Bob Bailey, MPP Sarnia-Lambton
Christine Heffer, cheffer@cogeco.ca



PAGE 1 OF 2

APPENDIX B-2A

**CITY OF SAULT STE. MARIE
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED**

APPROVALS

NOTE: All signatures of approval must be provided on one original form.

Name of Group/Organization: CANADIAN LOUNGE / SAULT STEELERS FOOTBALL
 Contact Person: ALBERT MARRELLI Telephone No. 705 945 1127
 Name of Event: SAULT STEELERS FOOTBALL GAME
 Date(s) of Event: SAT JULY 30 / 11 Site: QUEEN ELIZABETH SPORT COMPLEX
 Times of Event: 7:00 PM - 10:00 PM Location: ROCKY DI PIETRO FIELD
 Times of Beer Garden: 6:00 PM - 10:00 PM
 Name of Permit/Licence Holder: YORKMAN HOLDINGS (CARTEEN MARRELLI) Name of Identified Designate: ALBERT MARRELLI
 Signature of Permit/Licence Holder: [Signature] Signature of Identified Designate: [Signature]
 Address of Permit/Licence Holder: 50 GRANOVILLE CRES. Address of Identified Designate/Telephone: 113 GLEN AVE 705 945 1127
 Telephone/E-Mail: 705 949 4158 Telephone/E-Mail: _____

1. Sault Ste. Marie Police Service

[Signature]
 Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]
 Signature of Official

3. Algoma Public Health
Environmental Health

[Signature]
 Signature of Official

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

[Signature]
 Signature of Official

TO BE POSTED AT EVENT

FOR OFFICE USE ONLY

City Council Approval Received on _____
 Date

C.S.D. Staff Representative _____
 Signature

5(f)

Note: This form must be completed and handed in to the site supervisor two weeks prior to the event.

INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED

Name of Group/Organization: CANADIAN LOUNGE / SAULT STEELERS FOOTBALL
Contact Person: ALBERT MACRELLI Telephone #: 253-3257 WORK
Name of Event: SAULT STEELERS FOOTBALL
Date(s) of Event: SAT JULY 30/11 Site: ROCKY DIPIETRO FIELD
Times of Event: 7pm/10pm Location: QUEEN ELIZABETH SPORTS COMPLEX
Times of Beer Garden: 6pm - 10pm
YOUTOWN HAWKINS (CARMEN MACRELLI) ALBERT MACRELLI
Name of Permit/Licence Holder Name of Identified Designate
X ALBERT MACRELLI ALBERT MACRELLI
Signature of Permit/Licence Holder Signature of Identified Designate
80 CANADIAN CAFE 113 GLEN AVE
Address of Permit/Licence Holder Address of Identified Designate
705 949 4158 705 945 1127
Telephone/E-Mail Telephone/E-Mail

Number of SMART SERVE Trained Event Staff (bartenders, ticket sellers, cashiers, servers, floor and door monitors) required by C.S.D. representative: (normally a minimum 3 per shift). This information must be provided in writing at least one week prior to the event.

Number of event staff X Number of shifts = event staff

Names and Certification Numbers of Event Staff (bartenders, ticket sellers, cashiers, servers, floor and door monitors) required per shift - include name, SMART SERVE Certification # and shift hours) (Please attach additional sheet if required):

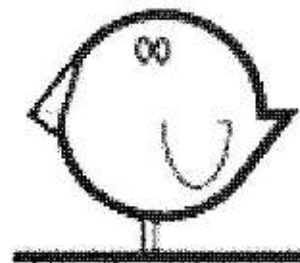
1.	<u>ANITA NORBOURN</u>	<u>000 426 000 150</u>
2.	<u>CHRISTINE McLENN</u>	<u>0609 2930 1615</u>
3.	<u>MARIE GARDINETTE</u>	<u>9703 13 15 4905</u>
4.		
5.		
6.		
7.		
8.	<u>MORE NAMES TO FOLLOW</u>	
9.	<u>WITH SECURITY PERSONNEL</u>	
10.		

Number of Security/Control Persons Required: _____

Will a Tent(s) be used? Yes () No () If a tent will be used please indicate the size. The C.S.D. staff representative must approve the location of the tent. _____

5(g)

June 21, 2011



Donna Irving, City Clerk
99 Foster Drive
Sault Ste Marie, On
P6A 5N1

Dear Ms. Irving,

We are once again requesting to extend the liquor license at 651 Queen St East (Loplop Gallery Lounge) to include the sidewalk immediately in front of the business. The approximate area to be licensed is 25' by 25'. We are requesting the extension for Friday August 5th and Saturday August 6th, 2011. This licensing will coincide with the 8th Annual Buskerfest. I sit on this board of directors and this request has been approved by the board.

If you require any further information please do not hesitate to contact me at 945.0754.

Thank you for your consideration,

Sincerely,

Stephen Alexander
Owner - Loplop Gallery Lounge

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Jeff DePiero (Kristine Thomas) TELEPHONE: 705-257-8464ADDRESS: 122 Bishops Court POSTAL CODE: P6A 3V9

The above person hereby makes application for the closing of

Bishops Court

(Name of street to be closed)

from 100 to 144
(reference points - street numbers, cross streets, etc.)on the 6th day of August, 20 11 from 2 am/pm to 10 am/pm
for the purpose of Street Party**APPROVALS SECTION:**

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

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

Sgt. R. Magnan # 209 JUN 24 2011
Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Jeff DePiero (Kristine Thomas) TELEPHONE: 705-257-8461ADDRESS: 122 Bishops Court POSTAL CODE: P6A 3V9

The above person hereby makes application for the closing of

Bishops Court

(Name of street to be closed)

from 100 to 144

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

on the 6th day of August, 20 11 from 2 am/pm to 10 am/pmfor the purpose of Street PartyAPPROVALS SECTION:

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

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

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of OfficialCITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Jeff DePiero (Kristine Thomas) TELEPHONE: 705-257-8468ADDRESS: 122 Bishops Court POSTAL CODE: P6A 3V9

The above person hereby makes application for the closing of

Bishops Court

(Name of street to be closed)

from 100 to 144

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

on the 6th day of August, 20 11 from 2 am/pm to 10 am/pmfor the purpose of Street Party**APPROVALS SECTION:**

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

Signature of Official_____
Signature of Official

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

Signature of Official_____
Signature of Official

- | | |
|---|--|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|--|

Signature of Official_____
Signature of Official**CITY CLERK SECTION:**

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

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Jeff DePiero (Kristine Thomas) TELEPHONE: 705-257-8461ADDRESS: 122 Bishops Court POSTAL CODE: P6A 3V9

The above person hereby makes application for the closing of

Bishops Court

(Name of street to be closed)

from 100 to 144

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

on the 6th day of August, 20 11 from 2 am/pm to 10 am/pmfor the purpose of Street Party**APPROVALS SECTION:**

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____, _____
(date) (By-law No.)

Frank F. Coccimiglio
Manager, Information Technology
Division



FINANCE DEPARTMENT
Information Technology (IT)
Division

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

July 18th, 2011

JUL 11 2011

TO: Mayor and Members of City Council

LEGAL DEPARTMENT

RE: Immigration Portal, Phase Four Contracts with Ministry of Citizenship and Immigration.

Overview

March 12th 2007, Council gave its approval for the City to proceed with the Ministry of Citizenship and Immigration on the development of an Immigration Portal. Since then, "Discoverthesault" Immigration Portal was launched and has been a success. We are now in Phase four of additional development. The Ministry has drafted the supporting contracts for *Phase Four: Special Project ~ Job Board and Video Library* for your consideration. The contract expires August 31, 2012, after which, it is understood that the portal will be sustained by the City. The agreement sets out that the province will provide the City with funding in the amount of \$110,000.00 to enable the City to establish and maintain a Job Board and Video Library for the Immigration Portal.

Recommendation

Attached this evening are the agreements outlining the legal agreement confirming the funding deliverables for the Project and the City's performance commitments for the development of the Phase Four Job Board and Video Library. Also attached is the necessary by-law for the execution of the agreements.

We ask that Council execute the attached agreements and pass the necessary by-law.

Frank Coccimiglio

A handwritten signature in cursive script, appearing to read "Frank Coccimiglio".

Manager, Information Technology Division

A handwritten signature in cursive script, appearing to read "W. F. F.".

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



5(j)
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

2011 07 18

Mayor Debbie Amaroso 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. **Terrance Dubois – Fire Services**
CN Railroad Emergency Response Seminar
November, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 640.00
Estimated net cost to the City - \$ 640.00
2. **Madison Zuppa – Engineering & Planning – Environmental Initiatives**
Green Expo 2011
July, 2011
Desbarats, Ontario
Estimated total cost to the City - \$ 0.00
Estimated net cost to the City - \$ 0.00
3. **Josh Martella - Engineering & Planning - Environmental Initiatives**
Green Expo 2011
July, 2011
Desbarats, Ontario
Estimated total cost to the City - \$ 0.00
Estimated net cost to the City - \$ 0.00

4. **Joseph Fratesi – CAO's Office**
Northern Growth Plan Meeting – NAC Committee
July, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 1,129.20
Estimated net cost to the City - \$ 1,129.20

5. **Kathy Fisher – Community Services Department- Recreation & Culture**
Wasaga Under Seige
July, 2011
Wasaga Beach, Ontario
Estimated total cost to the City - \$ 1,831.00
Estimated net cost to the City - \$ 0.00

6. **Louise McAuliffe – Community Services Department- Recreation & Culture**
Wasaga Under Seige
July, 2011
Wasaga Beach, Ontario
Estimated total cost to the City - \$ 290.00
Estimated net cost to the City - \$ 0.00

7. **Elia Marini – Community Services Department – Recreation & Culture**
Wasaga Under Seige
July, 2011
Wasaga Beach, Ontario
Estimated total cost to the City - \$ 290.00
Estimated net cost to the City - \$ 290.00

8. **William Freiburger – Finance Department**
Municipal Finance Officers Annual Conference
September, 2011
Collingwood, Ontario
Estimated total cost to the City - \$ 2,060.75
Estimated net cost to the City - \$ 2,060.75

9. **Jacob Bruzas – Finance Department**
2011 Diamond Client Summit (City Software Provider)
September, 2011
Huntsville, Ontario
Estimated total cost to the City - \$ 792.50
Estimated net cost to the City - \$ 792.50

Yours truly,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2011 07 18

Mayor Amaroso
And Members of City Council

Re: Changes to Travel Policy

City staff have reviewed the travel policy relating to transportation costs. Both City Council and City staff are governed by the same policy.

In consultation with the Commissioner of Human Resources, we are recommending the following changes to the travel policy under section 4 (1) relating to public transportation expenses.

4. Travel Expenses of Members of Council and City Staff

The Corporation shall reimburse Members of Council and City staff for expenses incurred while travelling outside the municipality in their capacity as follows:

- (1) Use the most economical means of travel to the destination. In some cases it may be by air giving consideration to out of office travel time. In other cases, a car is the only real alternative.
- (2) Public transportation expenses or if a personal automobile is used, a car allowance based on the rate in effect in the agreement between the City Corporation and Local 67 of the Canadian Union of Public Employees.
- (3) Travel by Motor Vehicle

For travel greater than 250 km from Sault Ste. Marie by motor vehicle, the employee has a choice of the following options:

1. Rental Vehicle in the City's name

The motor vehicle will be rented from the provider(s) designated by the City. The provider will be required to ensure that full insurance coverage as designated by the City will be applied to the rental vehicle. The vehicle will be no less than a mid-size car and shall be used only for travel to and from the destination with no personal use. The vehicle provider shall bill the City directly for the rental.

2. Use of a Rented Vehicle

A Member of City Council or City staff may rent a vehicle and the City shall reimburse the at 55% of the current kilometer rate (i.e. \$0.50 x 55% - 2011) for the kilometer distance from Sault Ste. Marie to the destination and return pursuant to the Official Province of Ontario Roadmap. The City shall not be responsible for any kilometers travelled for personal use.

3. Use of a Personal Vehicle

An Member of City Council or City staff may use their personal vehicle for travel and the City shall reimburse the at 55% of the current kilometer rate (i.e. \$0.50 x 55% - 2011) for the kilometer distance from Sault Ste. Marie to the destination and return pursuant to the Official Province of Ontario Roadmap. The City shall not be responsible for any kilometers travelled for personal use.

4. Use Engineering Department vehicle if available.

An employee may use an Engineering Department vehicle if available. Travel from the City to destination and return only with no personal use.

Revised Meal Expenses

Travel by-law 2006-36 was approved by City Council on March 6, 2006.

Clause 4 (5) (viii) of the travel by-law states that amounts set out in clause 4 shall be increased by the annual CPI for the immediately preceding year.

From March 2006 to October 2010 the CPI index has increased 8.8%.

Based on the by-law the following cost reimbursements were changed as of January 01, 2011.

	<u>Original Rate</u>	<u>Revised Rate</u>
Breakfast	\$12.00	\$13.00
Lunch	17.00	18.50
Dinner	26.00	28.25
Incidental Costs	11.00	12.00

Accommodation with Friends or Relatives –

Initial night	\$40.00	\$43.50
Each additional night	\$25.00	\$27.25

Revised Travel Amounts for Council

The by-law also states that the Council travel budget allocation be increased by CPI. The travel budget was increased by \$5,500 in 2011 based on the CPI increases. The allocation was also reduced by \$3,425 in the 2010 budget due to a corporate wide reduction in travel and training costs.

	<u>Original Rate</u>	<u>New Rate</u>
Mayor	\$ <u>24,000.00</u>	\$ <u>24,780.00</u>
Councillors –		
12 Councillors @ \$2,581.25 each	30,000.00	30,975.00
AMO Executive Meetings	1,500.00	1,550.00
FONOM Executive Meetings	1,500.00	1,550.00
International Travel	<u>7,000.00</u>	<u>7,220.00</u>
Total Councillors	\$ <u>40,000.00</u>	\$ <u>41,295.00</u>
Total City Council	\$ <u>64,000.00</u>	\$ <u>66,075.00</u>

Recommendation

Council amend travel by-law 2006-36 with the above changes.


W. Freiburger
Commissioner of Finance and Treasurer
Finance Department

WF/kl

c.c. J. Luszka


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer



2011 07 18

Mayor Debbie Amaroso and
Members of City Council

**RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE – 2012
CENTRAL REGION MIDGET AAA CHAMPIONSHIP**

In 2008, City Council established an annual fund in the amount of \$20,000.00 to provide financial support and incentive to eligible groups to facilitate hosting certain conferences and major special events coming into the City. The Conferences and Major Special Events Committee reviews requests for funding and provides a recommendation to City Council. For 2012, the available funding is \$20,000. There is one eligible funding request to date for a 2012 event.

2012 CENTRAL REGION MIDGET AAA CHAMPIONSHIP

The Sault Major Hockey Association has submitted a request for \$10,000 in municipal funding for this event which will be held at the Essar Centre from April 2 to 8, 2012. The application met the purpose, rationale and all eligibility criteria of the policy guideline for funding to a maximum of \$5,000. The Committee recommends that this event receive \$5,000 in funding which will be applied to the facility rental costs of the Essar Centre.

It should be noted that Tourism SSM has also committed \$1,500 in funding to this event.

A copy of the submission is attached for the information of Council.

Recommendation

At this time, there are no further applications currently under consideration for 2012 funds.

Therefore, the Committee's recommendation is that Council authorize municipal financial support in the amount of \$5,000 for the 2012 Central Region Midget AAA Championship, with funds to come from the 2012 Conferences and Major Special Events fund.

Respectfully submitted

Councillor Susan Myers, Chair
Conferences and Major Special Events Committee

Attachments



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



DEVELOPMENT
Sault Ste. Marie
a division of the SSMEDC



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



TOURISM
Sault Ste. Marie
a division of the SSMEDC

January 14, 2011

Conference and Major Special Events Committee
c/o Clerks Office
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON. P6A 5X6

Dear Committee Members:

Please find attached correspondence from the Organizing Committee for the **2012 Midget AAA Telus Cup central region Championships** which we are bidding on to host in Sault Ste. Marie from April 2-8, 2012. They have requested **\$10,000** in funds from the **Conference and Major Special Events Support/Assistance program**.

This city-wide event will bring over **400 delegates** from across Ontario for 7 days and will provide for a total of **2,800 total visitor days**. The size and scope of the event would qualify this event for funding under the current guidelines

Tourism Sault Ste. Marie has committed **\$1,500** in funding to assist the organizing Committee is hosting this event, as well as costs associated with the bid process.

This request can be discussed by the Committee at the next scheduled meeting

Regards

Jan McMillan
Executive Director
Tourism Sault Ste. Marie



SAULT MAJOR HOCKEY ASSOCIATION INC.

P.O. Box 172, Sault Ste. Marie, Ontario, P6A 5L6

Telephone: 705-941-9197 Fax: 705-941-9192



January 14, 2011

Re: Application for Financial Assistance, Conferences and Major Special Events Fund

Dear Mayor and City Councillors,

The Sault Major Hockey Association, in partnership with the Soo North Stars Midget AAA club and Tourism Sault Ste. Marie, is bidding on a major tournament, the 2012 Midget AAA Telus Cup Central Region Championships. If successful, it will be one of the highest level tournaments in the history of our community. The support of City Council would be instrumental in insuring not only that our bid is selected, but that the event itself is a success and the Sault Ste. Marie's reputation as a visitor-friendly hockey town is bolstered.

The 2012 Regional Telus Cup, essentially the All-Ontario's -- will feature six of the top teams from across the province, totaling about 500 delegates, everyone from visiting players, coaches, parents, fans, media, scouts and dignitaries. Since a vast majority -- approximately 400 of them -- will be here for seven days, our partner, Tourism Sault Ste. Marie, estimates the event's total economic benefit would be more than \$400,000.

Not only will the event bring hundreds of visitors here for one week, and be a significant benefit for the tourism industry and local economy in general, it will also shine a spotlight on Sault Ste. Marie. A media frenzy of sorts surrounds high-profiled events like this. And, while it's impossible to place a tangible gain, suffice to say there will be significant promotional and marketing benefits for our city as well.

Also, if the event comes to our city, the Soo North Stars will automatically be given a spot. As such, it will give more local players a chance to skate in front of international scouts, providing them a much better shot of continuing their hockey careers to higher levels, be it NCAA college hockey in the U.S., where they can earn a scholarship, the Ontario Hockey League, or professional hockey in North America or Europe.

Finally, if Sault Ste. Marie hosts a successful 2012 Regional Telus Cup -- which your support will help ensure -- our city will be in the running for the National Telus Cup in 2013 or beyond. Put simply, your investment in this event will not only pay off in terms of its returning economic impact, it also has the real potential to lead to larger, national hockey events in the years to come.

Our request from the Conferences and Major Special Events Fund is \$10,000, the amount it will cost to rent ice time for the duration of the event.

With first-rate hospitality, the Sault is a great place to visit. We also have a rich hockey history. Together, let's spread this message far and wide by hosting the 2012 Telus Cup Central Region Championships.

Thank you for your time and consideration,

Adam Caughill

President, Sault Major Hockey Association

cc: Soo North Stars
Tourism Sault Ste. Marie (EDC)
SMHA Board of Directors



Corporation of the City of Sault Ste. Marie
Conferences and Major Special Events Policy

Application for Financial Assistance

Name of Organization: SAULT MAJOR HOCKEY ASSOCIATION

Application Contact Person: ADAM CAUGHILL

Organization Mailing Address: _____

Postal Code: _____

Telephone Number (Day): 946 6499 Email Address: acaughill@city.ca

Application Type: Conference ☐ Major Special Event ☒

Amount Requested: \$ 10,000

Submit the following required attachments with application:

- A. Date of Conference/Event
- B. Conference/Event Budget
- C. Publications, Programmes and Press Articles, Other Supporting Documents
- D. Size and Reach of Event (Local; Regional; National; International)
- E. No. of Delegates and Visitor Days Involved
- F. No. of Out-of-town Attendees
- G. Extent of Media Coverage (Local; Regional; National; International)
- H. Area Facilities and Services Required

Conferences and Major Special Events Policy
Application for Financial Assistance

Terms and Conditions

The City may provide a portion of the financial assistance in advance of the event.

A holdback of funds may be required to pay for the purchase of services from the City of Sault Ste. Marie.

Funding from the City shall not be used for the purchase of alcoholic beverages.

If the event realizes a surplus, the City would expect a refund of their contribution equal to the surplus amount.

Please specify how the financial assistance will be used if approved.

Financial assistance from the City will offset the cost of the Essar Centre for the duration of the event. (see attached Essar Centre quote)

List the names of the Executive or Organizing Committee:

Name: <u>ADAM CARGHILL</u>	Title: <u>SMHA PRESIDENT</u>
Signature: <u>[Signature]</u>	Date: <u>Jan 5, 2011</u>
Name: <u>GEORGE PARSONS</u>	Title: <u>MGE SOO NORTHSTARS / ORGANIZING COMMITTEE</u>
Signature: <u>George Parsons.</u>	Date: <u>05-01-2011</u>
Name: <u>MIKE MURPHY</u>	Title: <u>SMHA SPECIAL EVENTS DIRECTOR</u>
Signature: <u>[Signature]</u>	Date: <u>05-01-2011</u>
Name: <u>MIKE HALL</u>	Title: <u>COACH SOO NORTHSTARS / ORGANIZING COMMITTEE</u>
Signature: <u>[Signature]</u>	Date: <u>Jan 5 - 2011</u>

Conferences and Major Special Event Supporting Documentation

EVENT: 2012 Midget AAA Telus Cup Central Region Championships

A Host Organization & Local Contact Persons:

Adam Caughill
President
Sault Major Hockey Association
PO Box 172
Sault Ste Marie, ON P6A 5L6
acaughill@olg.ca
705-946-6499

B Date, Size and Nature of Event

April 2-8, 2012
North Eastern Regional Hockey Championships

C No of Delegates and Visitor Days Involved

500 total delegates/400 out of town for 7 days = 2,800 visitor days

D Origin and Number of Out of Town Attendees

6 teams from across the province of Ontario

E Publications, Programs, Press Articles and Other Documents:

NOHA Website	Sault Star
OHF Website	SaultToday
SMHA Website	SooNews
Pulse	

F Size and Reach of Event:

Essentially the All Ontario Championships

G Media Coverage:

MCTV News

H Area Facilities and Services Required

Essar Centre
Host Hotel Delta
OLG Casino SSM
Restaurants
Shopping

I Conference/Event Budget:

*attached

J Letters of Support:

*attached

K Level of Support Requested:

Financial assistance in the amount of \$10,000

Budget

2012 Midget AAA Telus Cup Central Region Championships

REVENUE

OHL Greyhounds	\$2,500
OHF	\$2,500
NOHA	\$1,500
City of Sault Ste. Marie	\$10,000
Tourism Sault Ste. Marie	\$1,500
SMHA	\$5,000
Corporate Sponsors	\$35,000
Admissions	\$20,000
Souvenir Sales	\$9,500
Program Sales	\$1,500
Banquet Tickets	\$5,000
Raffles	<u>\$2,000</u>

TOTAL: \$96,000

EXPENSES

Essar Centre	\$10,000
Game Officials	\$5,400
Awards	\$11,600
Banquet	\$14,000
VIP Hospitality	\$5,308
Program Printing	\$4,500
Advertising, Banners, Promo, etc...	\$12,000
Administration, Supplies etc...	\$1,000
Pucks	\$500
Volunteer Costs	\$12,000
Opening Ceremonies	\$1,500
Photographer	\$1,500
Souvenir Costs	\$9,492
Ticket Printing	\$2,200
Souvenir Welcome Bags	<u>\$5,000</u>

TOTAL: \$96,000

5(1)



Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION



TOURISM
Sault Ste. Marie
Since 1990



BUSINESS
Sault Ste. Marie
Since 1990

Adam Caughill, SMHA President
Sault Major Hockey Association
PO Box 172
SSM, ON
P6A 5L6

Dear Mr. Caughill:
Re: 2012 Midget AAA Championships

On behalf of Tourism Sault Ste. Marie, and our many private sector industry partners, I am pleased to provide this letter of support. We are committed to work closely with the Sault Major Hockey Association and the local Midget AAA Committee to bring our community leaders and partners together to host this prestigious tournament.

Tourism Sault Ste. Marie recognizes the economic impact of hosting such an event and we believe Sault Ste. Marie will deliver an excellent venue for teams, their families, spectators and fans; superior to any other city in the province.

Our legacy for hosting extraordinary tournaments and special events is well known, and Sault Ste. Marie embraces the opportunity to build on this success and strives to make each subsequent year better than ever. The Essar Centre will be the ultimate location to host this tournament and Sault Ste. Marie also boasts a wide variety of first class accommodation choices (over 1,200 rooms citywide – all within minutes of the Essar Centre). Attractions such as the Agawa Canyon Tour/Snow Train, Canadian Bushplane Heritage Centre, OLG Casino Sault Ste. Marie and the combination of multiple shopping and dining areas will provide an abundance of options for your attendees to enjoy.

Tourism Sault Ste. Marie proudly welcomes the opportunity to work with you on hosting a very successful 2012 Midget AAA Championship Tournament.

With Regards,

Ian McMillan
Executive Director
Tourism Sault Ste. Marie





LEGISLATIVE ASSEMBLY

December 9, 2010

DAVID ORAZIETTI, M.P.P.
SAULT STE. MARIE

Sault Major Hockey Association
PO Box 172
Sault Ste. Marie, ON
P6A 5L6

Attention: Adam Caughill, SMHA President

Dear Mr. Caughill:

It is with great enthusiasm that I support Sault Ste. Marie's bid to host the 2012 Central Region Midget AAA Championship. I strongly support this bid because it is a fantastic opportunity to experience the natural beauty and hospitality of our great city. Sault Ste. Marie has shown time and again that it is more than capable to assemble teams of reliable committed volunteers needed to make such a large hockey tournament a success.

The 1993 Memorial Cup, 1996 Canadian Gymnastics Championship, 2003 Air Canada Cup, 2004 Little NHL, 2008 OHL All Star game and the 2008 National Aboriginal Hockey Tournament are perfect examples of Sault Ste. Marie's capabilities in organization, execution and performance of major events.

On September 29, 2006 I had the pleasure and honour of being part of the official opening of the Essar Centre, which is not only a symbol of our community's revitalization, but an outstanding sports and entertainment centre in Northern Ontario.

As the Member of Provincial Parliament for Sault Ste. Marie, Ontario, I hope to have the opportunity to welcome visitors of the 2012 Central Region Midget AAA Championship to the community of Sault Ste. Marie.

Sincerely,

David Orazietti, MPP
Sault Ste. Marie

DEBBIE AMAROSO
MAYOR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

December 22, 2010

Sault Major Hockey Association
PO Box 172
Sault Ste. Marie, ON P6A 5L6

Attention: Adam Caughill, President
Sault Major Hockey Association

Dear Mr. Caughill:

Subject: Support to host the 2012 Central Region Midget AAA Championships

On behalf of City Council and the citizens of Sault Ste. Marie, I am pleased to provide this letter of support in your bid to secure the Central Region Midget AAA Championships, April 2-8, 2012. I look forward to extending a warm welcome to all of the participants, officials, dignitaries, friends and families that will be visiting our wonderful city should we be successful in our bid.

We take great pride in hosting major sporting events in our city and we are especially proud of our fantastic Essar Centre. As you know, our sports and entertainment complex really is one of our crown jewels and it is a fitting venue to host such a prestigious tournament as the Central Region Midget AAA Championships.

Sault Ste. Marie is known for being *Naturally Gifted*, and while that generally pertains to our location at the heart of the Great Lakes, it also applies to the citizens and many dedicated volunteers of this city. I am confident that the participants will experience the warmth and friendliness that Sault Ste. Marie is known for. I hope they will have a chance to experience some of our attractions, shopping and dining opportunities during their stay.

I am confident that Sault Major Hockey and your tournament organizing committee will do an outstanding job should we be successful in winning this bid and I look forward to the opportunity of hosting this prestigious event in Sault Ste. Marie.

All the best!

Debbie Amaroso
MAYOR

July 18, 2011

**Mayor Debbie Amaroso
and Members of City Council**

Gravity Park and Dog Park

At the June 27, 2011 City Council meeting, Council passed a resolution pertaining to the "grotto" at Bellevue Park. The resolution addresses a comprehensive review and updating of policies, procedures, and strategic plans for parks and recreation in the City. A portion of the resolution stated

"...Further Be It Resolved that final approval for any new non-traditional uses of public recreational lands in Sault Ste. Marie, including the use and maintenance agreement for the grotto, be deferred until such a review has been concluded."

At the May 9, 2011 meeting, Council, by way of resolution, asked the Parks and Recreation Advisory Committee to provide updates and comments on both the Gravity Park and Dog Park, including potential funding requirements for the City portion.

Given the June 27, 2011 resolution regarding deferring any new non-traditional uses of public recreational lands until the comprehensive review is completed, it is assumed by staff that both the Gravity Park and Dog Park projects are to be put on hold until the review is completed, as both projects are non-traditional uses of public recreational land.

Recommendation

Unless directed to the contrary, City Council approve the deferral of the Gravity Park and Dog Park projects until the comprehensive review of parks and recreation, as approved at the June 27, 2011 Council meeting, has been concluded.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

Journaling grade point & deg. part July 1st

~~RECOMMENDED FOR APPROVAL~~

Joseph M. Fratesi
Chief Administrative Officer

July 18, 2011

Mayor Debbie Amaroso
and Members of City Council



Allocation of Facility Time to Competitive Clubs/Teams

At the May 10, 2010 Council meeting a report was submitted from the Parks and Recreation Advisory Committee on this matter. A copy of that report is attached (Appendix I). As a result, the following resolution was approved:

Moved by - Councillor B. Hayes
Seconded by - Councillor L. Turco
Whereas Council has received the report and recommendations of PRAC; and
Whereas some of PRAC's recommendations were based upon a City policy which grants first right of refusal to historical holders of specific times; and
Whereas this policy may or may not be the most fair and equitable policy;
Now Therefore Be It Resolved that Council request PRAC to review policies regarding sports facility allocation between competitive clubs sharing facilities in other municipalities and report back to Council. **CARRIED.**

The Parks and Recreation Advisory Committee, in conjunction with City staff, surveyed and spoke with nine Municipal Recreation Departments (four northern communities) regarding their policies for the allocation of facility time for competitive sport groups. A copy of the survey results is attached (Appendix II). The results of the survey confirms that Sault Ste. Marie's sports facility allocation policies and procedures for competitive sports organizations sharing municipal facilities is similar to other communities' policies and procedures, that being the allocation of facility time is based on historical usage and also monitored according to user group and community needs.

The Parks and Recreation Advisory Committee is recommending that the policy governing arena and pool rentals have a statement included stating that: "Any new Association / Organization (including a competitive team, a competitive club, or any group that may be part of a structured Association/Organization) seeking permanent (on-going) time at a municipal facility, must submit a written request to the Commissioner of Community Services for approval."

Recommendation

The Parks and Recreation Advisory Committee recommends that ice time and pool time continue to be allocated according to past practice and as established through the existing policy; and furthermore, that a clause be included in the policies stating that: "Any new Association / Organization (including a competitive team, a competitive club, or any group that may be part of a structured Association / Organization) seeking permanent (on-going) time at a municipal facility, must submit a written request to the Commissioner of Community Services for approval."

Respectfully submitted,


Nicholas J. Apostle
Commissioner Community Services
On Behalf of the Parks and Recreation Advisory Committee

RECOMMENDED FOR APPROVAL

Joseph M. Fratepi
Chief Administrative Officer

5(n)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

May 10, 2010

Mayor John Rowswell
and Members of City Council

POOL TIME ALLOCATION

As directed by Council at the January 11, 2010 meeting, the Parks and Recreation Advisory Committee have reviewed this matter and have a recommendation for your consideration. A detailed report is attached.

Recommendation

The Parks and Recreation Advisory Committee recommends the following:

1. That the existing Sault Ste. Marie Aquatic Club, City Lessons, and Aquabics programs not have pool time taken away from their programs for allocation to the Northern Storm Aquatic Club.
2. That Northern Storm Aquatic Club be offered either four (4) lanes for training during the Monday Lane Swim (8:15 to 9:30 p.m.) OR four (4) lanes for training during the Lane Swim program on Wednesdays (8:15 to 9:30 p.m.)
3. That Northern Storm Aquatic Club continue to pursue any additional pool time at other aquatic facilities – YMCA; Norris Centre.
4. That implementation of any changes commence September 2010.

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

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

Nicholas J. Apostle
Commissioner Community Services

Revised pool time allocation cover sept. may 10

attachments



April 26, 2010

Mr. Jerry Bumbaoco, Chair
and Members of the
Parks and Recreation Advisory Committee

POOL TIME ALLOCATION

Background

At Council's January 11, 2010 meeting the following resolution was passed:

*"Whereas there are two significant organized swim clubs that use the John Rhodes facility, those being the Northern Storm Aquatic Club and the Sault Ste. Marie Aquatic Club; and
Whereas the Northern Storm Aquatic Club has been in existence for approximately two years and has comparable membership to the Sault Ste. Marie Aquatic Club; and
Whereas the Northern Storm Aquatic Club currently has allocated 7 hours per week of swim time in comparison to 14 hours per week for the Sault Ste. Marie Aquatic Club; and
Whereas the Northern Storm Aquatic Club has requested additional time for the provision of training for their club members; and
Whereas the time slots offered are not conducive to the efficient and equitable operation of the Northern Storm Aquatic Club, especially as it relates to the younger members with the time slot offered of 9:30 p.m. being far too late;
Now therefore be it resolved that PRAC report back to Council in six weeks with a solution that would provide fair and equitable time to the two organized swim clubs; and
Further that City staff should consider in its report the overall operations of the John Rhodes pool in the solution as opposed to simply the current time allocation."*

At their February 9, 2010 meeting the Parks and Recreation Advisory Committee struck a sub-committee to deal with the resolution and provide a report and recommendation.

Process Followed by the PRAC Swim Sub-Committee

The sub-committee's initial meeting was on February 17th with Community Services Department staff. At this meeting the sub-committee accomplished the following:

- Reviewed the present allocation of pool time (attached).
- Reviewed the City-run programs – Lessons, Lane Swim, and Aquabics.
- Reviewed the history of the two aquatic clubs: the Northern Storm Aquatic Club (NSAC) and the Sault Ste. Marie Aquatic Club (SSMAC).
- Reviewed the existing policy on the allocation of pool time (attached).
- Established a format for meeting with the two clubs and dates for presentations from the two clubs.
- Established a list (attached) of information that the clubs were asked to provide at their presentations.

The sub-committee met with the NSAC on February 23rd. At this meeting NSAC provided the information that was requested. The club gave a presentation to the sub-committee and a question-and-answer period followed. Minutes of the meeting are attached.

On March 4th the sub-committee met with SSMAC. The Club provided the information that was requested and gave a presentation to the sub-committee. A question-and-answer period followed. Minutes of the meeting are attached.

The sub-committee met on March 23rd and reviewed the information that was provided by both clubs and City staff.

Analysis

The following items were discussed in the sub-committee's analysis:

- SSMAC was the only competitive club operating out of the John Rhodes Community Centre Pool until 2008, when some of the club's executive and parents became disillusioned with the club's operation and formed NSAC.
- NSAC's request is for an additional three to four hours per week of pool time between the hours of 4:30 and 9:00 p.m. Monday to Friday.
- Other existing pool user groups have also requested additional prime-time hours to enhance their programs.
- The John Rhodes Community Centre Pool has eight (8) lanes available for competitive swimming instruction.
- The issue of "break-away" groups is not new. Many sports and local associations deal with this issue. The sub-committee discussed this and they are

sensitive to the implications that any decision they make, might have on other "break-away" situations in other sporting groups that use municipal facilities.

- There is an existing policy on how pool time is allocated. Staff follows this policy.
- Swim Ontario has a policy (copy attached) pertaining to the distribution of pool time when a second competitive club requests time at a pool where there is already an existing competitive club. Swim Ontario stated that this policy does not apply to NSAC because it was developed after NSAC was sanctioned by Swim Ontario.
- The resolution of Council states that the sub-committee was to provide a fair and equitable distribution of pool time to the two organized swim clubs. This statement was the topic of considerable discussion with the conclusion being that there is no fair and equitable solution because what is fair to one club is not fair to the other club.
- Review of SSMAC's Pool Time:
 - The sub-committee reviewed allocating some of SSMAC's pool time (prime time) to NSAC. The sub-committee decided against recommending this; it goes against the City's Pool Time Allocation policy; it is not fair to SSMAC; it could be a detriment to the SSMAC program.
 - The sub-committee reviewed having SSMAC and NSAC share pool time. The sub-committee decided against recommending this; this would not be fair to either club because it could be detrimental to their programs. In the sub-committee's opinion, at this time, it would be counter productive to have the two clubs share the pool because of the degree of animosity between the executive and coaches of both clubs.
- Review of Lessons, Aquabics, and Lane Swims:
 - The sub-committee reviewed allocating City Lesson time to NSAC. The sub-committee recommends against this course of action. The Lessons utilize the entire pool and therefore any time that is taken away would mean a cancellation of swim instruction, which is a very valuable program and the reason the pool was originally built. There would be a negative financial impact on the pool budget as Lessons bring in substantially more revenue than renting to the swim clubs.
 - Allocating time from the Aquabics (fitness) program to NSAC was reviewed and the sub-committee did not recommend this approach. The Aquabics program already shares the pool with the Lane Swim program leaving no room for lanes to be allocated to NSAC.
 - The Lane Swim program runs in prime time on Monday, Tuesday, Wednesday, Friday, and Sunday. This program already shares the pool with other programs (such as Aquabics and Public Swims) on Tuesdays, Wednesdays, Fridays and Sundays. This program could share four (4) lanes with NSAC on Mondays from 8:15 to 9:30 pm.

- o Due to fluctuations in Lane Swim attendance, sharing the pool with the Swim Club could negatively impact attendance at the lane swims.
- o Lane Swim participants may be disrupted by the addition of coaching activity on deck.
- o In their review of the Adult Lesson program an additional option became apparent to increase NSAC's pool time. The Wednesday Adult Lesson program can be offered on a different day of the week, meaning that NSAC could share four (4) lanes with the Lane Swim program from 8:15 to 9:30 p.m.
- o It is important to note that either the Monday pool time OR the Wednesday pool time can be made available to NSAC – not both – because of how the existing programs will have to be adjusted.

Additional Information

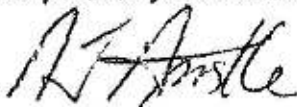
- It is equally important to note that there are additional non-prime pool times available to NSAC on the weekend and specifically on Tuesdays and Thursdays from 7:30 to 8:30 a.m.
- The Committee strongly encourages the amalgamation of the clubs. This could result in one stronger swim club at the John Rhodes Community Centre Pool which would be beneficial for all.

Recommendation

The PRAC Swim Sub-Committee recommends the following:

1. That the existing Sault Ste. Marie Aquatic Club, City Lessons, and Aquabics programs not have pool time taken away from their programs for allocation to the Northern Storm Aquatic Club.
2. That Northern Storm Aquatic Club be offered either four (4) lanes for training during the Monday Lane Swim (8:15 to 9:30 p.m.) OR four (4) lanes for training during the Lane Swim program on Wednesdays (8:15 to 9:30 p.m.)
3. That Northern Storm Aquatic Club continue to pursue any additional pool time at other aquatic facilities – YMCA; Norris Centre.
4. That implementation of any changes commence September 2010.

Respectfully submitted on behalf of the PRAC Swim Sub-Committee,



Nicholas J. Apostle
Commissioner Community Services

PRAC/2010/0001 Item 10/11/10 (PRAC/10/11/10)

attachments

February 22 - February 28

Present Allocation of Pool Time

February 2010							March 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28							28	29	30	31			

	February 22 Monday	February 23 Tuesday	February 24 Wednesday	February 25 Thursday	February 26 Friday	February 27 Saturday	February 28 Sunday
5 am							
6:00	SSMAC 6:00 to 7:30	SSMAC 6:00 to 7:30	SSMAC 6:00 to 7:30	SSMAC 6:00 to 7:30	SSMAC 6:00 to 7:30		
7:00	Lane swim		Lane swim		Lane swim	SSMAC 7:00 to 9:00	
8:00	aquatics	aquatics	aquatics	aquatics	aquatics		SSMAC 8:00 to 9:00
9:00				9:45 to 10:45 Etienne Brule SK grade 1&2 - 4		Lane swim	
10:00	School # 5	School # 7	Kiwedini Public School 6 lessons		Closing Ceremonies for Winter Olympics	lessons	lessons
11:00	Lane swim	Lane swim	Lane swim	Lane swim	Lane swim		Lane swim
12 pm							
1:00	School # 6	Anne Trivers Thessalon Grade 5/6 37 students	1:15 to 2:15 deep Preschool swim	School # 8		Public swim	Public swim
2:00	Aquatics and lane and preschool	Aquatics and lane and preschool		Aquatics and lane and preschool			
3:00							
4:00	SSMAC 4:15 to 5:45	SSMAC 4:15 to 5:45	SSMAC 4:15 to 5:45	SSMAC 4:15 to 5:45	SSMAC 4:15 to 5:45	rentals	lessons
5:00					Lessons		cadets
6:00	Lessons	Lessons	Lessons	Lessons	Special Olympics	Family swim	Bronze med and cross
7:00							
8:00	Lane swim 8:15 to 9:30	Lane swim 8:15 to 9:30	Lane swim 8:15 to 9:30	Aquatics 8:15 to 9:30	Public swim and lane swim 7:30 to 9		Lane swim 8:15 to 9:30
9:00		Aquatics 8:15 to 9	Adult lessons				Aquatics 8:15 to 9
10:00							
11:00							



INFORMATION MANUAL

Subject:

John Rhodes Community Centre
Pool Time Allocation Policy

Department/Division:

Community Services Department/Community Centres

Source:

Commissioner, CSD

Date:

August 30, 2008

Page: 1 of 1

Purpose

To allocate available Facility rental time to user groups at the John Rhodes Community Centre Pool

Procedure

- All known special events and in house programming are scheduled prior to the scheduling of organized user group facility requests.
- Once all of the special events and in house programming is scheduled, any user group that had regular facility time in the previous year, has the first right of refusal for the upcoming year based on their previous year's allotment.
- Non-organized regular renters are allotted facility time once the requirements of organized groups have been met.
- The remaining facility time is made available to casual renters on a first-come-first-served basis.
- Requests for additional pool time in writing to the Manager of Community Centres by organized groups will be considered should time become available and will take precedent over Non-organized casual requests.

Information Requested of Both Swim Clubs

The format for the meeting will be as follows: the Swim Club will have approximately 10 minutes to present their issue. After the presentation there will be a question and answer period moderated by the sub-committee Chair.

In order to make the meeting productive PRAC is limiting the number of Club members at the meeting to 4. If this is a problem please advise.

In order to assist the Committee they are requesting the following information be provided at or before the meeting:

1. Membership information including total membership, age categories and levels - for example, 50 members total. 10 swimmers aged 7-10, 15 aged 11-13 etc. In addition the levels that are offered and the number of swimmers in each of those levels.
2. How many swimmers use the pool during each rental hour? For example 20 swimmers Monday 7-8 am, 30 swimmers Wednesday 9:30 to 10:30 etc.
3. How many times per week does each classification/level swim
4. Number of coaches and their qualifications
5. Provide the mandate/philosophy of the Club

The meeting will be at the Civic Centre.



**Pool Time Allocation
Meeting with Northern Storm Aquatic Club
February 23, 2010 – 4:00 p.m.**

Present: R. Craftchick, Parks & Recreation Advisory Committee
 M. Kontulainen, Parks & Recreation Advisory Committee
 S. Milne, Parks & Recreation Advisory Committee
 N. Fera, Community Services Department
 C. Marinelli, Community Services Department
 N. Apostle, Community Services Department
 G. Naccarato, Northern Storm Aquatic Club
 M. Bordin, Northern Storm Aquatic Club
 N. Day, Northern Storm Aquatic Club
 T. Smith, Northern Storm Aquatic Club

- 1.0 R. Craftchick gave an overview of the issue and read the Council resolution.
 - 1.1 R. Craftchick gave an overview of the process the sub-committee would be following regarding fulfilling the directive of the resolution.
- 2.0 G. Naccarato gave the presentation on behalf of the NSAC.
 - 2.1 NSAC provided printed information to the subcommittee.
 - 2.2 NSAC would like additional time during the week at the prime time hours.
 - 2.3 Occasionally their weekend time slots have gotten cancelled due to swim meets (perhaps 4 times per year).
 - 2.4 Major issue: NSAC has 7 hours of pool time per week; SSMAC has 14 hours.
 - 2.4.1 NSAC has no prime time hours during the week.
 - 2.5 NSAC would share the pool with any group, including SSMAC, and Lane swims; they are very flexible; sharing means NSAC to use 4 of the 8 lanes.
 - 2.6 For growth, NSAC needs to get more and better times; they are looking to go to 10 hours per week, 1.5 hour blocks, 2 times per week preferable. Times they would prefer are - start at 4:30, finishing at 9:00 p.m.
 - 2.7 September to June is their season.

- 3.0 Not willing to amalgamate with SS MAC at this time; perhaps in the future BUT would share the pool for practices.
- 4.0 C. Marinelli stated that lanes during lessons cannot be given up without having to cancel lessons. Lessons take up the entire pool.
- 5.0 Cathy will review how other cities are handling the issue of sharing pool time between more than one competitive club. Cities to contact – Thunder Bay, London, St. Catherine's, Markham.

Approved for pool time allocation minutes Feb 23 2010

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Present: D. Boucher, SSMAC
M. Theodossiou, SSMAC
S. Milne, PRAC
C. Marinelli, CSD
N. Apostle, CSD
D. Stratton, SSMAC
J. Turgeon, SSMAC
R. Craftchick, PRAC
N. Fera, CSD

- 1.0 R. Craftchick gave an overview of the issue.
 - 1.1 R. Craftchick gave an overview of the process the sub-committee would be following regarding fulfilling the directive (resolution) of Council on this issue.
- 2.0 J. Turgeon gave the presentation for the SSMAC.
 - 2.1 SSMAC distributed copies of the information that the sub-committee requested of them.
 - 2.2 SSMAC distributed copies of their PowerPoint presentation.
 - 2.3 The Council Resolution has caused loss of revenue to the Club and the City – cancellation of swim meet – loss of tourism.
 - 2.4 SSMAC stated that Swim Ontario put a moratorium on new clubs three days after NSAC was formed
- 3.0 SSMAC stated that their pool time is directly related to the degree of competitive swimmers. The more competitive swimmers need more pool time with not as many swimmers in each lane. The less competitive swimmers need less pool time and more swimmers can be put in each lane.
 - 3.1 SSMAC stated that other cities allot more pool time to competitive swimmers.
- 4.0 SSMAC stated that they require all of their time in order to deliver their program.
- 5.0 Next meeting Wednesday, March 10th – 12:00 noon – Biggings Room, Civic Centre.

Swim Ontario Policy**AFFILIATION OF A NEW CLUB POLICY AND PROCEDURE**
2008 08 19**Policy Support**

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This procedure will define how a club can become a member within the organization. The policy indicates that while no demographic license is given existing clubs, Swim Ontario's goal is to ensure that fragmentation in our clubs does not occur. As well Swim Ontario would like to ensure that the nature of the new club is such that it demonstrates support and compliance for existing policies and organizational direction.

Procedure

Responsibility for approval or denial of club affiliations and changes to club names and/or call letters rests with the Executive Committee of the Board of Directors of Swim Ontario, following consideration of the recommendation of the submitting Region and subject to ratification of the Board of Directors.

Policy Regulations

1. All applications for affiliation of a new Member Club or change to a current Club name and/or call letters shall be submitted simultaneously to the appropriate Regional Director and the Executive Director of Swim Ontario.
2. **Application Period.** Applications for affiliation of a new Club or changes to Club name and/or call letters shall only be received during the period March 1 - May 15, in any given calendar year.
3. **Review Period.** The Regional Director shall initiate a review of the application for affiliation of a new Member Club or name/call letter changes, upon receipt of same, according to the Procedure(s) stated below. The Regional Director shall make a recommendation to the Executive Committee no later than June 15.
4. **Approval Period.** The Executive Committee shall initiate a review of all Regional recommendations and arrive at a decision no later than July 15.
5. **Commencement.** All changes and commencement of new club operations, approved by the Executive shall take effect no sooner than August 15th of the same year.

Procedure for Affiliation of a New Member Club

- A. All applications for affiliation of a new club shall be submitted simultaneously to the appropriate Regional Director and the Senior Administrative Assistant of Swim Ontario. Applications for affiliation of a new Club or changes shall only be received during the period March 1 - May 15.

The application package shall include but not be restricted to the following documentation:

1. Completed "New Club Affiliation Form." This form includes, but is not limited to,
 - 1) Club Information
 - i. Club Name (proposed)
 - ii. Club Call Letters (proposed)
 - iii. Contact information for the Club
 - iv. Contact information for the Administrators.
 - 2) Coaching Information.
 - 3) Pool Facility Information.

2. Intent to affiliate and operate one Club only and in one Region only.
3. Proof of Incorporation.
4. Sound operating practices
 - 1) By-Laws
 - 2) Policies and Procedures
 - 3) Other Information (e.g. code of conduct for swimmers, parents, chaperones).
5. Sound business practices
 - 1) Business Plan
 - 2) Projected forecasts (swimmer, financial).
6. Qualified Coaching Staff (all must be Members of Swim Ontario)
 - 1) All coaches/support staff volunteer or employed/contracted to be working with Swim Ontario members, must complete a security clearance check. (These security clearance checks are subject to the evaluation of the Swim Ontario policy regarding Risk Management and the procedure of Police checks for Swim Ontario BOD & Staff).
 - 2) Head Coach certified at a minimum of Level 2* and with MED
 - 3) Assistant Coaches certified at a minimum of Skills Coach for coaching competitive registered swimmers and attending sanctioned competitions
 - 4) Assistant Coaches certified at a minimum of Swimming Teacher or "I Can Swim" for coaching non-competitive registered swimmers and not attending sanctioned competitions.
 - 5) Note that any coaches-in-training are excepted provided they are supervised by a qualified coach as referenced above in 6.2, 6.3 or 6.4.
7. Training and Development practices in adherence to the principles of Swim Ontario's and Swimming Natation Canada's Long Term Athlete Development Strategies.
8. Athlete and Programme Periodization/Development
 - 1) Annualized Training Plan
 - 2) Meet Schedule.
9. Primary Club Focus/Mandate/Target Market (may be included with business plan)
 - 1) Private swim school
 - 2) Competitive club
 - 3) Non-competitive club
 - 4) Affiliate of an educational institution (e.g. university)
 - 5) Recreational institution (e.g. YMCA).
10. Projected athlete registration numbers, including
 - 1) Ratio of actual new Swim Ontario Members to those transferring from other Clubs
 - 2) Forecasted Age Group breakdown
 - 3) Coach to swimmer ratio for each practice group.
11. Pool time schedules and contracts do not infringe on those of existing Member Clubs.
12. Preparedness to develop a base of qualified officials and to host competitions.
13. Proof of benefit to Swim Ontario and existing member club community.
14. Affiliation fee.

*The Region may recommend affiliation of a new Club with a Head Coach, who is Skills Coach qualified, but not Level 2, provided that the application presents an acceptable plan, complete with timeline (maximum of one year), to attain Level 2 certification.

Incomplete or insufficient applications may be returned to the applicant.

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- B. Upon receipt of an application for affiliation, the Regional Director shall:
1. Initiate the Approval Procedure so as to arrive at a decision on or before June 15.
 2. Notify all Member Clubs in the Region and invite written responses.
 3. Obtain the advice of the Executive Director of Swim Ontario.
 4. At a subsequent meeting of the Region's Board, the Regional Director shall ensure the Board's consideration of the application.
 5. Interview (in person or by teleconference) the applicant, when deemed appropriate.
- C. The Regional Director shall inform both the applicant and Swim Ontario in writing, within 15 days of the Regional Board Meeting of the Regional Board's recommendation to approve or deny the affiliation request. Minutes of the meeting and the decision shall accompany the response and in the event of a recommendation to deny, the reason(s) therefore.
- D. The Executive Committee of the Board of Directors of Swim Ontario shall meet and validate the recommendation of the Region. Final approval or denial of an application may only be undertaken after the receipt of the Region's response. The Executive Committee's final response shall be communicated to all parties following ratification by the Board of Directors. Where the Executive Committee reverses a Region recommendation a copy of the meeting minutes shall be included in the response.

Probationary Membership

Newly approved clubs will be granted probationary status for a period of 12 months and be required to sign an agreement to abide by all of Swim Ontario's By-Laws, Policies and Procedures. At the end of the 12-month probationary period the Regional Director and the Executive Director of Swim Ontario, or their designates, shall conduct a review to ensure compliance with,

- Club submission
- Swim Ontario By-laws, Policies and Procedures
- Financial accountability and assurance the club is "in good standing"
- Any other aspect of membership consideration deemed appropriate

Both reviews shall be filed jointly or separately with the Executive Committee which has 15 days to affirm the recommendation. The reviews, with written consideration, may only recommend to the Executive that Swim Ontario:

1. Grant full Member Club standing
2. Extend probationary Club standing for another 12 months. This may be recommended only once.
3. Refuse Member Club standing.

Both the Swim Ontario and Regional reviews must agree upon the course of action. Inconsistent reviews will automatically extend probationary status for an additional 12 months.

A Regional recommendation to extend the probationary period or deny membership status must be forwarded, complete with a copy of any report to both the Applicant and Swim Ontario, by the Executive Committee by September 1.

Procedure for Change of Club Name and/or Call Letters

- A. Change Criteria
1. Proposed changes must not infringe on the identity and operations of other Member Clubs.
 2. Proposed new names and call letters must not duplicate those of other Member Clubs in the country.

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3. Rationale for proposed change(s) must be clearly expressed.

B. Change Procedure

1. Clubs shall make application, including proposed change(s) and supporting rationale, simultaneously to the Regional Director and the Senior Administrative Assistant of Swim Ontario, a minimum of 30 days prior to consideration by the Region's Board of Directors.
2. Upon receipt of an application the same procedure, outlined above, for New Club Affiliation Applications will be undertaken.



Facility Program Time – Allocation Policy Survey

Municipality: _____

Contact Person Information Name: _____ Phone Number: _____ E-mail Address: _____
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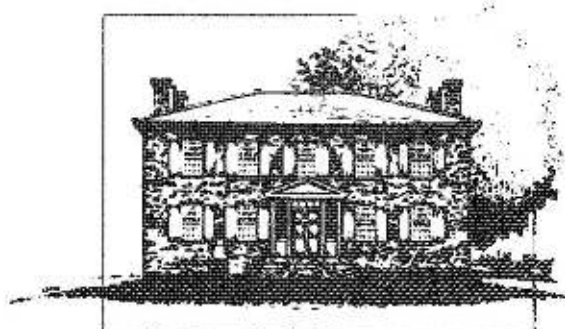
POOLS – Complete this section if your Municipality operates a pool 1. Does your Municipality have a Policy/Procedure for Allocation of Pool Time? Yes _____ No _____ 2. Number of Municipal operated indoor pools _____ 3. Number of Municipal operated outdoor pools _____ • Are the Municipal outdoor pools used by organized groups? Yes _____ No _____ 4. How many competitive swim clubs use your Municipal pool(s)? _____ • If you have more than one (1) competitive swim club using one pool, do they practice at the same time (share the pool) Always _____ Sometimes _____ Never _____ 5. Are there any other competitive aquatic programs (syncro, diving) Yes _____ No _____ 6. How do you allocate pool time for organized user groups? Check all that apply. ☐ Historical basis – what they used last season is what they allocated for the next season Yes _____ No _____ ☐ Based on registration numbers for each user group? Yes _____ No _____ ☐ We use something different – if so briefly describe: _____ _____ _____ 7. Use this space for any additional information you would like to provide _____ _____ _____

Pool Allocation Overview Comparison by Community

Community	Population	Municipal Pools	Other Pools	Swim Clubs	Aquatic User Groups	Shared time with competing clubs	Written Allocation Policy	How time is Allocated
Sault Ste. Marie	74,948	1	1 YMCA	3	2 Masters & Underwater hockey	NO	YES	Historical
Markham	261,573	4	2 YMCA & Highschool	2	4 Synchro, Masters and Diving	NO	YES	Based on registration numbers
London	352,395	3	3 University 50 m 2 YMCA Pools	2	Highschools Synchro, Masters and Diving	NO	NO	Historical
North Bay	53,966	0	2 YMCA & CFB North Bay	2	N/A	NO	NO	N/A
Greater Sudbury	157,857	5	2 University Pool & YMCA Pool	3	2	NO	NO	Historical
Thunder Bay	109,140	3	1 University Pool (50m)	3	2	NO	NO	Historical
Oshawa	141,590	4	1 YMCA	1	Yes	NO	NO	Historical
Peterborough	74,898	2	2 YMCA University (25m)	1	0	NO	NO	Municipal pool time is for programs run by the municipality only
Brantford	90,192	1 (50m)	2 YMCA & Highschool	2	Yes	Sometimes	Yes	Historical
Timmins	42,997	1	0	1	1 Masters	NO	NO	N/A

Arena Allocation Comparison by Community

Community	Population	Municipal Arenas	Other Arenas	AAA or higher teams	Skating Clubs	Seating for 2500+	Written Allocation Policy	How time is Allocated
Sault Ste. Marie	74,948	3 (4 ice pads)	2	Yes	2	Yes	Yes	H Historical Basis (Tournament/Leagues then private users then new groups)
Markham	261,573	8	0	Yes	3	No	YES	Formula for allocation of ice time
London	352,395	11	1	Yes	2	No	YES	Historical taken into consideration but registration numbers are submitted and used in the formula
Thunder Bay	109,140	6	5 surfaces (2 twin pads facilities)	Yes	2	YES	YES	Based on registration numbers - document available
North Bay	53,966	3 (4 ice pads)	0	Yes	1	Yes	YES	Historical Basis (Tournament/Leagues then private users then new groups)
Peterborough	74,898	4 (6 ice pads)	0	Yes	1	Yes	YES	Historical Basis - review of policy is part of 2011 work plan
Greater Sudbury	157,857	14	0	Yes	7	YES	NO Under development	Historical - Younger aged groups are given earlier time slot
Oshawa	141,590	4 (total 8 ice pads)	1 (2 ice pads) CANLAN	Yes	1	No	YES	Combination of historical and number registered
Brantford	90,192	6	0	Yes	1	Yes	YES	Historical Basis
Timmins	42,997	4	0	Yes	1	No (Max 1900)	YES	Historical and based on registration numbers



2011 07 18

Mayor Amaroso
and Members of City Council

Ermatinger • Clergue National Historic Site

FIREARMS BY-LAW EXEMPTION

ERMATINGER•CLERGUE NATIONAL HISTORIC SITE – SPECIAL EVENTS

This season the staff and volunteers of the Ermatinger•Clergue National Historic Site will be hosting a number of special events at the site. At these events we often will have displays and re-enactments by the Coureur Du Bois II.

The Coureur Du Bois II have members in full Voyageur costumes that will set up an encampment exhibit and conduct demonstrations depicting daily life of the early 1800's. In their re-enacting, this group will be demonstrating the loading and firing of heritage firearms (Black Powder Shooting).

September 22nd to 25th we will also be hosting the 1812 Rendezvous – a four-day event that will involve a larger group of re-enactors who will be utilizing black powder in their muskets and cannons. The British Royal Newfoundland Regiment re-enactors group will be working in partnership with the Coureur du Bois on this event.

The Historic Sites Board is aware of this application to City Council for the annual exemption of the 2011 season for purposes of the discharge of historic firearms within City limits at the Ermatinger•Clergue National Historic Site.

Due to the nature of our National Historic Site, the Coureur Du Bois II are contacted to be a part of our interpretation on a regular basis – sometimes with little to no lead time, and they are most willing to join our re-enactments; therefore, we are requesting that this exemption be effective during our prime operational season.

It is therefore recommended that the Coureur Du Bois II be exempt from the by-law concerning the discharge of firearms within the City limits at the Ermatinger•Clergue National Historic Site; and further that this exemption for this entity be effective to the beginning of December 2011.

Respectfully submitted,


Kathy Fisher, Curator
Ermatinger•Clergue National Historic Site

Recommended for approval,


Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

li/ehcna/2011/firearms bylaw request to council

cc: J. Cain, Manager Recreation & Culture
L. Bottos, City Solicitor

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(p)

2011 07 18

File: 11.8.2 – PUC WWTP Operations

Mayor Debbie Amaroso
Members of Council

Re: Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement

The Clark Creek Pumping Station located on Queen Street near Drake Street pumps 90% of the flow of sanitary sewage to the East End Wastewater Treatment Plant. It was constructed in 1961 and had received minor modifications until a major upgrade in 2003 consisting primarily of pump replacement and provision of backup power.

Given that in recent years some of the remaining original equipment has failed, under the operations contract, the PUC retained the services of a consulting engineer to provide a focused engineering study to identify recommended improvements. That study has been completed and the recommendation is replacement of eight main isolation valves and four check valves and associated piping for the four pumps. It also recommends replacement of the three sluice gates in the wet wells which have become inoperable.

In order to ensure proper operation of this key component of our east end sanitary collection and transmission infrastructure, the Engineering Division agrees with these recommendations. In anticipation of this expenditure, a total of \$1.2 million was allocated in the 2010 and 2011 sewer surcharge budgets. The cost for construction and engineering is estimated at \$1,050,000 which is below the original budget.

The tendering of the construction, the contract administration and actual construction contract will be administered by the PUC.

Given the magnitude of the expenditure, this report is provided for Council's information.

Respectfully submitted,

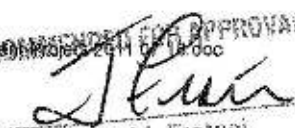
Recommended for Approval:


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


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/b/

F:\ENGINEERING DATA\COUNCIL\D. Elliott\2011\Clark Creek Sanitary Sewage Pumping Station - Valve Replacement\2011 07 18.doc


Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



569
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2011 07 18

File: 4.121

Mayor Debbie Amaroso
Members of Council

Re: Engineering Division – Wide Format Scanner Replacement

The Engineering Division utilizes several pieces of equipment for production of large format drawings, plans, maps and other documents. It is often necessary to convert old documents from paper to digital format, and a large format scanner is used for this purpose.

The current scanner has outlived its useful life. Our IT Division has assessed it and has concluded that there is a hardware failure and the unit is no longer operational and replacement is recommended. A budget replacement cost is \$25,000 including taxes. There are sufficient funds in the Engineering Division equipment and vehicle reserve to cover this purchase.

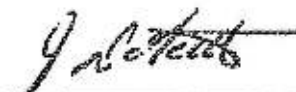
It is recommended that approval be granted to purchase a new wide format scanner with funds to come from the engineering equipment and vehicle reserve for up to \$25,000.

Respectfully submitted,

Recommended for Approval:



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



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759- 5410
Fax: (705) 541-7165

2011 07 18

File No. 14010

Mayor Debbie Amaroso and
Members of City Council

Re: Civic No. 12 Ferris Avenue

During the course of the last 2 ½ years we have been attempting to have the owner bring the above noted property into compliance with the Minimum Standards By-law. An order was issued December 17, 2008 to have the owners repair the siding and soffit on both the house and garage. Again on June 6, 2009 an order was issued to repair the shingles, siding, soffit on the house, repair the foundation system and demolish the garage.

On July 8, 2009 we issued an order to repair foundation and vacate the building. On September 8, 2009 the garage was demolished however, there had been no progress with the house although it had been vacated. The owner had promised to demolish the house by August of 2010. This owner however subsequently sold the house to the present owner. This owner applied for and received a permit to repair the foundation system. Work in this regard has progressed to date and has been reviewed during its progress. The foundation system has been replaced and the matter has been successfully resolved. On May 3, 2011 the owner had taken out a permit to replace the roofing, siding, windows and doors. This work has started however, has been at a relatively slow pace. On June 21, 2011 we issued an order to have the siding, windows and doors installed by June 30, 2011. The owner failed to meet this deadline however, has continued to work on the house.

The order remains outstanding. It is our recommendation that the corporation hire the forces necessary to carry out the order dated June 30, 2011 by hiring the forces necessary to complete the exterior of the house by adding siding and replacing all deteriorated windows and doors.

The costs associated with this action are to be added to the taxes for the subject property. A resolution to this effect appears elsewhere on your agenda.

Respectfully submitted


Don Maki, CBCO
Chief Building Official
Property Standards Officer

DWM/ds

Recommended For Approval

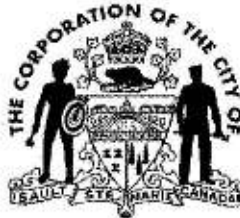

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

RECOMMENDED FOR APPROVAL


Joseph M. Frakes
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(s)

2011 07 18

File: Contract 2010-2E

Mayor Debbie Amaroso
Members of Council

Re: Third Line Extension – Unforeseen Contaminated Material Removal

During excavation for construction of underground services on Third Line, the City's contractor encountered contaminated soil which had to be removed. While this is not unusual, the cost of removal and disposal of this quantity of material far exceeds the contingency of funds we typically allow for such unforeseen costs.

The material was primarily soil contaminated with hydrocarbons, but also included wood debris and some old vehicles. Soils testing confirmed that a portion of it could remain on site, but the majority had to be taken to our landfill. The total cost to remove and dispose of the material is expected to reach as much as \$240,000. The Engineering Division has budgeted some contingency funds in our estimate to complete the project. The overall impact to the budget will be known after project completion this fall. It is possible that the over-run on this project will be compensated by under-runs on other capital projects.

Approximately \$120,000 or one-half of this unforeseen expense is tipping fees at our landfill. Discussions with the Public Works and the Finance Departments have confirmed that they are agreeable to waiving the tipping fees in this case, to ease pressure on the capital roads budget. Accordingly, that is what is recommended to Council this evening.

Recommendation

It is recommended that Council authorize the waiving of landfill tipping fees in the order of \$120,000 for the disposal of contaminated excavation on the Third Line reconstruction project.

Respectfully submitted,

Recommended for Approval:


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


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

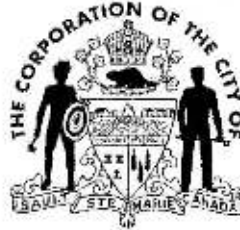
/bb

RECOMMENDED FOR APPROVAL

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



**LEGAL
DEPARTMENT**

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Nuala Kenny
City Solicitor

DATE: 2011 07 18

RE: **TRAVEL REQUEST FOR WAWA AND THESSALON
COURTS**

As Council is aware, the Legal Department (Provincial Offences Division) has hired an articling student. Matthew Caputo will be filling that position as an articling student effective July 6, 2011 for a 10 month term ending in May, 2012.

The City is responsible for provincial offences administration and prosecution. In the course of its duties, the City operates two satellite courts, one in Thessalon and one in Wawa. The Township of Thessalon has decided effective October 1, 2011 to close the office and relocate in Sault Ste. Marie. One of Matthew Caputo's main functions will be prosecuting in both courts. Accordingly, this position requires monthly travel.

We require approval from Council for a blanket travel request for that purpose. Similarly, this process has been followed in the past for the previous prosecutors.

Yours truly,


Nuala Kenny
City Solicitor
NK/on


RECOMMENDED FOR APPROVAL

Joseph M. Fratoni
Chief Administrative Officer

5(u)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

FILE NO.: B.1.2.3.

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Lorie A. Bottos
Corporate Counsel

DATE: 2011 07 18

RE: **AGREEMENT BETWEEN THE CITY AND NEW OWNERS
OF 819-823 QUEEN STREET EAST**

PURPOSE

The purpose of this report is to recommend to Council an agreement between the City and the new owner of 819-823 Queen Street East located immediately to the west of the Ermatinger Clergue National Historic site.

BACKGROUND

For some time the condition of the building located immediately to the west of the Ermatinger Clergue National Historic site (Ermatinger Site) on Queen Street has been deteriorating. Recently, a purchaser has acquired the building for the purpose of locating offices in it. The purchaser proposes to do extensive renovations to the interior of the building and upgrades to the exterior of the building.

Amongst the changes to the exterior of the building is a proposal to install more windows along the east wall facing onto the Ermatinger site. Right now there are 4 windows on that wall. The proposal is to install as many as 12 windows on that wall in order to bring natural light into the office work area.

Since the building at 819-823 Queen Street East is right on the property line additional windows cannot be installed without either installing on the windows shutters that close automatically in the event of a fire or entering into an agreement with the abutting property owner, in this case the City, whereby the abutting property owner agrees not to build within a certain distance of the property line. The distance from the property line is determined by the total size of the window openings along the property line. The existing windows are allowed to remain as they were in existence prior to the Building Code coming into effect.

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

The shutters are expensive (approximately \$2,000.00 per window) and more importantly are not attractive. If at all possible the new owner of the building would prefer to enter into the agreement with the City limiting any building within a certain distance of the property line.

On June 27th a meeting which was attended by Cathy Yukich and Judy McGonegal of the Historic Sites Board, Kathy Fisher, Curator of the Ermatinger Site, Len Smith of the Building Division, the contractor for the owner, a representative of the owner and me.

The contractor for the owner acknowledges the importance of making the renovations in character with the Ermatinger site. He wants to improve this section of Queen Street keeping in mind its designation as the Heritage Square. At the meeting the representatives from the Ermatinger site made the contractor and the representative of the owner aware of the activities carried on at the Ermatinger site throughout the year. (muskets fired off, fire pit, 2012 celebrations)

COMMENT

The agreement before Council this evening restricts any development of the Ermatinger site within 3.614 meters (10.38 Feet) of the west lot line of the Ermatinger site but only where the windows have been installed. Further south on the Ermatinger site, where perhaps the Visitors Centre is to be built, the restriction would not apply. The existing tool shed on the Ermatinger site would not have to be relocated as it does not qualify as a building under the Building Code Act.

The Historic Sites Board has considered this request and it does not have a problem with the proposed agreement before Council this evening.

ATTACHMENT

A copy of the resolution of the Historic Sites Board is attached.

RECOMMENDATION

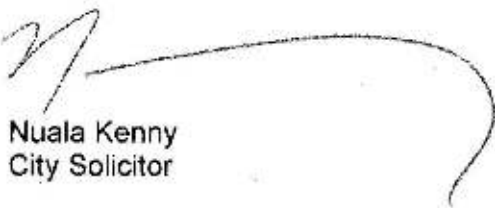
By-law 2011-132 appears on your agenda this evening and authorizes the Mayor and the Clerk to sign an agreement with the new owners of 819-823 Queen Street East.

Respectfully submitted,



Lorie Bottos
Corporate Counsel
LAB/cf

Recommended for approval,



Nuala Kenny
City Solicitor

c.c. Kathy Fisher, Curator Ermatinger Clergue National Historic Site

"Resolved that the Historic Sites Board recommend to council an agreement between the City and the new owner of 823 Queen Street East, to allow 12 windows on the east wall of the property exceeding the limiting distance factor of the building code, whereas the City of Sault Ste. Marie Historic Sites Board, agrees not to build a permanent structure within a certain distance of the property line, determined by the building code." Carried on July 7, 2011

Moved by: K. McAuley Yukich
Seconded by: J. McGonigal

5(v)
NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

File No. P.4.2.171

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Nuala Kenny, City Solicitor

DATE: 2011 07 18

**RE: REQUEST FROM PUC TO GRANT AN EASEMENT ACROSS NORTH
PORTION OF SNOWDON PARK (SHANNON ROAD AT FLORWIN
DRIVE)**

PURPOSE

The purpose of this report is to recommend to Council the granting of an easement to PUC for a power line to run along the north portion of Snowdon Park from Shannon Road to Algoma University.

COMMENT

The reason the easement is required by the PUC is to service the Algoma University Solar installation. PUC Services Inc. is installing a photovoltaic system on the roof of George Leach Centre. The system will be connected to the distribution system at Shannon Road and Florwin Drive. PUC Services Inc. has therefore requested an easement across this park property. The power line will be underground. There is a City storm sewer located in this vicinity and PUC Services Inc. will have to stay the appropriate distance away from the storm sewer when installing this underground line. The request has been circulated to the Engineering Department which recommended that the cable be offset from the near side of the storm sewer at a distance at least equal to the depth of the sewer. This would allow the City to dig the sewer without disturbing the cable.

ATTACHMENTS

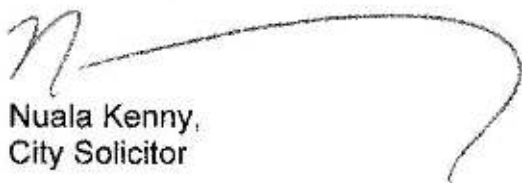
Attached is an aerial photo showing the location of the line.

RECOMMENDATION

It is recommended that Council authorize the granting of the easement to PUC Services Inc. and that the Mayor and the Clerk be authorized to sign whatever documents are necessary to give effect to the easement.

By-law 2011-135 appears on the agenda and is recommended for Council's approval.

Respectfully submitted,



Nuala Kenny,
City Solicitor

da
c.c. Larry Girardi,
Commissioner of Public Works & Transportation
Don Elliott,
Director of Engineering Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



5W

5(w)
NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

FILE NO. P.4.2.159

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Lorie Bottos, Corporate Counsel

DATE: 2011 07 18

**RE: EASEMENT REQUIRED FOR THE PORTION OF THE HUB TRAIL OVER
SAULT STE. MARIE REGION CONSERVATION AUTHORITY
PROPERTY IN THE AREA OF THE FORMER HOSPITAL SITE - QUEEN
STREET EAST**

PURPOSE

The purpose of this report is to recommend to Council that it authorize an easement with the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail to be located on its property in the area of the former hospital site on Queen Street East. The easement is subject to the condition that the City pay any property taxes that might be levied against the Conservation Authority property upon which this portion of the hub trail is located.

ATTACHMENTS

- (1) A copy of the schedule to be attached to the easement document to be registered.
- (2) A copy of the plan showing the location of the hub trail.

COMMENT

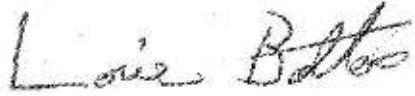
The easement is required to allow the hub trail to be built on a portion of the property owned by the Sault Ste. Marie Region Conservation Authority in the area of the former hospital site on Queen Street East, over parts 2, 3, 5, 16 and 17 on Plan 1R4897. Also, the Authority has asked that a sign be posted at this spot in the hub trail indicating the trail is located on Conservation Authority property. City staff has no problem with acknowledging the Conservation Authority's contribution to the extension of the trail.

RECOMMENDATION

The recommendation from staff is that the City of Sault Ste. Marie accept this condition to pay any property taxes that might be levied against the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail to be located on their property described as Parts 2, 3, 5, 16 and 17 on Plan 1R4897 and authorize the easement.

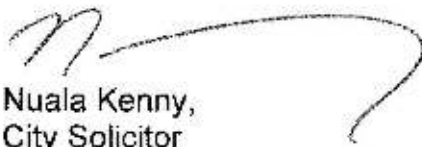
By-law 2011-131 appears elsewhere on the agenda and is recommended for your approval.

Respectfully submitted,



Lorie Bottos,
Corporate Counsel
LAB/da
attachments
c.c. Steve Turco, Planner

Recommended for approval,



Nuala Kenny,
City Solicitor

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

SCHEDULE

Conditions of Hub Trail Easement - EASEMENT IN GROSS

The Transferor grants to the Transferee free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain the walking and cycling trail, commonly known as the hub trail, upon the lands described in this document.

The Transferor covenants and agrees to provide free, uninterrupted and unobstructed access to the Transferee, its servants, agents and vehicles for the purposes necessary for or incidental to the exercise and enjoyment of the rights transferred over the lands described in this document.

The Transferor covenants and agrees with the Transferee that the Transferor shall not build or cause to be built any building, structure, fence or other obstruction over the easement granted in this document.

The Transferee covenants and agrees with the Transferor that it shall be responsible for any damage caused by the negligence of its own agents or employees to the property of the Transferor on the lands owned by the Transferor in the course of exercising the rights and easement hereby transferred.

The Transferee covenants and agrees to indemnify and save the Transferor harmless from all actions, causes of action, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the use of the hub trail by the general public.

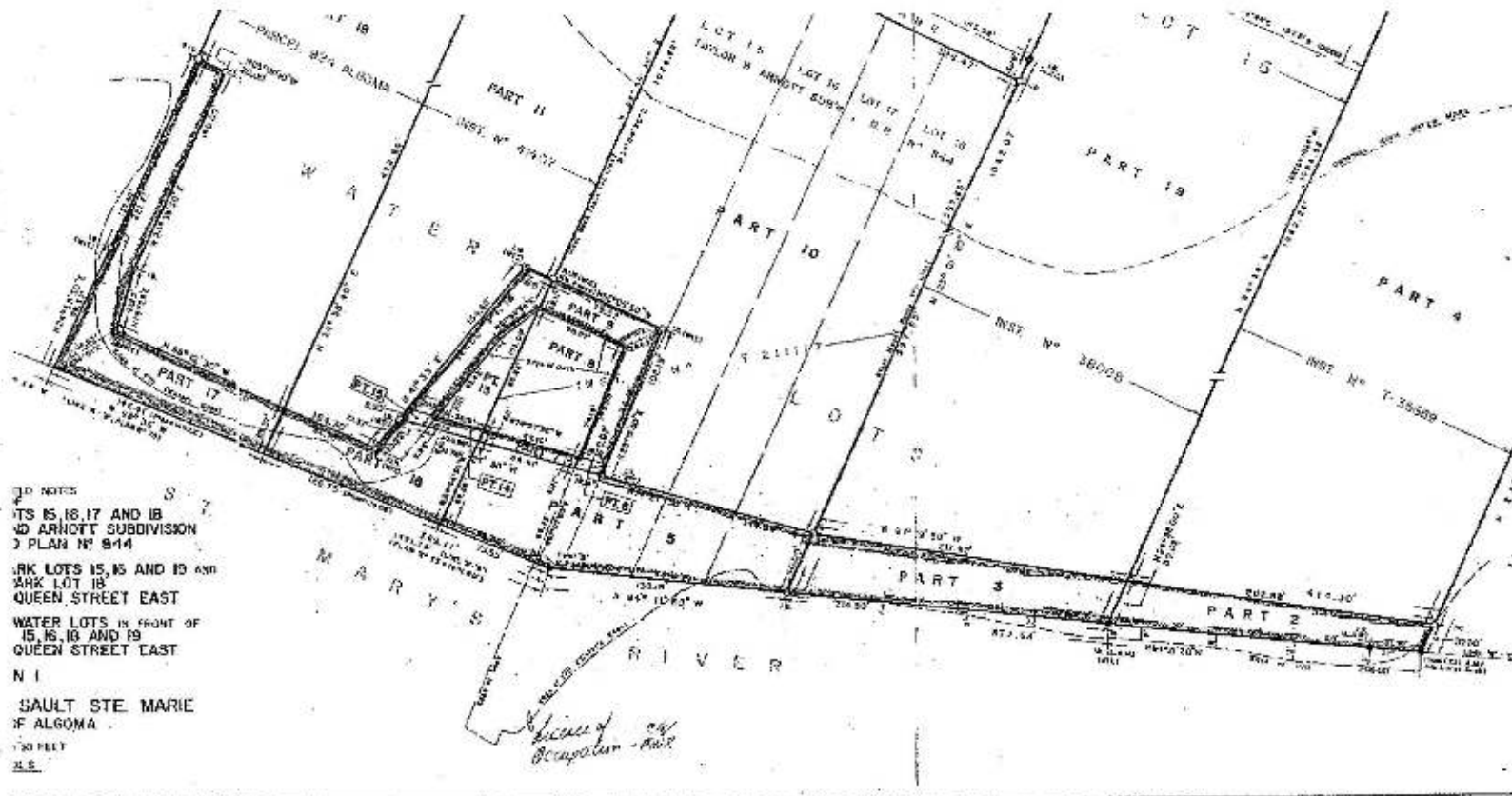
The Transferee covenants and agrees with the Transferor to keep that portion of the hub trail located on the easement herein granted in a good and reasonable state of repair.

The Transferee covenants and agrees with the Transferor to reimburse the Transferor for any municipal taxes payable on the subject property.

The Transferee covenants and agrees with the Transferor to erect a sign acknowledging that this portion of the hub trail is located on property owned by the Sault Ste. Marie Region Conservation Authority.

This easement is for the benefit of the balance of the cycling and walking hub trail of The Corporation of the City of Sault Ste. Marie.

PART OF PLAN 1R4897



511

5(x)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

File No. 2011-3

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Lorie Bottos
Corporate Counsel

DATE: 2011 07 18

**SUBJECT: LANE CLOSING APPLICATION
TAGONA SUBDIVISION, PLAN 7882**

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

We have received a petition to close and convey the following public laneway:

East/west lane north of East Balfour Street lying east of Borden Avenue abutting lots 199, 200 and 201, Tagona Subdivision, Plan 7882 (civic 362 and 370 Borden Avenue).

Staff is prepared to recommend the closing and conveyance of this lane subject to the retention of any easements required for any utilities.

For your information and convenience a plan showing the subject laneway is attached. By-law 2011-133 and By-law 2011-134 have been prepared for your consideration and appear elsewhere on your agenda. By-law 2011-133 is before council for first and second reading this evening. It will then be advertised twice in the newspaper.

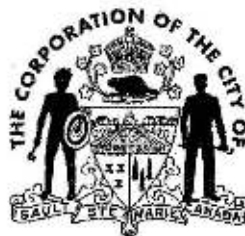
Respectfully submitted,

Lorie Bottos,
Corporate Counsel

Recommended for approval,

Nuala Kenny,
City Solicitor

LAB/da
attachment



2011 07 18

**REPORT OF THE DOWNTOWN DEVELOPMENT INITIATIVE
GRANT EVALUATION COMMITTEE**

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Downtown Development Initiative
Grant Recommendations

Background

As part of City's Downtown Development Initiative, a number of grant programs are available to Downtown property owners and businesses to encourage improvements to their properties.

To date, a total of 114 grants have been approved including four Municipal Tax rebates. The funding for these programs is cost-shared between the Ontario Ministry of Agriculture, Food and Rural Affairs' (OMAFRA) and the City.

The funding agreement with OMAFRA was set to expire this summer, however, City staff requested and was granted an extension to December 31, 2011.

At the June 27, 2011 meeting, Council approved a number of grant applications. At that time, staff reported that a small amount of funding is remaining for the grant programs and that Staff would continue to accept applications until the funding is exhausted. Since that time, 7 additional applications have been received, requesting a total of ten grants.

The Downtown Development Initiative grant programs include: building restoration and improvements (BRIG); façade improvements (FIG); project feasibility studies (PFSG); electricity conservation projects (ECMG); a municipal tax increment rebate program (MTIR); a tax cancellation program for Brownfield redevelopment (BPTC); and architectural design assistance (ADAP). **Note:** Brownfield Property Tax Cancellation program remains the only program that has not been used.

The applications are reviewed by an evaluation committee which makes recommendations to Council. The grant evaluation committee members are:

Chair

Don McConnell, Planning Director

City Representatives

Bill Freiburger, Commissioner of Finance
Peter Liepa, City Tax Collector
Don Maki, Chief Building Official
Steve Turco, Planner

PUC

Randy Johnson, Manager Marketing & Communications

Downtown Association

Bill Watts, Chair

Applicants

On July 7, 2011 the Downtown Development Initiative Grant Evaluation Committee met to review the submitted financial incentive grant applications. A total of 7 properties are recommended for approval, with an approximate \$230,000 of private sector investment proposed. The following applications are recommended for approval:

1. 115 Gore Street (Real Estate Stop)
Applicant: Danny Alessandrini
Funding Request: Electricity Conservation Measures Grant - \$5,000

The applicant is seeking to improve the electrical and utilize an energy audit to identify energy efficiencies within the building.

2. 814 Queen Street East (City Meat Market)
Applicant: John and Rosina Bruni
Funding Request: Electricity Conservation Measures Grant - \$5,000

The applicant is proposing the installation new energy efficient lighting throughout the entire interior of the store, which will result in significant electricity conservation.

3. 808 Queen Street East (La Grotta Antiques)
Applicant: Frank Ianni
Funding Request: Façade Improvement Grant - \$7,500

The applicant is proposing to update the second floor façade to address structural issues with the existing brick and to update the appearance of the façade with a stucco finish.

4. 119 Gore Street
Applicant: Angela Perri
Funding Request: Façade Improvement Grant - \$7,500
Electricity Conservation Measures Grant - \$5,000

The applicant is seeking to update both the exterior façade. In addition, the applicant will be improving electricity usage with the assistance of the conservation measures grant.

5. 121 Brock Street (Century 21)
 Applicant: James Caicco and Joseph Ruscio
 Funding Request: Building Restoration and Improvement Grant - \$7,500
 Electricity Conservation Measures Grant - \$5,000

The applicants have recently purchased this building and are relocating an established real estate business, as well as opening a new business, in the Downtown area. To facilitate this relocation, the applicants are proposing to renovate the existing second floor for new offices. As part of the renovations, ageing electrical infrastructure will be updated, improving electrical efficiencies in the building.

6. 736 Queen Street East (Clean North, Cutters Alley)
 Applicant: Dennis Labay
 Funding Request: Façade Improvement Grant - \$7,500

The applicant is seeking to improve the exterior façade by applying a stucco finish to the upper façade and install cultured stone along the ground floor. The façade improvements will also refinish a number of architectural details of the façade, including the cornice, and existing canopies.

7. 853 Queen Street East (RE/MAX Sault Ste. Marie Realty Inc.)
 Applicant: Sam Butkovich
 Funding Request: Façade Improvement Grant - \$7,500
 Electricity Conservation Measures Grant - \$5,000

The applicant is proposing a number of façade improvements to modernize the look of the building's exterior. Other proposed improvements include the application of cultured stone along the lower façade, as well as a number of other architectural detailing such as steel fascia paneling, backlit soffit panels, and new signage. As part of other overall improvements, electricity conservation works will be completed.

Note: A sample of renderings of proposed works is attached to this report. Additional information on other applications and renderings can be viewed in the Planning Division

SUMMARY

The grant requests received are a sign of the success of the Downtown Development Initiative sparking new investment into this important area of the community. Some of the critical goals of this initiative are to enhance the built form in the Downtown, to create additional employment and encourage residential living opportunities. These improvements will lead to a more vibrant city centre. The projects proposed meet the criteria set out in the Downtown Community Improvement Plan and are recommended for approval.

With respect to the successful grant applications, the evaluation committee is recommending an expiry date October 31, 2011, in order to meet all of the funding and reporting requirements set out by OMAFRA. Applicants will be informed of these timelines in their notice of successful application.

A total of 7 properties are recommended for approval, with an approximate \$230,000 of private sector investment proposed. The committee is recommending that \$57,500

(\$37,500 for financial incentive grants and \$20,000 for electricity conservation grants) be approved for the grant applications referenced in this report.

Upon approval of these applications, funding for Private Sector Assistance Programs (BRIG, FIG, PFSG and ADAP) will be exhausted, and as such, staff will no longer accept applications for these programs. The Electricity Conservation Measures Grant, which is funded by the PUC, does have a limited amount of funding remaining, and therefore staff will continue to accept applications for this program until the funding is exhausted.

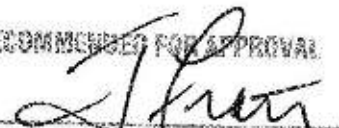
Staff will also be reporting back to Council in December of this year to highlight the overall success of the Downtown Development Initiative and bring forward "next steps" to continue the revitalization efforts of this important area of the community.

Planning Director's Recommendation

That City Council approves the ten (10) funding requests (7 properties) described in this report.

ST/pms

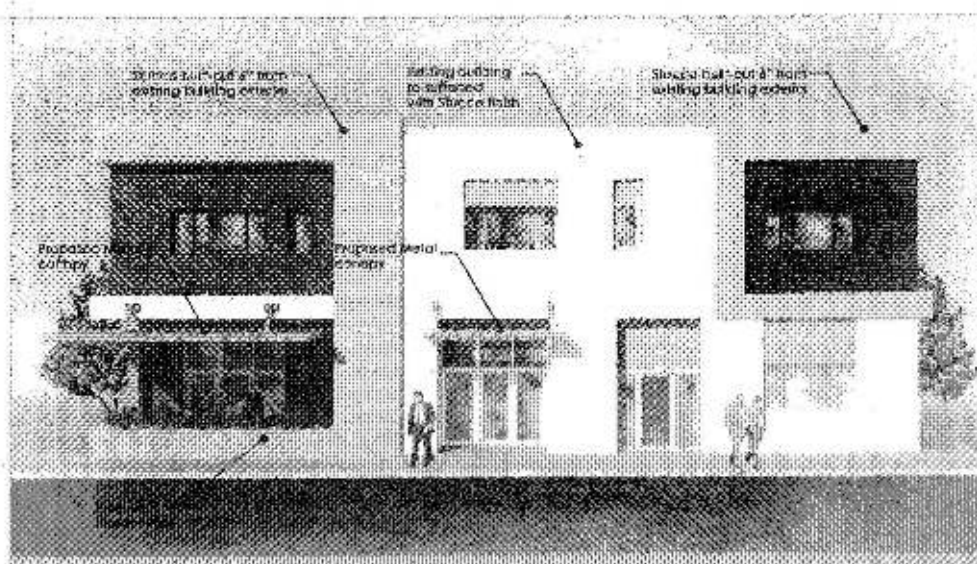
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



Proposed Façade Improvements: 808 Queen Street East

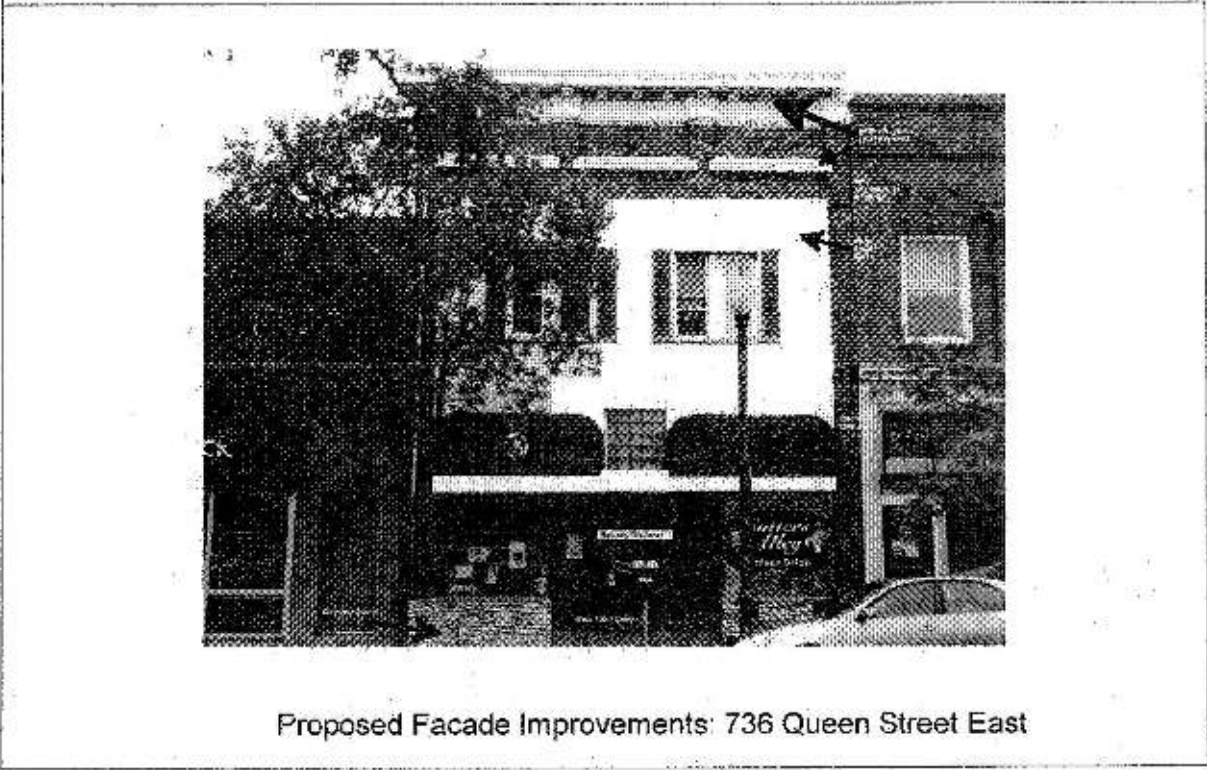
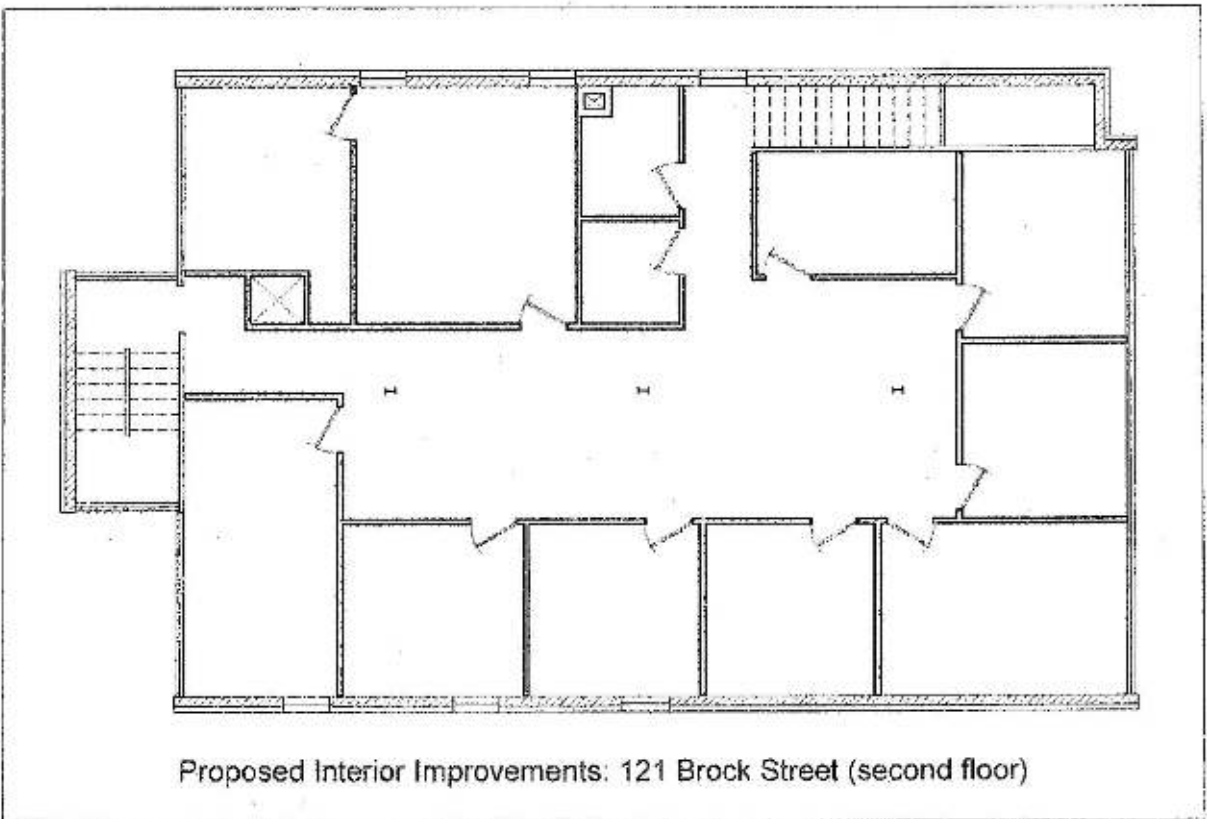


PROPOSED BUILDING ELEVATION- 119 GORE STREET

Proposed Façade Improvements: 119 Gore Street



Proposed Facade Improvements: 853 Queen Street East



Andy Starzomski
Manager Traffic &
Communications



Public Works &
Transportation
Department

July 18, 2011

Mayor Amaroso
And Members of Council

RE: Willow Avenue – Addition to Schedule "A" By-Law 77-200

Background

The Traffic Division of Public Works and Transportation was contacted earlier this year by a resident that lives on Willow Avenue across from the Group Health Centre. They expressed concern over the on road parking and requested that No Parking signs be installed.

As per the Ontario Traffic Manual "Parking control is necessary to support the rational utilization of curb lanes. The safe, unimpeded movement of traffic takes priority over curb-lane loading and unloading, which in turn takes priority over curb-lane parking". "Restricting the times when parking, standing and stopping are permitted increases roadway capacity and reduces congestion when most required, e.g. during peak periods."

Willow Avenue @ McNabb Street is three (3) lanes, 4.6m south bound curb lane, 3.4m south bound east turn lane and 4.0m north bound lane. Moving north to civic 12 the roadway changes to two (2) 6.0m lanes one north and one south bound. A parking sign currently exist in front of civic 12 with a right arrow that terminates at McNabb St.

Discussion

As a result of the request the Traffic Division visited the site in question on a number of occasions. On a regular basis vehicles were parked along the east side of Willow Avenue. It is suggested that these vehicles are being parked along Willow Avenue to avoid paying for parking at the Group Health Centre. Currently parking prohibitions exist on the west side of Willow Avenue for the extent of the Group Health Centre property.

Due to the congestion caused by the parking of vehicles on the roadway and safety concerns the Traffic Division circulated letters outlining a proposed parking prohibition. A number of the residents objected to the proposed parking prohibition to the north extent.

The Traffic Division has thus modified the proposed parking prohibition. The proposed parking prohibition will extend from 46m north of McNabb Street to the north extent of civic 34 on the east side of Willow Avenue for the hours of 8:00 am – 6:00 pm Monday – Friday Holidays exempt. It is felt the parking prohibition will increase roadway capacity, increase safety and give the residents flexibility during off peak hours and holidays. Councillors Pat Mick and Brian Watkins support this parking prohibition.

Recommendations

Add parking prohibition outlined below to Traffic By-Law 77-200 Schedule "A" Parking Prohibition.

Addition to By-Law 77-200 Schedule "A" Parking Prohibition

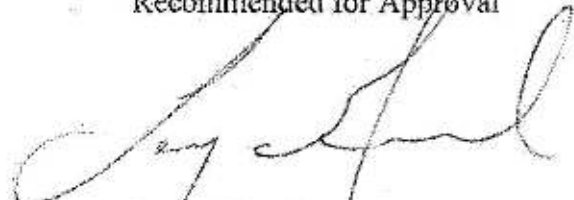
Street	Side	From	To	Prohibition
Willow Avenue	East	46m north of McNabb St	North Extent of Civic 34	8:00 AM – 6:00 PM Monday-Friday Holidays Exempt

Respectfully Submitted



Andy Starzomski
Manager Traffic & Communications

Recommended for Approval



Larry Girardi
Commissioner

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

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

Larry Girardi
Commissioner



Public Works &
Transportation
Department

2011 07 18

Mayor Debbie Amaroso
And Members of Council
Civic Centre

Subject: Viability of Creating a Pumpkin Dumping Depot Partnership.

On November 8, 2010, Council passed the following resolution:

Whereas many residents of Sault Ste. Marie purchase pumpkins during the Halloween season in order to create beautiful decorations; and

Whereas the City of Sault Ste. Marie has a leaf and yard waste program which creates composting for use in cemeteries, parks, and other greening operations/programs,

Now therefore be it resolved that the citizens of Sault Ste. Marie be reminded now and in the future to place their pumpkins in the leaf and yard waste bags instead of placing them in their regular garbage which goes to the landfill; and

Further that the Public Works and Transportation Department report back to Council of both the viability of creating a Pumpkin Dumping Depot Partnership.

Background

Although pumpkin collection has not been an issue in the past it has been noticed that more residents are using pumpkins as part of the decorations for Halloween. It is also noticed that the pumpkins are being deposited in the refuse collection or left at the side of the road instead of being put in with the leaf and yard waste.

Summary

The Waste Management program for leaf and yard waste is a very successful program and produces compost that is used in several areas throughout the City. It would be to our advantage to have residents put the pumpkins in with the leaf and yard waste which is collected from mid April to the end of November bi-weekly.

To address the need to remind residents about putting pumpkins in the leaf and yard waste bags PWT staff will use local advertising mediums to remind residents at least two weeks in advance of Halloween to put their discarded pumpkins in the leaf and yard waste bags. These bags can be purchased at several local stores.

Recommendation

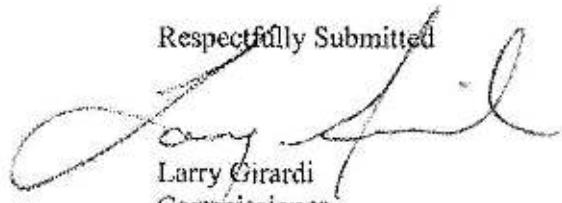
It is staff's recommendation that instead of creating a Pumpkin Dumping Depot we use the leaf and yard waste program to collect pumpkins. It is also recommended that we advertise at least two weeks in advance using local advertising mediums such as radio/newspaper.

RECOMMENDED FOR APPROVAL



Joseph M. Fratest
Chief Administrative Officer

Respectfully Submitted



Larry Girardi
Commissioner
Public Works & Transportation

66Xa)



2011 07 18

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Application No. A-15-11-Z.OP – filed by Sar-Gin Developments (Sault) Limited

SUBJECT PROPERTY: Location – Located on the west side of Great Northern Road, approximately 94m (308') south of its intersection with Drive In Road, civic no. 671, 671A & 683 Great Northern Road
Size – Approximately 95m (312') frontage x 257m (843') depth; 2.5ha (6 acres)
Present Use – Commercial/Industrial
Owner – Sar-Gin Developments (Sault) Limited

REQUEST: The applicant, Sar-Gin Developments (Sault) Limited, is requesting an Official Plan Amendment and Rezoning from "HZ.S" (Highway) zone with Special Exception 215, to exclude medical offices and ambulatory health care services from the calculation of the 30% allowable limit for office space. The effect of this application is to permit the construction of a new 1,070m² (11,520sq ft.) building to house medical offices.

CONSULTATION: Engineering – See attached letter
Building Division – No comment
Legal Department – No comment
PUC Services – No objections
Fire Services – No objection
CSD – No concerns
Municipal Heritage Committee – No concerns

Accessibility Advisory Committee – See attached letter

PREVIOUS APPLICATIONS

2007 – City Council approved a request to increase the amount of permitted retail sales from 15% to 50% gross leasable floor area.

2008 – City Council approved an application to increase the amount of permitted office uses from 15% to 30% gross leasable floor area.

2010 – City Council rezoned the rear 108m of the subject property to "HZS" (Highway) zone with Special Exception 215 extended from the front portion of the property. The effect of the application was to facilitate the development of a 25,000 – 35,000 sq. ft. commercial building. The interior side yard setback along the common lot line between 671 & 683 Great Northern Road was also reduced to 0m.

Conformity with the Official Plan

The applicant is requesting a rezoning to amend Special Exception 215 to exclude medical offices and ambulatory health care services from the maximum floor area (30%) allowed for general office space. The overall effect of this application is to facilitate the construction of a new 1,070m² (11,520sq.ft.) building to house medical offices, and allow the medical offices to be located throughout the Sar-Gin Centre development, which currently consists of four buildings totalling approximately 4400m² (47,366sq.ft.).

This application will require an Official Plan Amendment, by way of a notwithstanding clause to Commercial Policy 4 which requires that all new major office space be located within the downtown.

The front 94m (308') of the subject property is designated Commercial and the rear 108m (354') is designated Industrial on Land Use Schedule "C" of the Official Plan. The proposed building to house among other things, medical offices, will be located within the rear portion of the property, which is designated 'Industrial'. Official Plan land use designations are intended to be flexible when they do not coincide with physical features such as streets, railways, or rivers. In this case the Industrial/Commercial interface does not coincide with a physical feature. Consequently, this proposal conforms to the current land use designations on the subject property.

Comments

The applicant, Sar-Gin Developments (Sault) Limited, is requesting an Official Plan Amendment and Rezoning from "HZ.S" (Highway) zone with Special

Exception 215, to "HZ.S" (Highway) zone with an amended Special Exception 215 to exclude medical offices and ambulatory health care services from the calculation of the 30% allowable limit for office space. The effect of this application is to permit the construction of a new 1-storey 1,070m² (11,520sq.ft.) building to house among other things, medical offices.

This application is a direct result of the relocation of the hospital and similar to 2 previous applications to locate medical centres on nearby properties within close proximity to the new hospital site.

Referring to the site plan attached, the new building will be located towards the rear of the subject properties, and built across the common lot between 671 and 683 Great Northern Road. Access will be gained from Great Northern Road and through the existing 'strip mall' development consisting of four buildings and approximately 4,400m² (47,366sq.ft.) of gross leasable floor space.

The character of this side of Great Northern Road is highway commercial. The area behind the subject properties is medium industrial and part of the Industrial Park.

Commercial Policy "C4" of the Official Plan notes that major office space should be located within the downtown. In this instance it is appropriate to locate medical centres close to the new hospital. Although some health care practitioners will choose to stay in the downtown area, it is likely that some of those with hospital privileges or those that must be on-call will choose to relocate near the new hospital.

In recognizing this trend, as part of the Comprehensive Official Plan update, Planning staff reviewed the current policy which requires major office space to be located within the downtown and will propose an amendment exempting medical offices from this regulation. Given the new hospital location, it is neither practical nor good planning to require major medical office developments to stay within the downtown.

Correspondence from the Engineering Department notes that there is an existing storm water management plan for this development. The Consultant should provide the Engineering Division with certification that storm water management works are implemented as per the original design. In terms of servicing, the subject properties are currently under one ownership, however the applicant is reminded that appropriate easements will be required as part of any property transaction, to ensure that servicing is shared amongst the existing buildings.

Correspondence from the Accessibility Advisory Committee outlines a number of accessible design features that should be part of this development. The Committee further notes that medical offices should be held to the highest standard of accessibility, in both interior and exterior spaces. The proposed

building and site will need to adhere to the Ontario Building Code, as well as the current accessible site plan design guidelines. The Accessibility Committee will have the opportunity to review the exterior details of the development as part of the Site Plan Control review process. Given the use as a medical centre; the applicant is urged to meet with the Accessibility Committee to discuss the overall accessibility of the development prior to applying for a building permit.

SUMMARY

The new hospital is a large institutional use that will generate new supportive development within the surrounding area.

The subject properties are large enough to support the intended use and the surrounding area is commercial and industrial in nature, so buffering is not an issue.

The proposed new building will likely round out or complete the substantial commercial development known as the 'Sar-Gin Centre'. The proposed medical centre will fit in nicely with the current tenants occupying the existing buildings.

The area is subject to Site Plan Control and an amendment to the existing site plan will be required. At that time staff will review the exterior details of the development to ensure that among other things, drainage works and accessibility features are appropriately incorporated into the development.

Planning Director's Recommendation

That City Council approves Official Plan Amendment No. 180 by way of a notwithstanding clause to Commercial Policy 4, to permit major medical office space to be located outside of the downtown, and that City Council rezone the subject property from "HZ.S215" (Highway) zone to "HZ.S215" (Highway) zone with an amended Special Exception to exclude medical and ambulatory health care offices from the allowable limit (not more than 30% GLA) of office space on the subject properties.

PT/pms

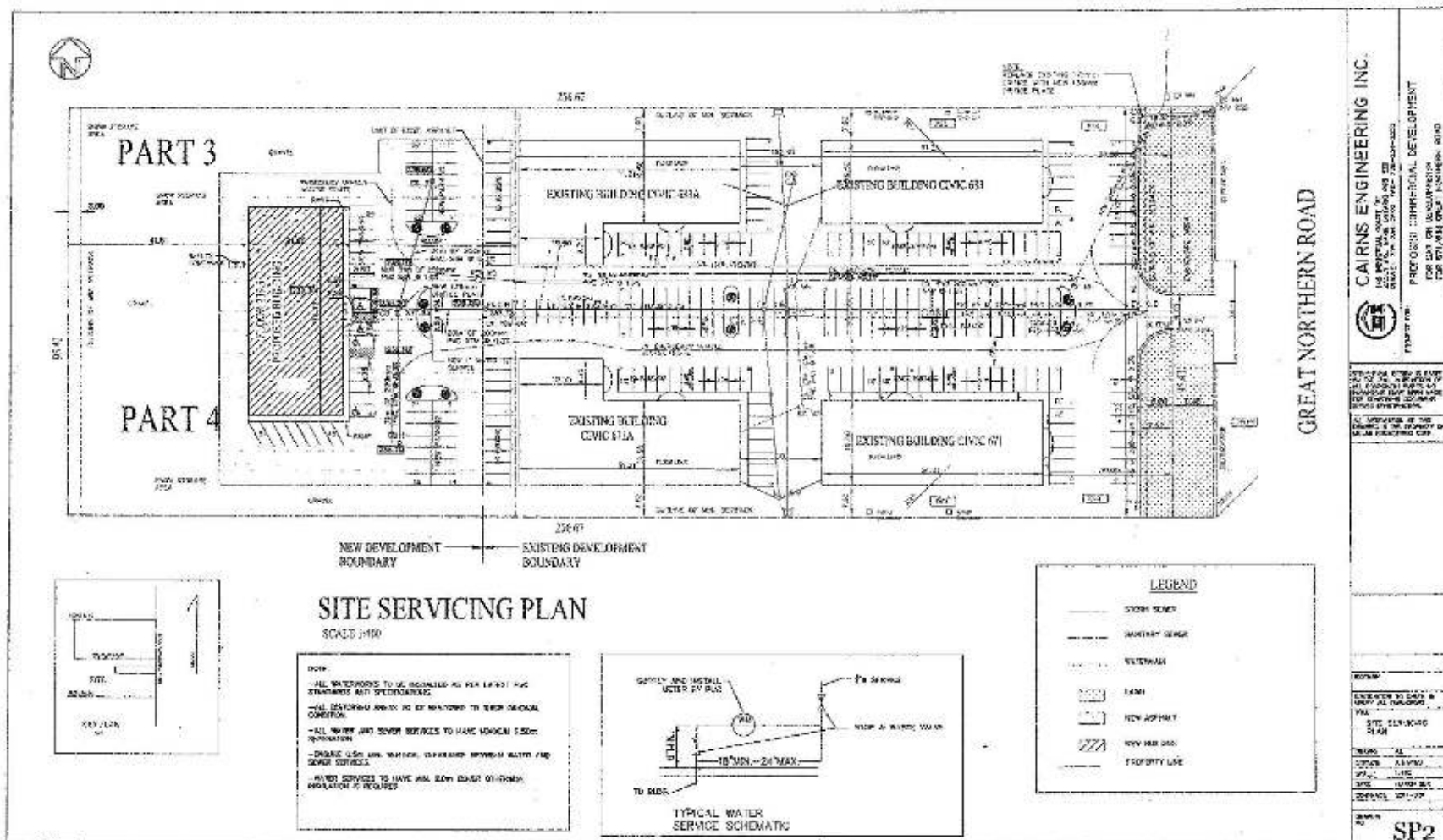
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

PUBLIC HEARING – 2011 07 18, Council Chambers, Civic Centre

666Xa



CAIRNS ENGINEERING INC.
 1000 10th Avenue North
 Suite 100
 Fort Smith, AR 72901
 Phone: (501) 851-1111
 Fax: (501) 851-1112
 Email: info@cairns-engineering.com
 Website: www.cairns-engineering.com



PROFESSIONAL DEVELOPMENT
 FOR DAY OR EQUIVALENT
 FOR ENGINEER'S LICENSE AND
 FOR THE STATE OF ARIZONA

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6(b)(a)

**AMENDMENT NO. 180
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the Text of the Official Plan as it relates to the Commercial designation.

LOCATION:

Plan H744 Lot 13 PT RCP RP 1R7274 Part 3, located on the west side of Great Northern Road approximately 95m south of it's intersection with Drive In Road. Civic no. 671, 671A & 683 Great Northern Road.

BASIS:

This Amendment is necessary in view of a request to permit unlimited medical office space upon the subject property.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

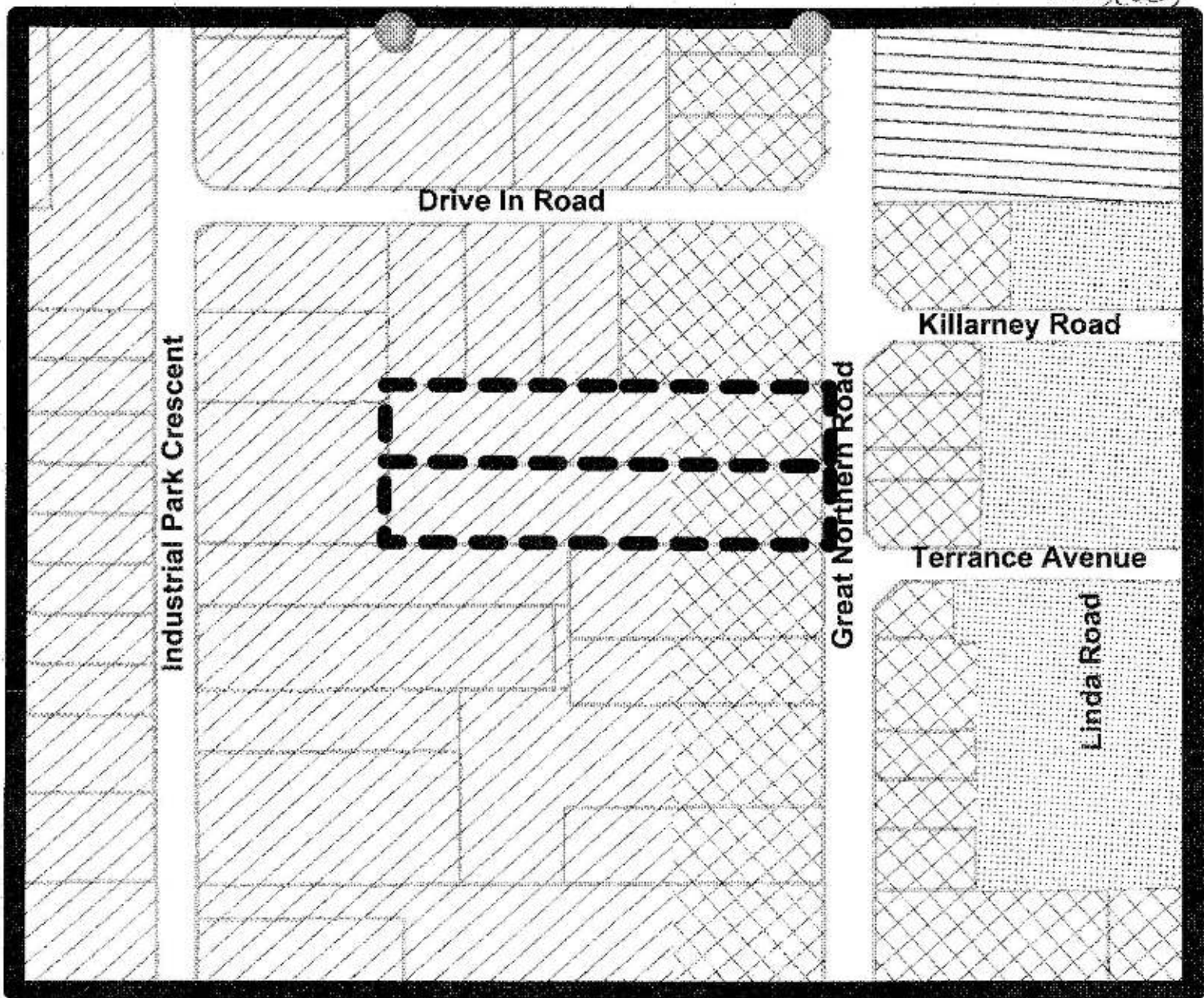
"Special Exceptions"

122. Notwithstanding the Commercial policies of the Official Plan, Plan H744 Lot 13 PT RCP RP 1R7274 Part 3, located on the west side of Great Northern Road approximately 95m south of it's intersection with Drive In Road. Civic no. 671, 671A & 683 Great Northern Road may be used for medical offices. More specifically, medical offices will not be counted towards the maximum allowable office space upon the subject properties.

INTERPRETATION:

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

66(a)



OFFICIAL PLAN MAP

APPLICATION NO: A-15-11-Z-OP

671 & 683 GREAT NORTHERN ROAD



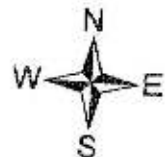
Subject Property = 671-683 Great Northern Road

Official Plan

Land Use Designation

- Residential
- Commercial
- Institutional
- Industrial

OPA 180



Metric Scale
1 : 3500

Maps
98 & 1-112

Jerry D. Dolcetti, RPP
Commissioner

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



6(6)(a)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-6378
Fax: (705) 541-7165



2011 06 15

Our File: A-15-11-Z.OP

Donald B. McConnell, MCIP, RPP
Planning Director
Engineering and Planning Department
City of Sault Ste. Marie

Dear Mr. McConnell:

**RE: A-15-11-Z.OP - REQUEST FOR AN AMENDMENT - OFFICIAL PLAN & ZONING BY-LAW
671, 671A & 683 GREAT NORTHERN ROAD**

There is storm water management proposed for this development, to ensure that post development flows do not exceed predevelopment flows. The Consultant should provide the City with Certification at the completion of construction, indicating whether the storm water management was implemented as per the original design, with any associated photographs that may be applicable.

In terms of servicing, it is my understanding that the property is currently under one ownership. If a future sale takes place, in which divided ownership is an issue, the appropriate easements will be required as part of the transaction. Servicing is shared amongst the existing buildings.

If you have any questions, please contact the undersigned.

Sincerely,

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Larry Girardi, PWT
Jerry Dolcetti, Engineering & Construction

(d6)(a)



June 20, 2011

Don McConnell
Planning Director
City Planning & Engineering Division

SUBJECT: REZONING APPLICATION REVIEW -A-15-11-Z.OP

671, 671A & 683 Great Northern Road

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: As per Zoning Bylaw with accessible spaces closest to business entrance. Preferred higher number of accessible spaces where medical offices are located
2. Walkways & Sidewalks: ensure no obstacles intrude on walkways and sidewalks
3. Curb Cuts: at entrances preferred
4. Ramping: Keep at grade to ensure a safe path of travel or ensure that ramping is in compliance with Building Code.
5. Transit Access: good pull thru access for Parabus and close proximity for city buses
6. Lighting: In accordance with the Illuminating Engineers Society of North America Standards
7. Signage: Accessible Parking signs in accordance with Highway Traffic Act
8. Other: We request that medical offices be held to the highest standard of accessibility for persons with disabilities in both interior and exterior spaces.

Thank you for your attention to these recommendations.

6(6)(a)



☐ We request a Site Plan

☐ We do not want a Site Plan for review

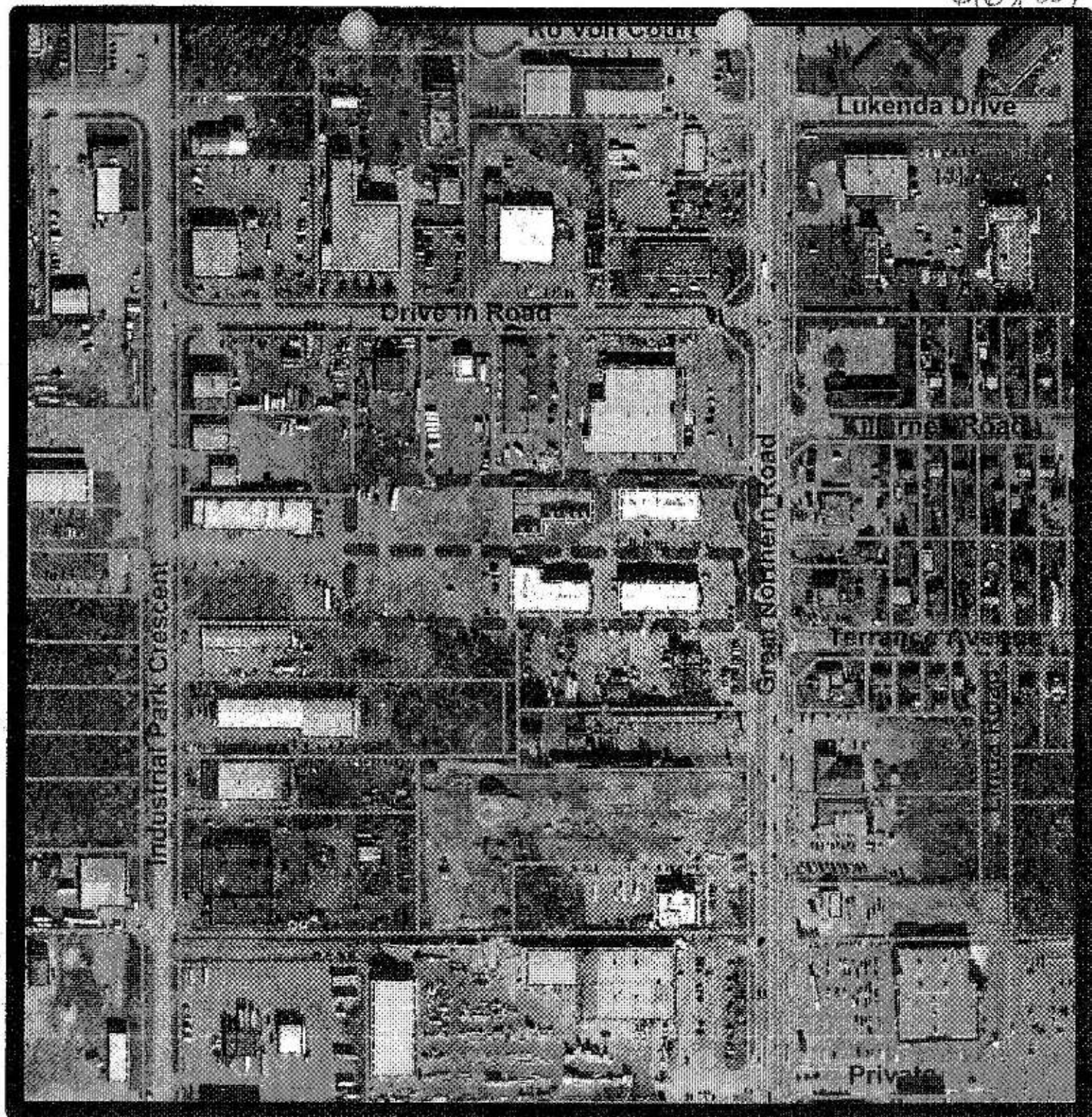
Sincerely,

Catherine Meincke

Chair, Site Plan Sub Committee

on behalf of The Accessibility Advisory Committee

6(6 X 2)



2008 ORTHO PHOTO

APPLICATION NO: A-15-11-Z-OP
671 & 683 GREAT NORTHERN ROAD



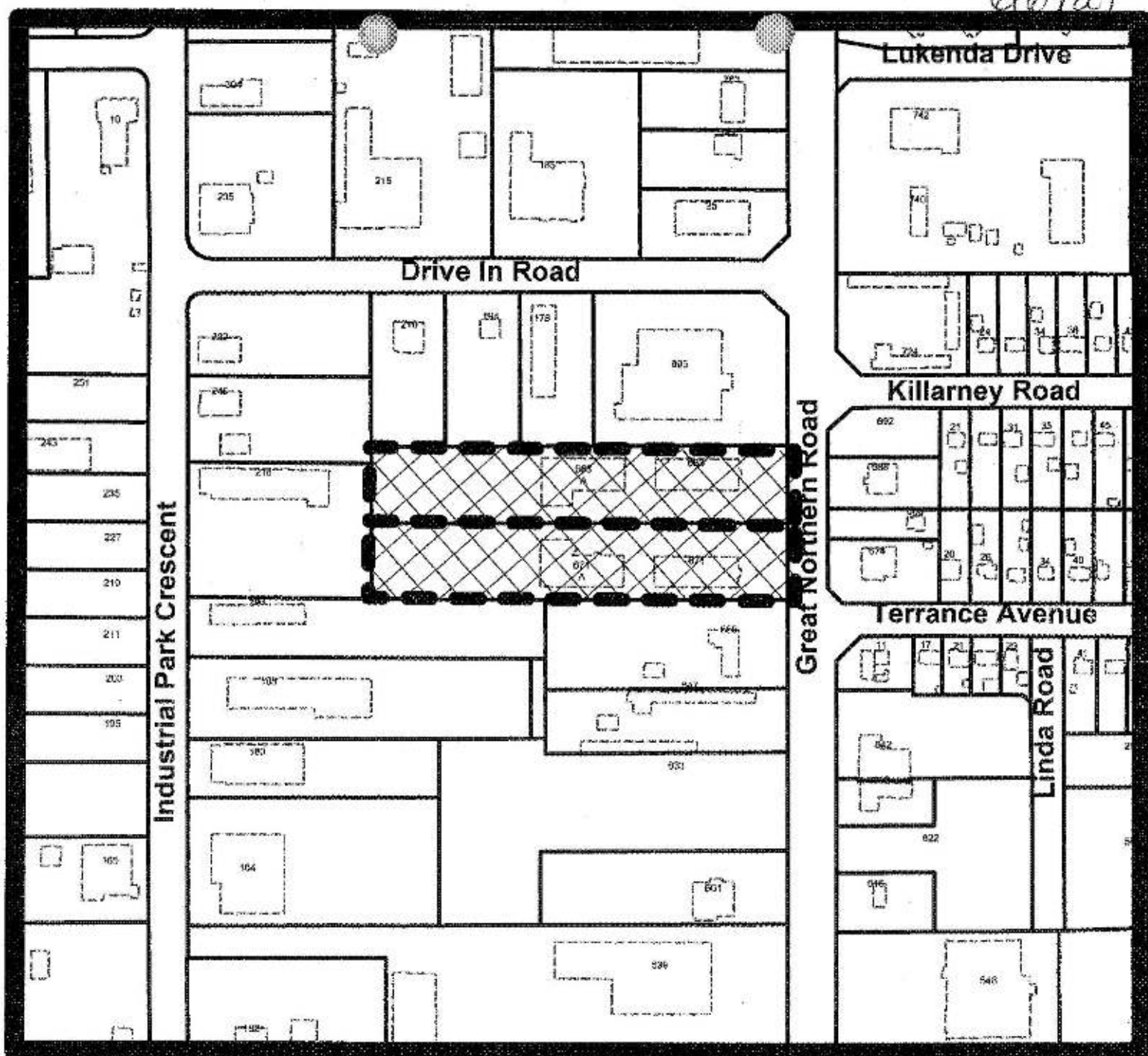
Subject Property = 671-683 Great Northern Road



Metric Scale
1 : 3500

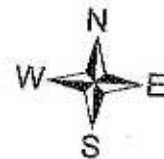
Maps
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Mail Label
A-11-15-Z



SUBJECT PROPERTY MAP

APPLICATION NO: A-15-11-Z-OP
671 & 683 GREAT NORTHERN ROAD



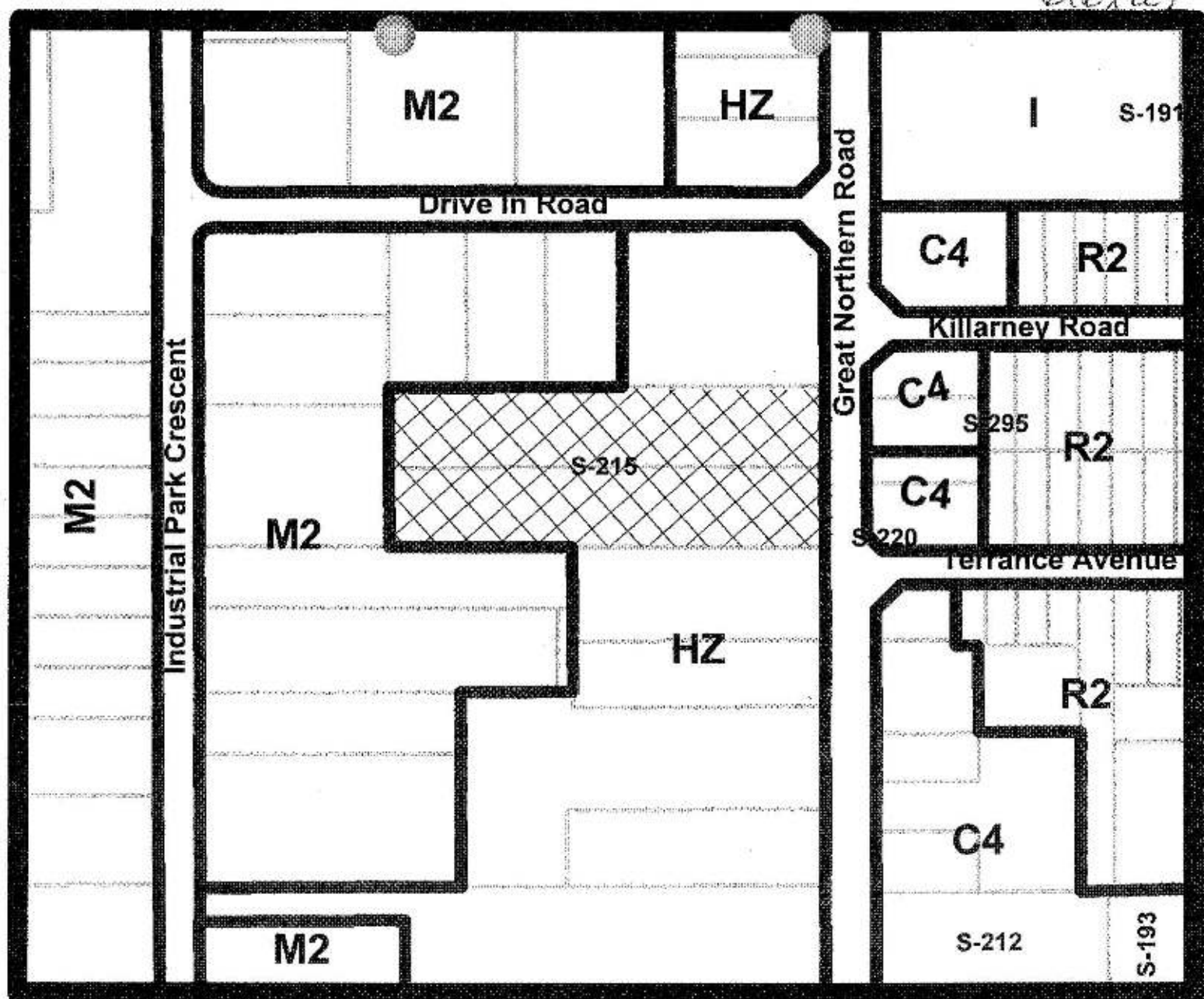
Metric Scale
1 : 3500

Maps
98 & 1-112

Mail Label
A-11-15-Z



616(a)



EXISTING ZONING MAP

APPLICATION NO: A-15-11-Z-OP
671 & 683 GREAT NORTHERN ROAD

Subject Property = 671-683 Great Northern Road

-  R2 - Single Detached Residential Zone
-  C4 - General Commercial Zone
-  HZ - Highway Zone
-  M2 - Medium Industrial Zone
-  I - Institutional Zone

S-No = Special Zoning Bylaw 2005-151



Metric Scale
1 : 3500

Maps
98 & 1-112

66Xb)



2011 07 18

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Application No. A-16-11-Z – filed by Armando
& Teresa Pulente

SUBJECT PROPERTY: Location – Located on the north side of Second
Line West, approximately 120m (394') east of
its intersection with Korah Road, civic no. 282
Second Line West
Size – Approximately 21m (68.6') frontage x
30m (97.4') depth; 620m² (6,680sq.ft.)
Present Use – Currently vacant (formerly
beauty salon & one apartment dwelling)
Owner – Armando & Teresa Pulente

REQUEST: The applicants, Armando & Teresa Pulente,
are requesting a Rezoning from "R2" (Single
Detached Residential) zone to "C4" (General
Commercial) zone with a special Exception to
permit dwelling units on the ground floor.

CONSULTATION: Engineering – No objection
Public Works – No objection
Building Division – See attached letter
PUC Services – No objection
Fire Services – No objection
CSD – No concerns
Municipal Heritage Committee – No concerns
Accessibility Advisory Committee – See
attached letter

PREVIOUS APPLICATIONS

There are no previous applications on the subject property.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. Residential Policy R7 notes that 'commercial development of less than 200m² may be permitted on lands designated Residential without an Official Plan Amendment. The existing building on the subject property has a gross floor area of approximately 116m². Furthermore, it is not likely that the property is large enough to support commercial development in excess of 200m². Consequently, an amendment to the Official Plan is not required.

Comments

The applicants, Armando and Teresa Pulente are requesting a rezoning from "R2" (Single Detached Residential) zone to "C4" (General Commercial) zone with a Special Exception to permit dwelling units on the ground floor. The existing building's main floor was recently occupied by a small beauty salon and a dwelling unit. The occupied attic space (second floor) is currently used for storage. According to the applicants, the existing uses have operated from the site since 1993, even though the property has been zoned residential since that time. Very recently the beauty salon closed and the property is currently vacant. Prior to closing on a property sale, the applicants have been requested by prospective purchasers to rezone the property to facilitate future commercial development.

In terms of commercial development potential, the subject property is quite small, with approximately 21m (68.6') of frontage and 30m (97.4') of depth, totalling 620m² (6,680sq.ft.). As per the site plan attached, the applicants are proposing to provide four parking spaces along the east lot line, and two spaces within the northwest corner of the property. Access to the commercial portion of the building is gained from the front door adjacent to Second Line. Access to the rear dwelling unit is gained from the west side of the building. A separate gravel driveway adjacent to the west lot line provides adequate parking for the residential use.

This portion of Second Line West is of a mixed land use character, with existing residences abutting the subject property to the east, west and north and the Market Mall across the street. There are a total of nine properties along this block of Second Line, between Korah Road and Brunswick Avenue, four are residentially zoned and occupied, and five are commercially zoned and occupied.

This area is experiencing a change from residential to commercial, and City Council has rezoned a number of properties along Second Line West to facilitate

commercial development. Having said this, the size of the subject property limits the commercial development potential. The protection of the abutting residential uses is also an important factor when considering the size and scope of any commercial usage of the property.

Given the size of the property and the abutting residential uses, it is appropriate to utilize the "CT2" (Commercial Transitional) zone rather than the "C4" (General Commercial) zone, which permits a wider variety of commercial uses, some of which may not be appropriate for this site. When compared to the "C4" zone, the "CT2" zone permits a narrower scope of commercial uses, and a wider variety of residential uses. For greater clarity, the permitted use lists for the "CT2" and "C4" zones are attached. Essentially, the permitted uses within a "CT2" zone are more akin to a neighbourhood commercial zone. Recently, Planning staff has recommended utilizing the "CT2" zone on smaller properties with abutting residential uses.

In the future, if the subject property can be expanded by adding abutting properties, then a rezoning to "C4" might be considered, however at this time, given the size of the property, abutting residential uses, and the existing main floor dwelling unit, the "CT2" zoning is more appropriate.

The gravel driveway which provides access and parking for the existing dwelling unit at the rear of the building is shared with the abutting residential neighbour to the west. Buffering in the form of a fence could impact the neighbour's ability to utilize their driveway. Furthermore, the layout of the site is such that the gravel driveway will remain residential in nature. It is therefore recommended that the buffering requirements be waived and that no fencing is required between the front lot line, and the rear (northwest) corner of the building. As per the site plan attached, fencing will still be required adjacent to parking spaces 5 & 6. Adequate buffering in the form of a fence will also be required along the east lot line, between the proposed commercial and existing residential uses. Given that the gravel driveway will remain residential in nature, it would be appropriate to waive the paving requirements and allow the driveway to remain as is.

It is recommended that Site Plan Control be utilized to ensure that among other things, appropriate fencing, landscaping along Second Line West, and paving of required commercial parking spaces, as required by Zoning By-law 2005-150.

Correspondence from the Building Division notes that there is no record of any permits being issued for commercial uses or upgrades to the building. The new owners are urged to contact Building Division as soon as possible to rectify these issues.

Comments from the Accessibility Advisory Committee outline a number of accessibility features that should be incorporated into the site and building. The owners must adhere to the accessibility requirements of the Ontario Building

66XLB

Code, the Zoning By-law and if site plan control is triggered, the City's Accessible Site Plan Guideline.

SUMMARY

The scope of the commercial development potential is limited by the small size of the subject property. Protecting the abutting residential uses is also an important factor to consider. Consequently, at this time a rezoning to the "CT2" (Commercial Transitional) zone is more appropriate than the "C4" (General Commercial) zone as originally requested by the Applicants. The "C4" zoning permits a wider variety of more intense commercial uses than those permitted in the "CT2" zone. The "CT2" zone will also offer the applicants greater flexibility in locating dwelling units on the ground floor, which is not permitted under the "C4" zone.

Given the size of the subject property, the abutting residential uses, and the large volumes of traffic along this part of Second Line West, it is also recommended that the property be deemed subject to Site Plan Control, to give staff an opportunity to review the exterior details of the development, including drainage, landscaping and access.

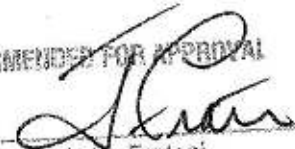
Planning Director's Recommendation

That City Council rezone the subject property from "R2" (Single Detached Residential) zone to "CT2" (Commercial Transitional) zone, subject to the following special conditions:

1. That the buffering requirements along the west lot line, between the front lot line and the northwest corner of the building be waived.
2. That the paving requirement for the existing gravel driveway along the west lot line be waived.
3. That the property be deemed subject to Site Plan Control.

PT/pms

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

PUBLIC HEARING – 2011 07 18, Council Chambers, Civic Centre

PLAN IR-2660

12' LANE (P) CLOSED BY BY-LAW N°
75-159 INST. T-157317, SUBJECT TO
BELL EASEMENT UNDER T-171051

PART 13
INST T-171056

Board Fence Cnc.
0.4' N, 0.7' W

PART 10
PART 11

PART 12

PART 14

LOT 29

LOT 28

LOT 30

LOT 27

LOT 26

LOT 25

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13.3 COMMERCIAL TRANSITIONAL ZONE (CT2)

Introduction

This zone provides for and regulates a mix of commercial, small office, and residential land uses throughout the community. While this zone is primarily applied to the areas immediately surrounding the Central Commercial Zone, it may also be applied as a neighbourhood commercial zone within residential areas. Building regulations will reflect the present forms of development, as well as encourage the re-use of existing buildings.

13.3.1 PERMITTED USES

- *Accessory uses*
- *{2007-105} Accessory use solar power installations*– Refer to Section 1.1.6 for additional regulations
- *{2006-200} Accessory use wind turbines* - Refer to Section 4.13 for additional regulations
- *Arts, culture, and heritage uses*
- *Bed and Breakfasts* – Subject to site plan control
- *Day care facilities*
- *Federal Provincial and Municipal Government administration*
- *Food services*
- *Exclusions: Fast food outlets, Bars and taverns*
- *Group homes*
- *Group residences* – Subject to site plan control
- *Home based business*
- *Information and technology services*
- *Nursing and Residential Care Facilities*
- *Office uses*
- *Parking Lots*
- *Personal services*
- *Residential Dwellings*
 - *Single Detached* - Subject to R3 zone regulations
 - *Semi-Detached* - Subject to R3 zone regulations
 - *Duplexes and Triplexes* - Subject to R3 zone regulations
 - *Multiple Attached* - Subject to R4 zone regulations
 - *Apartment Dwellings* – Subject to R4 zone regulations
- *Retail trade* – Maximum gross floor area = 300m², excluding existing buildings
- *Rooming houses*
- *Similar uses*



13.5 GENERAL COMMERCIAL ZONE (C4)

Introduction

This zone permits a wide variety of commercial uses. The most common of all commercial zones, this classification will permit mixed use buildings with commercial uses on the ground floor and *dwelling units* above.

13.5.1 PERMITTED USES

- *Accessory uses*
- *Accessory use storage trailers*
- *Accessory use seasonal garden centres*
- *{2007-105} Accessory use solar power installations- Refer to Section 1.1.6 for additional regulations*
- *{2006-200} Accessory use wind turbines - Refer to Section 4.13 for additional regulations*
- *Accommodation services*
- *Amusement and fitness facilities*
- *Arts, culture, and heritage institutions*
- *Assembly facilities*
- *Bingo halls*
- *Broadcasting*
- *Building, hardware, and garden supply stores*
- *Car wash facilities*
- *Day care facilities*
- *Delivery and courier services*
- *Food services*
- *Fuel sales*
- *Home based business*
- *Information technology services*
- *Motion picture and sound recording studios*
- *Motor vehicle rental and leasing services*
- *Motor vehicle sales and parts dealers*
- *Nursing and residential care facilities*
- *Office uses (Maximum gross floor area= 300m²)*
- *Parking lots*
- *Personal services*
- *Printing and related support activities*
- *Repair and maintenance*
- *Residential dwellings - no dwelling units on the ground floor*
- *Retail trade*
- *Similar uses*
- *Sports stadiums*
- *Tourism related services*

Peter Tonazzo

Subject: FW: Rezoning Application A-15-11-Z 282 Second Line West

From: Don Maki
Sent: June 14, 2011 1:31 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A-15-11-Z 282 Second Line West

Hi Don

The existing building may have been used for a business type occupancy. I do not have a record of any building work or permits being issued for the type of use. Depending on the use that would be proposed, a change of use permit or a building permit may be needed to upgrade the building safety. Please note that there will be buffers and paved parking associated with this proposed commercial use.

Don

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

07/06/11

6(6)(b)



June 20, 2011

Don McConnell
Planning Director
City Planning & Engineering Division

SUBJECT: REZONING APPLICATION REVIEW – A-16-11-Z.OP

282 Second Line West

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: As per Zoning Bylaw with accessible spaces closest to business entrance.
2. Walkways & Sidewalks: ensure no obstacles intrude on walkways and sidewalks
3. Curb Cuts: at entrances preferred
4. Ramping: Keep at grade to ensure a safe path of travel or ensure that ramping is in compliance with Building Code.
5. Transit Access: Close proximity for city buses
6. Lighting: In accordance with the Illuminating Engineers Society of North America Standards
7. Signage: Accessible Parking signs in accordance with Highway Traffic Act
8. Other: Business owner should be made aware of requirements of Accessible Customer Service Regulation 429/07 to ensure that accessibility for persons with disabilities is maintained.

Thank you for your attention to these recommendations.

☒ We request a Site Plan

☐ We do not want a Site Plan for review

6(6)(b)



Sincerely,

Catherine Meincke

Chair, Site Plan Sub Committee

on behalf of The Accessibility Advisory Committee

6(6)(b)



2008 ORTHO PHOTO

Planning Application A-16-11-Z

282 SECOND LINE WEST

Maps
80 & 1-90

Mail Label ID
A-16-11-Z

Legend



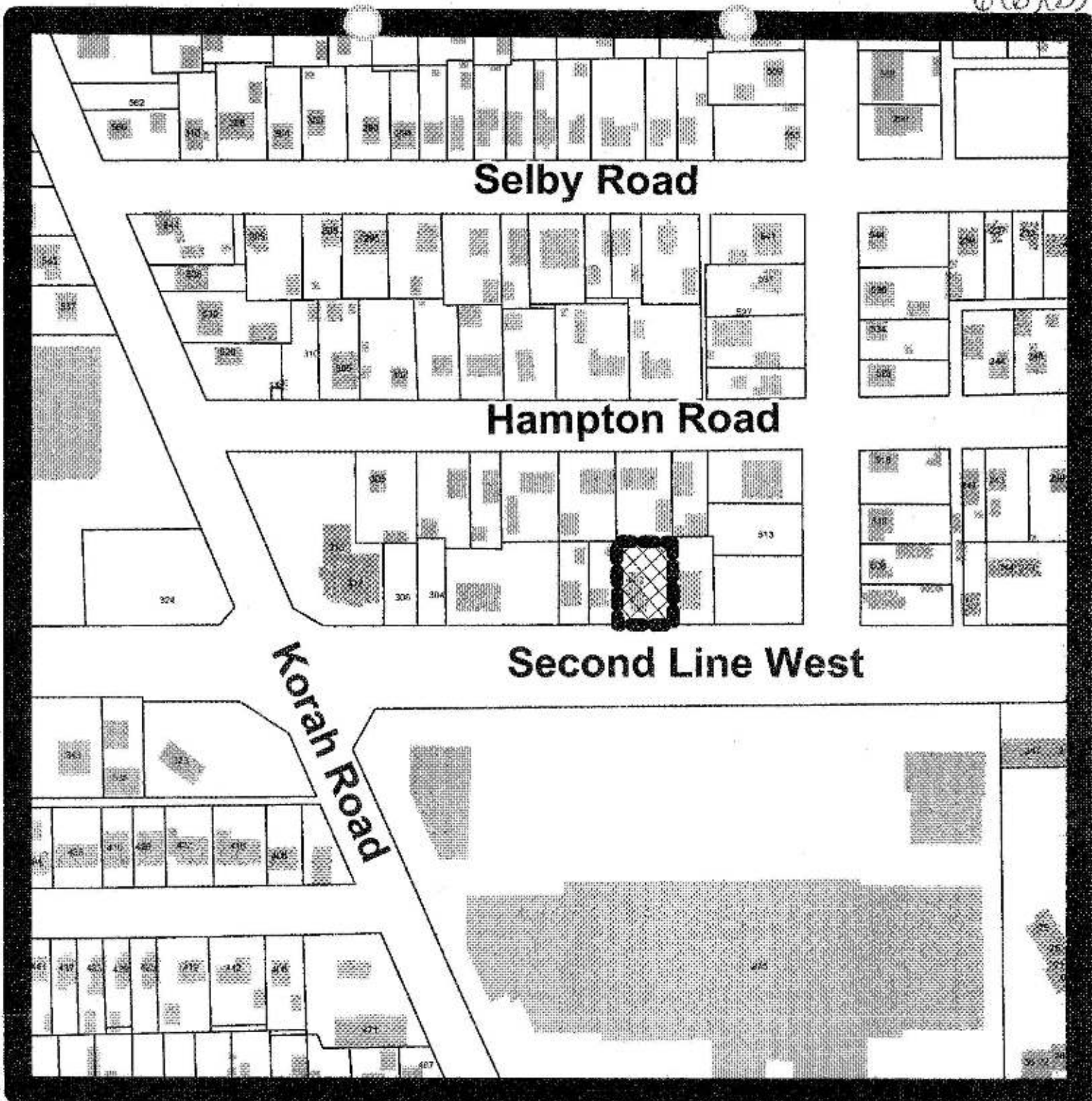
Subject Property = 282 2'nd Line W



Metric Scale
1 : 2000

June 2011

6(6)(b)



SUBJECT PROPERTY MAP

Planning Application A-16-11-Z

282 SECOND LINE WEST

Legend



Subject Property = 282 2'nd Line W



Subject Property = 282 2'nd Line W

Maps
80 & 1-90

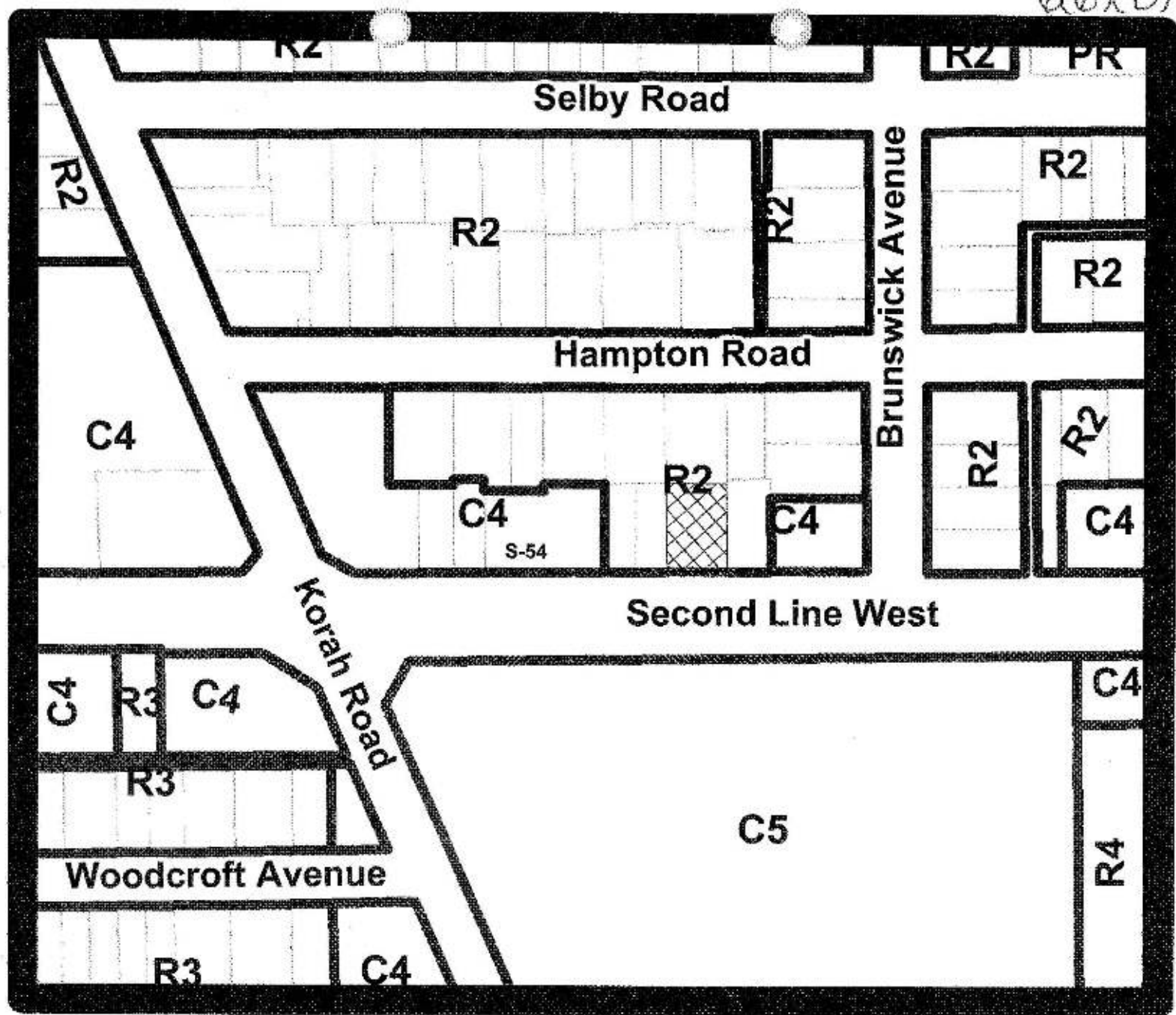
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June 2011



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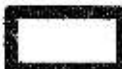
EXISTING ZONING MAP

282 SECOND LINE WEST

Planning Application
A-16-11-Z



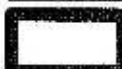
Subject Property = 282 2'nd Line W



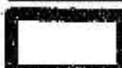
R2 - Single Detached Residential Zone



R3 - Low Density Residential Zone



C4 - General Commercial Zone



C5 - Shopping Centre Zone

S-No. = Special Exception Zoning



Maps
80 & 1-90

Mail Label ID
A-16-11-Z

Metric Scale
1 : 2000

June 2011



2011 07 18

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Application No. A-4-11-Z – filed by Sal-Dan
Developments Limited

SUBJECT PROPERTY:

Location – Located on the south side of Third
Line East, approximately 840m (2,756') east of
its intersection with Great Northern Road, civic
no. 817 Third Line East

Size – The irregularly shaped parcel has
approximately 437m (1,434') frontage; 26.4ha
(65 acres)

Present Use – Vacant

Owner – Dennis & Patricia Maninos

REQUEST:

The applicant, Sal-Dan Developments Limited,
is requesting an amendment to the previously
draft approved Fox Run Subdivision (57T-07-
505) to incorporate an altered street pattern
and parcel fabric.

The applicant is also requesting to rezone:

Block 1 – from "R2" (Single Detached
Residential) zone, "R3" (Low Density
Residential) zone, "R4" (Medium Density
Residential) zone and "R4.S255" (Medium
Density Residential) zone with a Special
Exception to Medium Density Residential zone
with an amended Special Exception 255 to
permit a fitness facility, in addition to the uses

currently permitted within the "R4" Special Exception 255 zoning.

Block 2 – from "R2" (Single Detached Residential) zone and "R4" (Medium Density Residential) zone to "R3" (Low Density Residential) zone.

Block 3 – the existing "R3" (Low Density Residential) zone will remain unchanged.

The overall effect of this application is to expand "Block 1" and allow it to be developed with a combination of apartment dwellings, institutional uses, and a fitness facility. The zoning on the remainder of the subject property "Block 2" & "Block 3" would be consolidated to "R3" (Low Density Residential) zone to grant greater flexibility in developing a mixture of single, semi, duplex and multiple attached dwellings.

CONSULTATION:

Engineering – See attached letter

Building Division – No comment

Legal Department – No comment

Municipal Heritage Committee - No concerns

PWT – See attached letters

PUC Services – See attached letter

CSD – No concerns

Conservation Authority – See attached Letter

Fire Services – No objection

Accessibility Advisory Committee – See attached letter

PREVIOUS APPLICATIONS

In 2007 City Council approved a rezoning, Official Plan Amendment and Draft Plan of Subdivision to facilitate the development of a serviced 193 lot subdivision (Fox Run) consisting of a mixture of housing types, park-space, and a mixed-use institutional/apartment component on the south western side of the subject property.

Conformity with the Official Plan

The subject property is designated "Residential" on Land Use Schedule 'C' of the Official Plan. The applicant is proposing to consolidate the residential zoning on

Blocks 2 & 3 to "R3" (Low Density Residential) zone, which will permit among other things, single, semi and townhouse dwelling units. The applicant is also proposing to increase the size of Block 1, to permit a mixture of apartment dwellings, limited institutional uses, and a fitness facility. The residential policies of the Official Plan permit institutional uses within residential areas. Consequently, an amendment to the Official Plan is not required.

Synopsis of the Application

This application encompasses the following 4 parts:
(Refer to 'subject property' map attached for greater clarity)

Block 1 – from "R2" (Single Detached Residential) zone, "R3" (Low Density Residential) zone, "R4" (Medium Density Residential) zone and "R4A 255" (Medium Density Residential) zone with a Special Exception to Medium Density Residential zone with an amended Special Exception 255 to permit a fitness facility, in addition to the uses currently permitted within the "R4" Special Exception 255 zoning.

Block 2 – from "R2" (Single Detached Residential) zone and "R4" (Medium Density Residential) zone to "R3" (Low Density Residential) zone.

Block 3 – the existing "R3" (Low Density Residential) zone will remain unchanged.

Amendment to 'Fox Run' Draft Approval – the applicant is also requesting an amendment to the previously draft approved Fox Run Subdivision (57T-07-505) to incorporate an altered street pattern and parcel fabric.

The overall effect of this application is to expand Block 1. Within the previously approved draft plan Block 1 was 2.59ha (6.4acres), and the amended draft plan proposes an expansion to encompass 7.66ha (19acres).

The zoning on the remainder of the subject property (Blocks 2 & 3) would be consolidated to "R3" (Low Density Residential) zone to grant greater flexibility in developing a mixture of single, semi, duplex and multiple attached dwellings.

Overall, it is estimated that up to approximately 730 dwelling units could be accommodated within the proposed subdivision, resulting in a maximum density of 25 dwelling units per hectare (10 units/acre). More specifically, Block 1 has the potential for a maximum of 380 dwelling units (20 units/acre) and Blocks 2 & 3 could accommodate up to a maximum of 350 dwelling units (7 units/acre).

Comments

The Fox Run Subdivision was originally draft approved by City Council in late 2007. At that time, different residential zones were applied to various parts of the subdivision in order to facilitate a variety of housing types, as well as limited institutional uses within a western block abutting the hospital site.

From a land use perspective, the overall effect of the rezoning portion of the application is to increase the potential residential density of the subdivision. This area is undergoing a dramatic land use change, resulting primarily from the location of the new Sault Area Hospital, which abuts the subject property to the west. The new hospital site is the focal point of a 47ha (115acres) institutional area that is currently bounded by Third Line to the north, Killarney Road to the south, Great Northern Road to the west, and the Fox Run and Windsor Farms subdivisions to the east. In addition to the hospital, there are also a number of nursing homes, the Northern Treatment Centre and the local Ontario Provincial Police Station. There remains some vacant property within this area, which will likely be developed institutionally. City Council has recently approved two applications to locate nearby medical offices. There is also another application on Council's Agenda to locate a third medical office on a nearby property.

The portion of Great Northern Road between Second Line and Third Line contains a variety of commercial amenities, and further west of Great Northern Road is the Industrial Park.

Although the subject property is located at the edge of the Urban Settlement Area, the nearby uses generate a great deal of employment and offer a full variety of commercial and institutional services. Therefore, from a land use perspective, a mix of housing and higher residential densities are appropriate for the subject property.

Rezoning aside, the amended draft plan contains a number of alterations from the original draft plan, both of which are attached. For the most part, stormwater management and parkspace areas will not change.

The altered road pattern will be more direct with fewer cul-de-sacs. 'Fox Run Boulevard' will continue to be the main access to the subdivision and will provide a link between Third Line, the Fox Run and Windsor Farms subdivisions, and further south to Old Garden River Road. It is likely that in the future this roadway will accommodate a public transit route. Consequently, much like the original draft approval, conditions will require that the roadway be constructed to a standard that will support a City bus route, including concrete pads for future bus stop shelters. Given the more direct nature in which 'Fox Run Boulevard' will link Third Line with Windsor Farms Subdivision and Old Garden River Road, it is recommended that traffic calming devices be utilized to slow local traffic and discourage through traffic.

Given the increased densities proposed by the applicant, it is recommended that Fox Run Boulevard have sidewalks on both sides. Furthermore, Springwater Loop and Avenue Road should also have continuous sidewalks on at least one side. These sidewalks will facilitate safe pedestrian movement, especially along Fox Run Boulevard.

The new draft plan also proposes to expand the western 'mixed use' block from 2.59ha (6.4acres), to 7.66ha (19acres). The developer currently envisions a ring road with lower density residential development (two storeys) around the north, south and east edges of the Block. Higher density development with ground floor institutional uses would occur within the 'inside' of the ring road and along the western edge of the subject property which abuts the hospital site. The developer's preliminary concept is to construct terraced buildings with the tallest portions located towards the middle and western edge of the site. Parking would be accommodated within an underground structure, which would also provide underground connections to the various buildings.

Much like the original draft approval, the developer is aiming to create a lifestyle residential community with limited institutional uses. The applicant is requesting that the current zoning on the western part of the Draft Approved Fox Run Subdivision be expanded to encompass all of Block 1. The current zoning is "R4" (Medium Density Residential) zone with Special Exception 255, which permits the following additional uses:

1. Accessory Uses
2. Care Facilities
3. Group Home
4. Group Residence
5. Hospice
6. Hospital
7. Medical Centre
8. Nursing and Residential Care Facility
9. Parks and Playground
10. Place of Worship
11. Recreational Facilities – excluding animal pens and cages, bandstands and horse riding establishments.

The maximum height associated with any use or building is five storeys, and any building with an institutional use is subject to the "I" (Institutional) zone building regulations. The overall intent of the Institutional zone building regulations is to create a park-like setting with increased setbacks and landscaping requirements.

Part of this rezoning includes adding 'fitness facilities' as an additional permitted use within Block 1. At this point the fitness facility is intended to be accessory to and for the exclusive use of occupants of the dwellings located within the Fox Run Subdivision. A fitness facility would be an appropriate addition to the

existing list of permitted uses and dwelling units. Given the size and scope of the proposed development, such a nearby amenity would add to the lifestyle nature of the development proposed for Block 1.

Agency Comments

Engineering

The Engineering Division notes that the revised storm sewers plan shows an outlet pipe on private property. An easement will be required to facilitate this design. An amended soils report is also required prior to the preparation of a Subdivision Agreement. The soils report should include a list of lots that require a review by a professional engineer in relation to footing design where fill will be required.

Given that the road pattern has changed, the amended soils report shall also comment on the fill requirements for the ravine crossings, including any potential settlement of fill.

Engineering also notes that the proposed pumping station has been moved to a ravine area, which will require some comment in terms of design.

Finally, the applicant is reminded that sufficient land area must be carried forward to accommodate stormwater management that will meet current MOE guidelines, slopes and setbacks, as well as access for future maintenance.

The additional information requested by Engineering must be submitted prior to the applicant entering into a Subdivision Agreement with the City.

PUC Services Inc.

The PUC outlines a number of concerns related to water and electrical servicing related to the revised street layout, as well as servicing upgrades that may be required due to the proposed increase in residential density. The applicant's consultant has responded to PUC's concerns in a letter dated July 4, 2011 (attached).

The applicant is aware that further information will be required to address estimated water system demand and capacity, given the increased development density proposed for Fox Run.

The loss of the connecting/loop road concept and the creation of two isolated dead end street areas will result in the need for an easement to loop the water system. This concept may also result in additional costs for electrical servicing.

Finally, allowance for adequate servicing for Block 1 may also have cost implications for the developer, to ensure that adequate allowances are provided for the range of development potential for Block 1.

The applicant is aware of these requirements, which will form part of a Subdivision Agreement between the developer and PUC Services Inc.

Public Works and Transportation

Staff from PWT note that appropriate easements will be required to maintain all infrastructure. An updated plan and profile for the road system is also requested.

It is also noted that Fox Run Boulevard should be named Foxborough Trail, as the road is the northerly extension of the existing Foxborough Trail which runs through Windsor Farms Subdivision to the south.

The amended draft plan shows Foxborough Trail as a more direct route and as such, traffic calming devices should be explored and constructed by the developer, to the satisfaction of PWT.

Staff from PWT also indicates that the developer will need to determine if the proposed development will impact the downstream capacity of the existing trunk sanitary sewer system. This should be confirmed by the developer prior to the finalization of the subdivision agreement.

PWT also advises that the forced sanitary sewer main will require flushing ports, the type and design to be dependent on the size of the main. As well, any pump stations that are to be part of the servicing infrastructure shall be FLYGT type, which is the PWT standard.

With respect to any walkways that may be located within the stormwater management areas, staff from PWT state that the minimum 3m width standard be applied in order to accommodate service vehicles that will maintain the storm water retention areas.

PWT's questions and comments must be satisfied by the developer prior to entering into a Subdivision Agreement with the City.

Sault Ste. Marie Region Conservation Authority

The entire site is within the CA's regulated area; therefore, permits will be required prior to any development or site alteration. Prior to the approval of any future permits, the CA will require the information prescribed in the attached correspondence dated September 28, 2007.

The Conservation Authority has also advised that any existing wells on the property must be decommissioned in accordance with MOE guidelines. Prior to the finalization of the subdivision agreement, the developer should confirm any existing wells that are to be decommissioned.

The CA will also require sedimentation and storm water management plans that address storm water quality, quantity and potential off-site impacts to fish habitat. This will be addressed prior to the finalization of the subdivision agreement.

Prior to final approval, the CA will designate which properties will remain under their regulatory requirements. Staff recommends that the developer inform future lot owners as to which lots will be affected by CA regulations.

The Conservation Authority also advises that all fill to be used in the development be clean fill as defined by the CA.

Accessibility Advisory Committee

The Accessibility Committee provides a number of comments pertaining to the publicly accessible spaces such as sidewalks and curb cuts. The developer will be required to construct roadways, sidewalks and curb cuts in accordance with City standards.

The Accessibility Committee also requests that a pedestrian signal be installed with hatching to identify pedestrian road crossings. The location and need for any pedestrian signals will be further reviewed as part of the Subdivision Agreement phase.

Neighbourhood Comments

Mr. Powell and Mrs. Best are the owners of 817 Third Line East, which abuts the northwest corner of Block 1 of the subject property. Attached are comments prepared on their behalf by Planning Advisory Services. Mr. Powell and Mrs. Best request that the following conditions be incorporated into the zoning on Block 1:

1. That the lands abutting the east and south lot lines of 817 Third Line East be rezoned to "R3" with a Special Exception.
2. That the "R3.S" zoning be to a minimum depth of 46.6m (153') where it abuts 817 Third Line East.
3. That the Special Exception zoning abutting 817 Third Line East include the following:
 - a. That the uses be limited to single, semi and multiple attached dwellings.
 - b. That the maximum building height be two storeys.
 - c. That the rear yards of any development abut the east and south lot lines of the 817 Third Line East.

These conditions were negotiated between the owners of 817 Third Line East and the Applicant. Essentially, the owners are requesting that any development abutting their property be single, semi or townhouses not exceeding two storeys, and that such residences be oriented in a manner that rear yards will abut 817

Third Line East. The applicant has confirmed agreement with these conditions, as they meet his intention of developing the peripheries of Block 1 at lower densities, with higher densities towards the middle.

Correspondence from Mr. Joe Gass, 960 Third Line East, is attached to this report. 960 Third Line East is located across from the eastern portion of Block 102 as shown on the revised Draft Plan. Block 102 encompasses the ravine lands adjacent to Third Line and will not be developed.

Mr. Gass's correspondence includes several questions, primarily relating to safety concerns and increased traffic on Third Line. There is no doubt that this portion of Third Line has seen an increase of traffic since the new hospital opened. There is currently an environmental assessment underway for this portion of Third Line. The EA process will consider various design alternatives based on estimated traffic volumes, future development potential, and public input. The City's Engineering Department, with the Consultant AECOMM are aware of Mr. Gass's concerns and will contact him directly to discuss these concerns.

Correspondence from Robert Paciocco is also attached to this Report. Mr. Paciocco represents Windsor Farms Subdivision Limited which is the owner of the 88-lot single detached subdivision abutting the subject property to the south. Windsor Farms Subdivision Limited also owns property to the east of Windsor Farms Subdivision, which abuts the Fox Run property to the south.

The abutting neighbours to the south outline two concerns.

1. It is noted that based on the revised street pattern, an amendment to the existing Draft Plan approval for Fox Run Subdivision should be requested. Drafted prior to the first circulation, the applicant has amended the application and submitted a revised Draft Plan for approval.
2. They are requesting that the abutting southern portion of the Fox Run Subdivision be developed with single detached homes to provide a better transition or buffer from the proposed mixed use buildings on Block 1, and the potential semi and multiple attached dwellings that could be developed along the south side of Block 2, or Avenue Road as shown on the amended draft plan attached.

It is recommended that the southern portion of Block 1 be developed in a manner that is consistent with the agreement between the applicant and Mr. Powell and Mrs. Best. The "R3" zoning will be applied to the southern 46.6m (153') of Block 1 and permit among other things, single detached, semi-detached and multiple attached dwellings with a maximum height of two storeys. This will provide a reasonable transition between the higher density development potential on Block

1 and the single detached development potential on the abutting properties within the Windsor Farms Subdivision.

Summary

The Applicant, Sal-Dan Developments Limited is requesting a rezoning and an amendment to the previously draft approved Fox Run Subdivision. The effect of this application is to increase the overall density of development. The consolidated "R3" (Low Density Residential) zone will grant the developer greater flexibility in building single, semi and multiple attached (townhouse) dwelling units throughout Blocks 2 & 3 of the Subdivision.

The altered street pattern as proposed is more direct, and in many cases this road pattern will more efficiently provide access to the residential lots. Given the direct route of Fox Run Boulevard, it is recommended that as part of the final subdivision agreement, the applicant explore traffic calming measures to slow traffic and discourage through traffic. It is also recommended that as a condition of approval, sidewalks be constructed on both sides of Fox Run Boulevard and at least one side of Avenue Road and Springwater Loop.

The applicant is also proposing to expand Block 1 from 2.59ha (6.4acres), to encompass a total 7.66ha (19acres). It is recommended that original zoning (R4.S255) be expanded along with Block 1 to permit limited institutional uses and apartment dwellings (among other things). The maximum height would remain unchanged at five storeys.

Although it is the applicants intent to develop Block 1 in a manner that provides lower density dwellings along the peripheries of the site, it is recommended that the "R3" (Low Density Residential) zone be applied to a depth of 46.6m (153') from the south lot line of Block 1, as well as the east and south lot lines of 817 Third Line East. Such zoning would provide a reasonable transition between the higher density residential development and abutting single detached uses. It is further recommended that the R3 zoning be subject to a special exception requiring future residences to be oriented in a manner that the rear yards face the abutting properties. This will ensure that roadways or access drives are not developed adjacent to abutting single detached residential properties.

The attached letter from Planning Advisory Services, on behalf of the owners of 817 Third Line East further requests that the R3 zoning adjacent to 817 Third Line East contain a special exception limiting the uses to single, semi and multiple attached dwellings only, to a maximum of 2 storeys. The maximum building height is redundant as buildings within an R3 zone are limited to 2 storeys in height. It is further recommended that the special zoning permit the following uses in addition to those proposed by the applicant:

- Accessory Uses

- Duplex Dwelling
- Bed and Breakfast (subject to site plan control)
- Home based business

The additional uses are consistent with a mixed residential neighbourhood and would not impact abutting neighbours at 817 Third Line East and the western portion of the draft approved Windsor Farms Subdivision.

Although from a land use perspective higher residential densities are appropriate for this area, there are a number of technical questions that arise from the increased densities above those already draft approved. These technical concerns must be addressed prior to entering into a Subdivision Agreement with the City and PUC Services Inc. The applicant will work with City, PUC and Conservation Authority staff to address these questions and concerns.

Finally, it is worth noting that the majority of the conditions to draft approval have been carried over from the original Fox Run Subdivision, however where lot numbers have changed, such conditions have been altered accordingly.

Planning Director's Recommendation

That City Council approves the application and rezones the subject property in the following manner:

1. That Block 2 be rezoned from "R2" (Single Detached Residential) zone and "R4" (Medium Density Residential) zone to "R3" (Low Density Residential) zone.
2. That the following areas be rezoned "R3" with a Special Exception:
 - a. To a depth of 46.6m to the east and south of the east and south lot lines of 817 Third Line East.
 - b. To a depth of 46.6m along the south lot line of Block 1.
3. That the following special provisions apply to the "R3" areas outlined in Item 2:
 - a. That the uses be limited to:
 - i. Single Detached Residential
 - ii. Semi-detached Residential
 - iii. Duplex Dwelling
 - iv. Bed and Breakfast (subject to site plan control)
 - v. Home based Business
 - vi. Accessory uses
 - b. That the resulting lots and buildings be oriented in a manner that rear yards are adjacent to 817 Third Line East and the lots located in the Windsor Farms Subdivision.
4. That with the exception of the "R3" areas outlined above, the remainder of Block 1 be rezoned to "R4.S255" (Medium Density Residential) zone with

an amended Special Exception to permit a 'Fitness Facility' as an additional permitted use.

5. That with the exception of the "R3" areas outlined above, Block 1 be deemed subject to Site Plan Control.

That City Council approves an amended Draft Plan of Subdivision by replacing the original Draft Plan dated September 11, 2007 with the amended Draft Plan dated June 17, 2011, subject to the following conditions to Draft Approval:

6. That prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to the following:
 - a) That the streets, corner roundings, in-ground services, sidewalks, drainage, etc., be designed and constructed to the satisfaction of the Commissioner of Engineering and Planning or his designate.
7. That as part of the Subdivision Agreement, the developer informs potential purchasers of the lots affected by the fill regulated area and that a permit is required from the Conservation Authority prior to the placing of any fill or development. The Conservation Authority shall determine which lots will remain under the regulatory requirements of Ontario Regulation 176/06.
8. That as part of the finalization of the Subdivision Agreement, the developer be required to pay cash in-lieu of parkland for the deficiency in dedicated park space, which will be used to purchase playground equipment.
9. That prior to the finalization of the Subdivision Agreement, a per-lot fee, the amount to be determined by the City's Parks Division, should be collected from the developer for tree plantings.
10. That Blocks 96, 97, 98 & 101 as shown on the amended Plan attached, be dedicated to the municipality for open space, park land and storm water management.
11. That sidewalks be provided along both sides of Fox Run Boulevard, and that a continuous sidewalk be provided along at least one side of Avenue Road and Springwater Loop. Such roadways are shown on the amended Draft Plan attached.
12. That prior to the finalization of the Subdivision Agreement, a phasing plan be completed to the satisfaction of the Commissioner of Engineering and Planning or his designate, which outlines the phasing of the development with respect to lot creation and servicing.

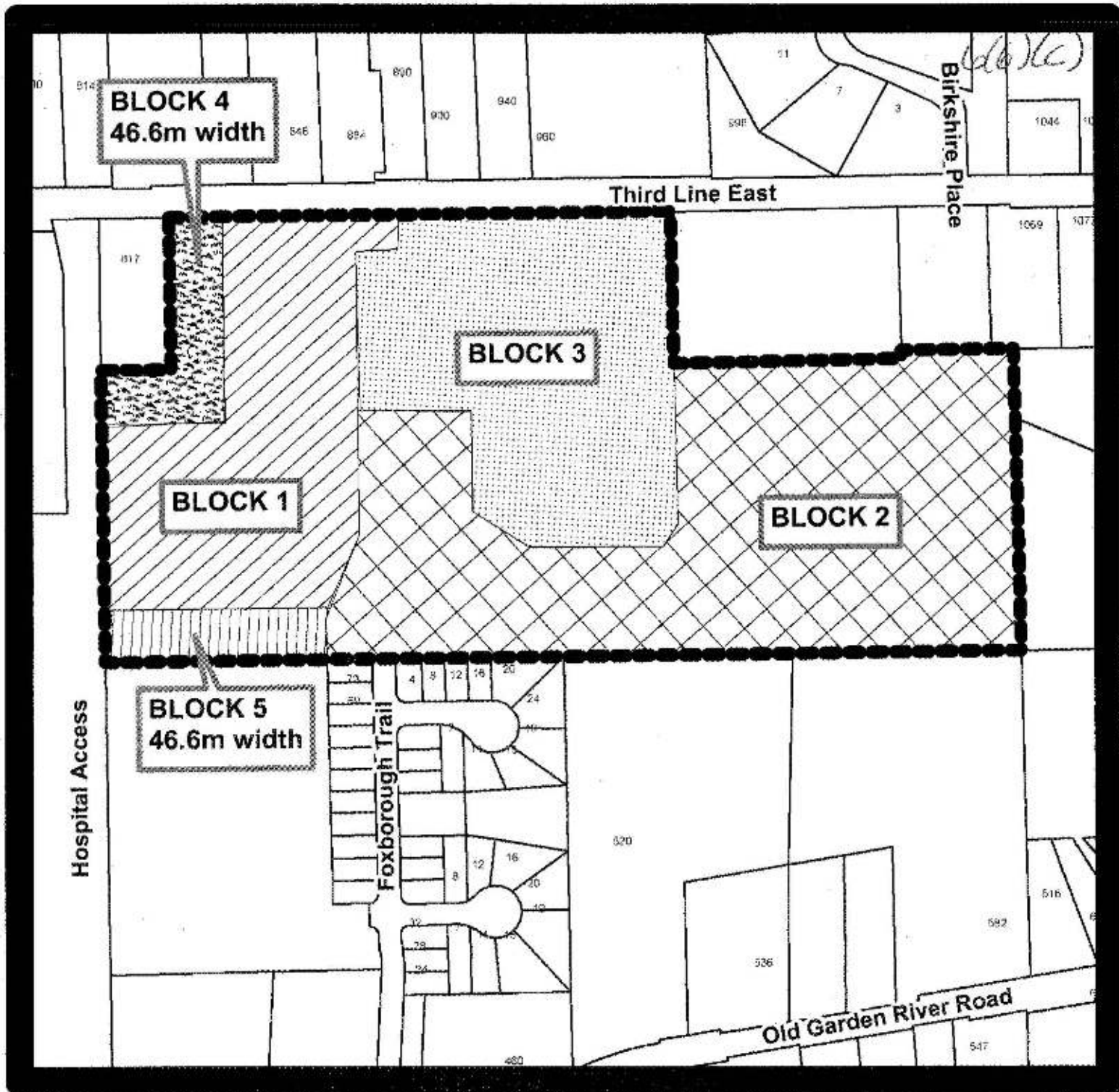
13. That prior to the finalization of the Subdivision Agreement, the location of a connection from the subdivision to the future Hub Trail be determined.
14. That proposed off-road paths connecting between streets and sidewalks, and the connection to the future Hub Trail, be designed to of a minimum width of 3.0 meters with an asphalt surface, as per the City's standard.
15. That prior to the finalization of the Subdivision Agreement, a plan be submitted, to the satisfaction of the Commissioner of Engineering and Planning, or his designate, showing details of the park and open space areas, including walking/cycling paths, storm water management areas and landscaping features.
16. That Fox Run Boulevard be designed and constructed to accommodate City bus services, and that as part of the roadway construction, concrete pads be built to accommodate future bus shelters, the location to be determined at the time of the subdivision agreement.
17. That prior to the finalization of the Subdivision Agreement, the applicant submit the information prescribed by the Engineering Department, as outlined in their letters, dated June 27, 2011 and September 25, 2007, (attached to this report), and that no work commence without the approval of the Commissioner of Engineering and Planning, or his designate, and that any work which requires approvals from the City and the Ministry of Environment not commence until such approvals and agreements are endorsed.
18. That the developer determine if the proposed development will impact the downstream capacity within the existing trunk sanitary sewer system prior to the finalization of the subdivision agreement.
19. That the developer implement traffic calming along Fox Run Boulevard, to the satisfaction of the Commissioner of Public Works and Transportation.
20. That all future servicing infrastructure be to current City standards.
21. That prior to the finalization of the Subdivision Agreement, the developer be required to carry out an engineering assessment and design of the water distribution system to ensure the provision of fire flows required to meet City requirements without compromising the existing distribution system.
22. That the developer be required to enter into a Subdivision Agreement with the PUC regarding underground electrical and water services.

23. That prior to the finalization of the Subdivision Agreement, the developer confirm any existing wells that are to be decommissioned, and if any, these well be decommissioned as per Ministry of Environment Guidelines.

PT/pms

PUBLIC HEARING – 2011 07 18, Council Chambers, Civic Centre

Data\APPL\REPORT\4-11-Z(2).doc

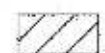
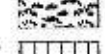
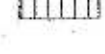


SUBJECT PROPERTY MAP **817 THIRD LINE EAST**

Planning Application
A-4-11-Z

Maps
100 & 1-114

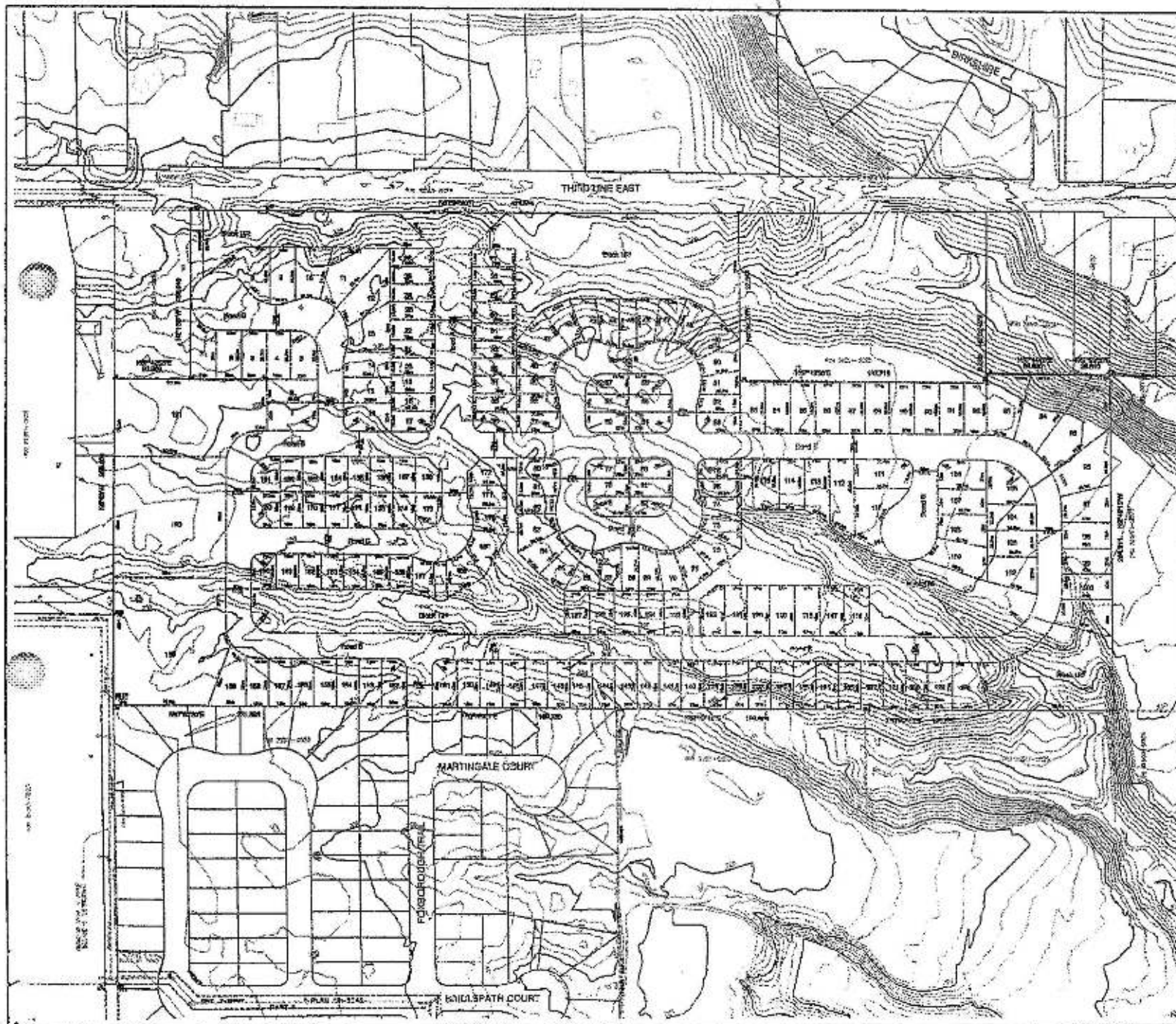
Metric Scale
1 : 4800

-  SUBJECT AREA - 817 THIRD LINE E
-  BLOCK 1 = R4 Special Exception 255 Amended
-  BLOCK 2 = R3
-  BLOCK 3 = R3
-  BLOCK 4 = R3 Special Exception
-  BLOCK 5 = R3 Special Exception

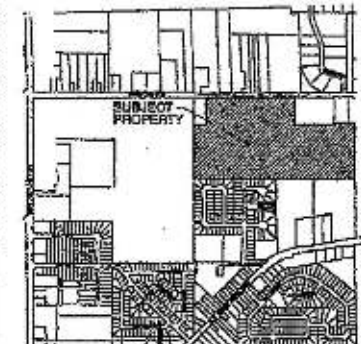


July, 2011

Existing Draft Plan



LEGEND:
 W DRAINAGE FLOOD DISTRICT
 D DRAINAGE FLOOD DISTRICT
 --- DRAINAGE FLOOD DISTRICT
 --- DRAINAGE FLOOD DISTRICT



KEY PLAN SCALE - 1:12,500

**DRAFT PLAN
 OF SUBDIVISION**
**FOX RUN
 DEVELOPMENT (SAULT)
 INC.**
 PIN 31511 0019

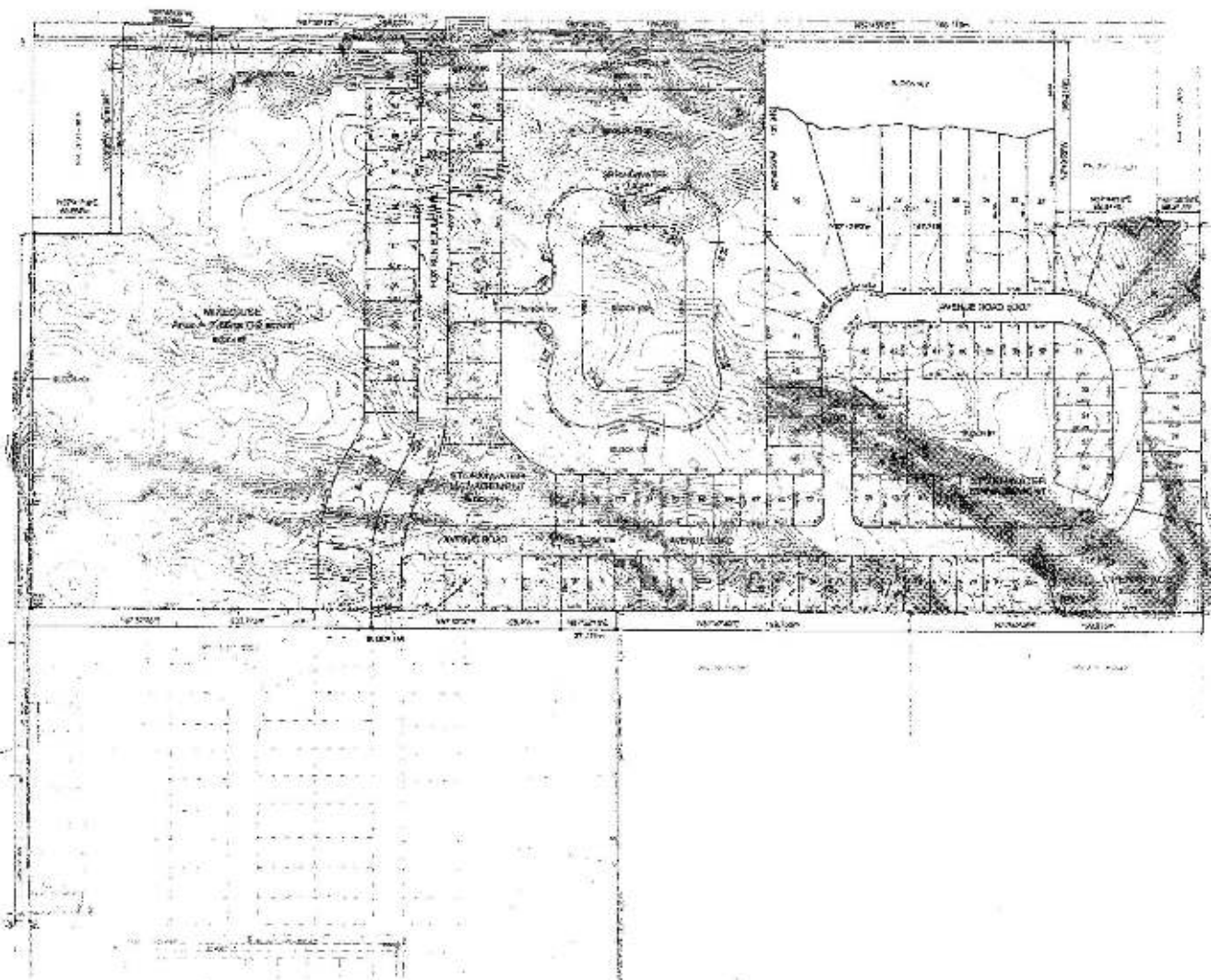
DATE	1/10
APPROVED	DATE
DESIGNED	DATE
REVISION	DATE



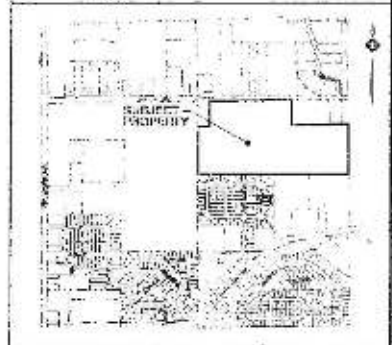
- Additional Information Required Under Section 51 (17) of the Planning Act:**
- (a) Boundaries Are As Shown
 - (b) Proposed Roads As Shown
 - (c) Key Plan As Shown
 - (d) Mixed Use, Mixed Density, Residential/Institutional
 - (e) Adjoining Uses Are: Institutional, Rural, Residential
 - (f) 191 Lots 18.4 Ha.
 - (g) 191 Lots 18.4 Ha.
 - (h) Parks Open Space
 - (i) Storm Water Management 4.4 Ha.
 - (j) Rolling Terrain, Well Drained
 - (k) Municipal Water Supply
 - (l) Clay 102
 - (m) Contours As Shown
 - (n) Existing Sanitary Sewer & Existing Drainage
 - (o) Course
 - (p) No Restrictions

OWNERS' AUTHORIZATION	SURVEYOR'S CERTIFICATE
I, THE UNDERSIGNED, being the owner of the land shown on this plan, do hereby authorize the preparation of this plan and the use of the same for the purposes stated herein.	I, the undersigned, being a duly qualified and licensed surveyor, do hereby certify that the boundaries shown on this plan are correct and that the same are shown according to the best of my knowledge and belief.
DATE	DATE
SIGNED	SIGNED

Amended Draft Plan



LEGEND	EXISTING TOPOG. DRAINAGE	PROPOSED TOPOG. DRAINAGE
1	EXISTING TOPOG. DRAINAGE	PROPOSED TOPOG. DRAINAGE
2	EXISTING TOPOG. DRAINAGE	PROPOSED TOPOG. DRAINAGE



KEY PLAN SCALE - 1:12,500

DRAFT PLAN OF SUBDIVISION

FOX RUN DEVELOPMENT (SAULT) INC.

PIN 31511-0019

DATE	BY	FOR
2017-01-10	2017-01-10	2017-01-10
2017-01-10	2017-01-10	2017-01-10



Additional Information Required under Section 51 (17) of the Planning Act:

- (a) Boundaries Are As Shown
- (b) Proposed Roads Are Shown
- (c) Key Plan As Shown
- (d) Mixed Use, Mixed Density, Residential/Institutional
- (e) Adjoining Uses Are: Institutional, Rural, Residential
- (f) 94 Lots, Blocks 29, 100 & 106

Roadways	21.2ha
Open Space	2.8ha
Storm Water Management	1.5ha
Blocks	0.6ha
Total	26.1ha
- (g) Rolling Terrain, Well Drained
- (h) Municipal Water Supply
- (i) Clay 10
- (j) Contours As Shown
- (k) Existing Sanitary Sewer & Existing Drainage Course
- (l) No Restrictions

OWNER'S AUTHORIZATION	SURVEYOR'S CERTIFICATE
I, the undersigned, J. R. [Name], do hereby certify that the above is a true and correct copy of the original plan as filed in the office of the Registrar of Deeds for the Province of Ontario. SIGNED: [Signature] DATE: [Date]	I, the undersigned, J. R. [Name], do hereby certify that the above is a true and correct copy of the original plan as filed in the office of the Registrar of Deeds for the Province of Ontario. SIGNED: [Signature] DATE: [Date]

(6666c)

Jerry D. Dolcetti, RPP
Commissioner

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



6(6)(c)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2011 06 27
Our File: A-4-11-Z & 1.556

Donald B. McConnell, MCIP, RPP
Planning Director
Engineering and Planning Department
City of Sault Ste. Marie

Dear Mr. McConnell:

**RE: A-4-11-Z – 817 THIRD LINE EAST
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW AND AN
AMENDMENT TO THE DRAFT APPROVED FOX RUN SUBDIVISION**

The Engineering and Construction Division has reviewed the above noted application, and provides the following:

- A revised servicing plan dated June 2011 was submitted. The Site Services - Storm Sewers plan, shows a storm sewer outlet on private property. An easement will be required, if this is the proposed design;
- An amended soils report is required prior to preparation of a Subdivision Agreement, based on the new proposal. A list of lots that require a review by a professional engineer in relation to footing design is required. Also, the road pattern has changed. What are the comments in relation to fill for any ravine crossings? What are the comments in relation to potential settlement? The proposed pumping station has also been moved to a ravine area, which will require some comment in terms of design;
- Sufficient land area must be carried forward to accommodate stormwater management that will meet MOE guidelines, slopes, and setbacks, in addition to access for future maintenance.

If you have any questions, please contact the undersigned.

Sincerely,

Catherine Taddo, P. Eng.
Land Development & Environmental Engineer

c: Larry Girardi, Commissioner, PWT
Jerry Dolcetti, Commissioner, Engineering & Planning



2007 09 25

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: APPLICATION A-25-07-Z.OP
FOX RUN DEVELOPMENT (SAULT) INC.
817 THIRD LINE EAST

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

- A sediment control plan and storm water management plan must be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, the Department of Fisheries and Oceans, and the Sault Ste. Marie Conservation Authority. Ministry of Environment guidelines shall be met for safety design objectives.
- Plans and specifications showing final presale grades should be reviewed and approved by the Commissioner of Engineering and Planning or his designate. Lot grading plans should show existing contours, and proposed grades for each lot. As constructed drawings should be modified to show only final grades.
- Soil tests are required in the road allowances, including a report on the road base design, considering the use of geotextile fabric and weeping tile and which determines the depth of the road base. A brief outlining the pavement design is also required.
- The Owner shall submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish at no cost to the City certified copies of the results thereof for examination by the Commissioner of Engineering & Planning or his designate.

6(b)(c)

- No work shall be commenced without the approval of the Commissioner of Engineering & Planning or his designate and any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.

If you have any questions with regards to the above, please do not hesitate to contact the undersigned.

Yours very truly,



Catherine Taddo, P. Eng.
Municipal Services Engineer

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

Peter Tonazzo

Subject: FW: Fox Run Subdivision - Amended

From: Susan Hamilton Beach
Sent: July 06, 2011 9:20 PM
To: Peter Tonazzo
Subject: Fox Run Subdivision - Amended

Hi Peter,

- appropriate easements or land ownership must be provided to maintain all infrastructure - with acceptable access road(s);
- plan and profile for this system would be helpful as looks like may be some deep manholes/pipes if near existing contours are maintained;
- forcemain in boulevard? air release valve should be provided;
- Fox Run Boulevard should be Foxborough Trail - the road is continuous;
- Consideration should be given to provide traffic calming design.

Susan

Susan Hamilton Beach, P.Eng.
Deputy Commissioner, PWT
City of Sault Ste. Marie
(P) 705-541-7000 ext. 229
(F) 705-541-7010

07/11/11

Memo

To: J. Elliott P. Eng
From: Ted Russell City of Sault Ste. Marie
CC: File: S. Bringleston
Date: 10/3/2007
Re: Fox Run Subdivision.

Sanitary Sewer:

Have there been flow tests on the McNabb St trunk sewer at or near Manitou Dr and Gibb St? I have concerns as to whether this trunk can handle this much more flow. I estimate from the drawings that there would be 347.67 Cubic Meters per day added to this system. This does not include the extra flow introduced by the Windsor farms subdivision.

The forced main will require flushing ports. The type and design will depend on the size of the forced main.

The pump station will be a flygt station if it is to be operated by the city, this falls in with our plan to upgrade our stations to the flygt type. We have dealt with the sole source issue before and I think it is now accepted.

Storm Sewer:

In dealing with the storm water retention ponds. I see by the plans that there is a walkway over (or very near) the storm sewer leading to the inlet of these ponds. This walkway should be enlarged to 3m from 1.5m to facilitate access for cleaning these systems. We would therefore have access from the storm sewer easement as well as from the street. (Road B)

General:

Before accepting the easements we would need to know the depth of the sewers.

Again; we do not accept corrugated PVC pipe for the storm or sanitary sewer.



6(6)(c)

PUC SERVICES INC.
ENGINEERING DEPARTMENT
550A SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

June 30, 2011

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

FAXED: (705) 541-7165

Dear Sir:

Re: Application A-4-11-Z
Request for Amendment to Zoning By-Law
817 Third Line East

PUC wishes to note that as described in our letter of 2007 for the Draft Subdivision Approval, capacity for drinking water production is of particular interest to PUC for this development area and information from the Applicant is requested on changes to estimated water system demand and capacity from any increased development density proposed for the property.

In addition, although not strictly related to the zoning change, the proposed changes depicted in the Fox Run Subdivision Revised Concept Plan are of concern for utility servicing. The loss of the connecting/loop road concept and creation of two isolated deadend street areas will result in the need for an easement for the water system to connect the two areas. Proposed hydrant and valve placement require further review. Additional costs should also be assumed for electrical servicing from this concept.

Allowance for adequate servicing to the R4 S-255 areas may also have cost implications for the developer to ensure an adequate allowance is provided for the range of development potential for such sites.

Yours truly,

PUC SERVICES INC.

A handwritten signature in dark ink, appearing to read 'Andrew Hallett', is written over a horizontal line.

Andrew Hallett, P. Eng.
Water Distribution Engineer

AH*jf



(d6xc)

July 4, 2011

Mr. Andrew Hallett, P.Eng., Water Distribution Engineer
PUC Services Inc., Engineering Department
550 Second Line East
Sault Ste. Marie, ON P6B 4K2

Andrew.Hallett@ssmpuc.com
Via Email
091-14135-00
(2007-22)

Dear Mr. Hallett

**RE: Fox Run Subdivision
Application A-4-11-Z**

We have been provided a copy of your letter dated June 30, 2011 to Mr. Donald B. McConnell, RPP, City Planning Director, and we have had discussions with Mr. Peter Tonazzo, RPP, Planner with the City of Sault Ste. Marie. We are writing as follow-up to your letter as requested by Mr. Tonazzo.

In the first paragraph of your letter, you request additional information regarding changes to the estimated water system demand and the increased development density proposed for the property. Mr. David Spacek, P.Eng. of this office has completed several reviews of this development and associated existing municipal water services adjacent to the project. He has reviewed the available capacity of municipal which could be utilized by the subdivision project. He has determined that the proposed subdivision, in its revised state, will provide adequately for both domestic and fire protection uses. The above analysis included the connection to the new 300 mm diameter watermain on Third Line and a connection to the existing watermain on Fox Run Boulevard to the south at the limit of the Windsor Farms Subdivision.

Block № 99 (mixed use) will be serviced with a new watermain from the westerly extension of Avenue Road to Block 99. Depending upon final distribution configurations, additional connection loops could be integrated into the system, particularly at the north limit of Lot № 83.

It is recognized that the Spring Water Loop roadway and Avenue Road loop should be interconnected with a connecting water line. It is proposed to place this waterline be in an easement likely on Lot № 41, adjacent to Lot № 42. However, the final location has not yet been determined.

In your third paragraph you indicate the possible cost implications for the developer to ensure adequate allowance is provided for the various ranges of potential development. I can confirm that this has been taken into consideration and final watermain designs will be based on the maximum possible usage in Block № 99.

6(6)(c)

In general terms, we expect the total subdivision requirements to be:

- Average Day 1,232 m³/day
- Maximum Day 3,387 m³/day

I trust the above answers your queries. If you have any questions or require further information, please do not hesitate to contact me.

Yours very truly
GENIVAR Inc.



D. S. Leask, C.E.T.
Senior Project Manager

DSL:ljc

Ec: Peter Tonazzo (p.tonazzo@cityssm.on.ca)
Ec: Don McConnell (d.mcconnell@cityssm.on.ca)
Ec: Sam Biasucci (sambiasucci@saldan.net)



"Man and Nature"

Sault Ste. Marie Region Conservation Authority

Friday, September 28, 2007

Mr. Donald B. McConnell
Planning Director
The Corporation of the City of Sault Ste. Marie
Civic Centre P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Dear Mr McConnell

Re: Application No. A25-07-Z.OP and 57T-07-505
Fox Run Development (Sault) Inc.
817 Third Line East

The Sault Ste. Marie Region Conservation Authority has reviewed the Draft Plan of Subdivision and supporting information for the above proposed development which includes 191 lot mixed residential/ some institutional subdivision.

The SSMRCA has no objections to the proposed development provided the following

1. The entire site is in a Regulation 176/06 regulated area associated with the streams and associated hazard lands (ravines) found on the property. A permit from the SSMRCA will be required for all cut and fill work, stream work, storm water retention pond construction and slope stabilization work associated with the development.
2. The subdivision will be municipally serviced by water and sanitary sewage facilities and no subsurface disposal or well water sources are planned.
3. All existing wells located on the property are to be decommissioned in accordance with Ministry of the Environment's O. Regulation 903 and associated policies.
4. The property has several flowing and intermittent streams running west to east through it. The developer is attempting to conserve as much of the natural features by establishing Blocks 192 193 194 and 195 as parkland, storm water retention areas and buffer areas. Prior to commencement of any earth moving operations, the developer is to submit for approval an application with supporting information showing the extent and type of work proposed, if any, in these sensitive areas, in particular:
 - a. Amount and location of all cut and fill
 - b. Grades to be maintained

- c. Proposed methods to maintain slope stability
 - d. Protection of streams from sediment runoff
 - e. Vegetation protection, proposed re-vegetation and erosion protection techniques.
 - f. Maintenance/promotion of shading over waterways
 - g. Design and construction of any retaining walls
 - h. Details of any stream crossings including extent of fill and culvert sizing for the road crossing area at the southeast end of the subdivision.
5. The SSMRCA has concerns for fish habitat and sedimentation which may occur off site from the work proposed in the development. The SSMRCA is requesting a Sediment Control Plan and a Storm Water Management Plan be prepared and approved by the DFO, City and the SSMRCA prior to any work being initiated on the property. The plans will detail the approach to ensure the expected quality of stormwater discharge from the subdivision will be better than or equivalent to pre construction water quality. This plan will be required prior to the issuance of a permit under Regulation 176/06 by the SSMRCA.
6. Prior to final plan of Subdivision Approval the SSMRCA will designate which properties will remain under the regulatory requirements of Regulation 176/06. This designation will read:
- Lots ____ to ____ inclusive are located in an area subject to cut and fill regulations administered by the Sault Ste. Marie Region Conservation Authority. A permit from the said authority is required for any alterations involving cutting or filling and additional building construction on the said lots prior to commencing the proposed work.
7. All fill to be used in the development of the subdivision shall be clean fill as defined by the SSMRCA.

We have discussed application with our Drinking Source Water Protection Section who has indicated they have no concerns with the proposed subdivision in relation to their mandate.

If you have any questions in regards to the above comments please feel free to contact me directly.

Yours truly

Frank Tesolin
Technical Adviser

c.c. Linda Whalen/ Christine Aasen, SSMRCA
Catherine Taddo, City Engineering



(d6)(C)

June 27, 2011

Don McConnell
Planning Director
City Planning & Engineering Division

SUBJECT: REZONING APPLICATION REVIEW -A-4-11-Z &57T-07-505

817 Third Line East Fox Run Development

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: Where commercial is being considered the parking by law must be followed.
2. Walkways & Sidewalks: According to the city's by-laws
3. Curb Cuts: At grade preferred or curb cut with tactile indicators
4. Ramping: Same as above
5. Transit Access: Check with transit
6. Lighting: In accordance with the Illuminating Engineers Society of North America Standards
7. Signage: Recommend pedestrian signal be installed with hatching to identify path of travel across, also appropriate signs in accordance with the HTA where needed.
8. Other: Accessible Customer Service Regulation 429/07 compliance requirements in effect 01/01/2012 therefore business must develop plan to accommodate clients unable to access building.

Thank you for your attention to these recommendations.

☒ We request a Site Plan

☐ We do not want a Site Plan for review



Sault Ste. Marie - Algoma Region

(d6)(c)

Sincerely,

Catherine Meincke

Chair, Site Plan Sub Committee

on behalf of The Accessibility Advisory Committee

Planning Advisory Services ⁶⁶⁶¹⁰

28 TADCASTER PLACE, SAULT STE. MARIE, ONTARIO, P6B 5E4
TELEPHONE (705) 949-3817 CELL (705) 943-3817
Email: wierzbicki@shaw.ca

July 5, 2011

Mr. Don McConnell
Planning Director
99 Foster Drive
Sault Ste. Marie, Ontario

Dear Mr. McConnell

Subject: Fox Run Rezoning Application A-4-11-Z

My clients Mr. Doug Powell and Ms. Vicky Best are the owners of 817 Third Line East which abuts the north west corner of the proposed Fox Run development. In 1990 my clients built a substantial single detached home at 817 Third Line East.

The proposed changes to the original zoning for the Fox Run development significantly alter the land use impacts on their property. The proposed zoning changes as described in application A-4-11-Z would have the following land use impacts;

- 1 The proposed changes would introduce the possibility of a 5 story apartment building abutting 817 Third Line East.
- 2 The proposed zoning changes would introduce the possibility of a 5 story Institutional use next to 817 Third Line East.
- 3 The proposed zoning could result in the 5 story apartment building to be constructed within 7.5m (25') of the property at 817 Third Line East.
- 4 The proposed zoning could result in an Institutional use within 5m (16') of 817 Third Line East.

Mr. Powell and Ms. Best have met with the developer to address their concerns. Their understanding is that he has agreed to construct low density residential dwellings such as single detached, semidetached or town-housing abutting their property. It was also agreed that the rear yards of these dwelling units would abut their property at 817 Third Line East and that any structures would be no greater than 2 storeys in height.

This agreed to form of development reflects the following long established land use principle of protecting existing development when considering zoning proposals;

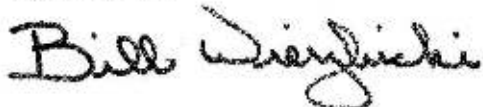
- 1 The density of development being proposed increases with distance away from an existing low density use.
- 2 It also buffers new incompatible uses from existing uses by ensuring an adequate separation from the negative impacts such as noise, parking lots, loss of privacy, etc.

Based on the agreement between the developer and the owners of 817 Third Line East we recommend the following conditions be incorporated into the zoning for the Fox Run proposal;

- 1 That the lands abutting the east and south lot lines of 817 Third Line East be rezoned to R-3 Special.
- 2 That the R-3 Special zoning be to a depth minimum of 46.6m (153') where it abuts 817 Third Line East. This depth would allow for residential lots of 36.5m (120') and the zone line in the center of a 20m (66") street.
- 3 That the Special Exception zoning abutting 817 Third Line East include the following;
 - a) That the uses be limited to Single Detached, Semi-Detached and Multiple Attached (townhouse) Dwellings.
 - b) That the maximum building height be two storeys.
 - c) That the rear yards of any development abut the east and south lot lines of 817 Third Line East.

Please feel free to call me if you have any questions.

Yours truly,



Bill Wierzbicki, MCIP, RPP
Planning Consultant

March 10, 2011

M. White, City Clerk
P.O. Box 580, Sault Ste. Marie, Ont. P6A 5N1

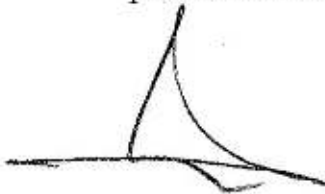
(66)(c)

RECEIVED	
CITY CLERK	
MAR 10 2011	
NO:	51768
DIST:	planning

RE: Rezoning of 817 Third Line E. Applications No. A-4-11-Z.

Concerns:

- 1) Traffic Lights? I hope not, the new Hospital service road is only 200m west.
- 2) Widening of Third Line E. How many lanes?
- 3) Services-Water-Power-Sewage-new land use will increase water-run-off
how will flooding in lower areas be addressed.
- 4) Environmental – south side of Third Line East in zoning application is a
watershed/ravine as seen in pictures; I hope this mess will be corrected.
- 5) How many access roads and types of traffic control?
- 6) Ravine crossing Third Line E. – east of the property in application is too low
and unsafe for additional school bus and truck traffic. See letter attached.
- 7) Sidewalks in the near future? This application property borders onto the new
Hospital and the new and old FJ Davey Home, a Retirement Home and a
Juvenile Rehab. Facility. Connecting Sidewalk should be considered.
- 8) A connecting service road for Emergency Vehicles, these vehicles are
regularly in this area and should not have to run around in a circle out onto a
public and back and vast time which could be the difference of life or death.



Joe Gass,
960 Third Line E. Sault Ste. Marie, Ont. P6A 6J8
E-mail: joegass@shaw.ca



66X(c)

LAIDLAW, PACIOCCO, SPADAFORA

Barristers and Solicitors
Station Tower - 421 Bay Street - Suite 604
Sault Ste. Marie, Ontario.
P6A 1X3

DONALD B. LAIDLAW, B. ENG., LL.B.
ROBERT W. PACIOCCO, LL.B.
CARLO V. SPADAFORA, LL.B.

TELEPHONE: (705) 949-7790
FAX: (705) 949-5816
E-MAIL: ljaidlaw@lpslawyers.com
rpaciocco@lpslawyers.com
spadafora@lpslawyers.com

March 7th, 2011

VIA E-MAIL

p.tonazzo@cityssm.on.ca

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

ATTENTION: Mr. Peter Tonazzo

Dear Sirs:

Re: Windsor Farms Subdivision Limited
- Re-zoning Application A-4-11-Z- Sal-Dan Developments Limited

Our Firm represents Windsor Farms Subdivision Limited which is the owner of the Subdivision immediately south of the property which is the subject matter of this Application. Our client is also the owner of the property at 520 Old Garden River Road located east of the Windsor Farms Subdivision and south of the Sal-Dan property.

I have had an opportunity to review this Application with my client.

It is my client's position that in order to provide a better transition from mixed uses to single family development that the southerly portions of Blocks E and F, specifically those lands lying south of the proposed road should remain zoned R-2 for single-family development. As well the southern portion of Block B should be designated as a buffer area having a depth equal to the depth of Block E.

The elevation drawing illustrates a revision to the street pattern in the Subdivision. It is my client's position that any change to the street layout should be the matter of a further Application for Subdivision Approval.

I trust you will provide us with a copy of the Planning Staff Report as soon as it is available.

Please advise me of the date that this matter will be scheduled for City Council.

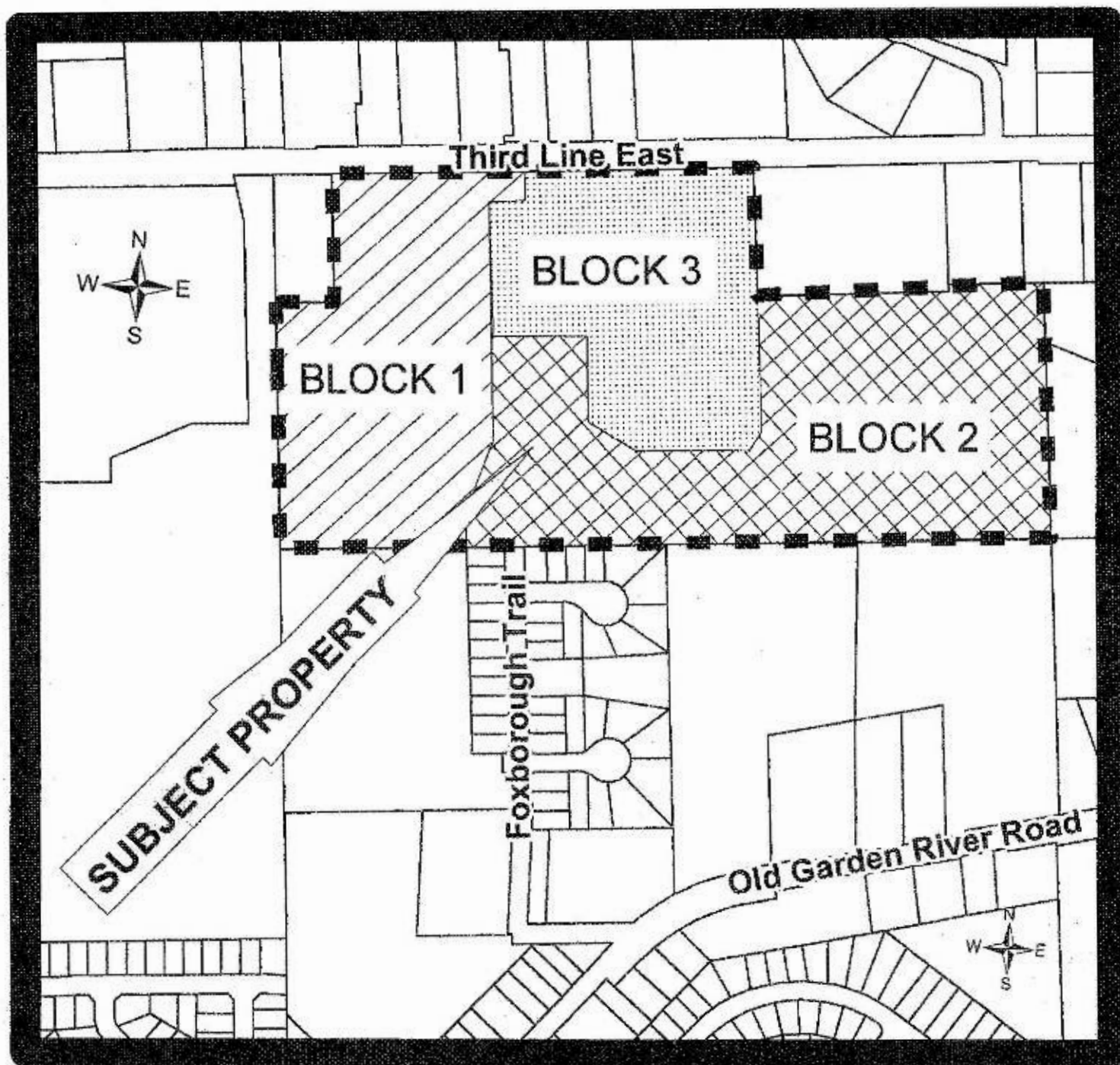
Yours very truly,

LAIDLAW, PACIOCCO, SPADAFORA

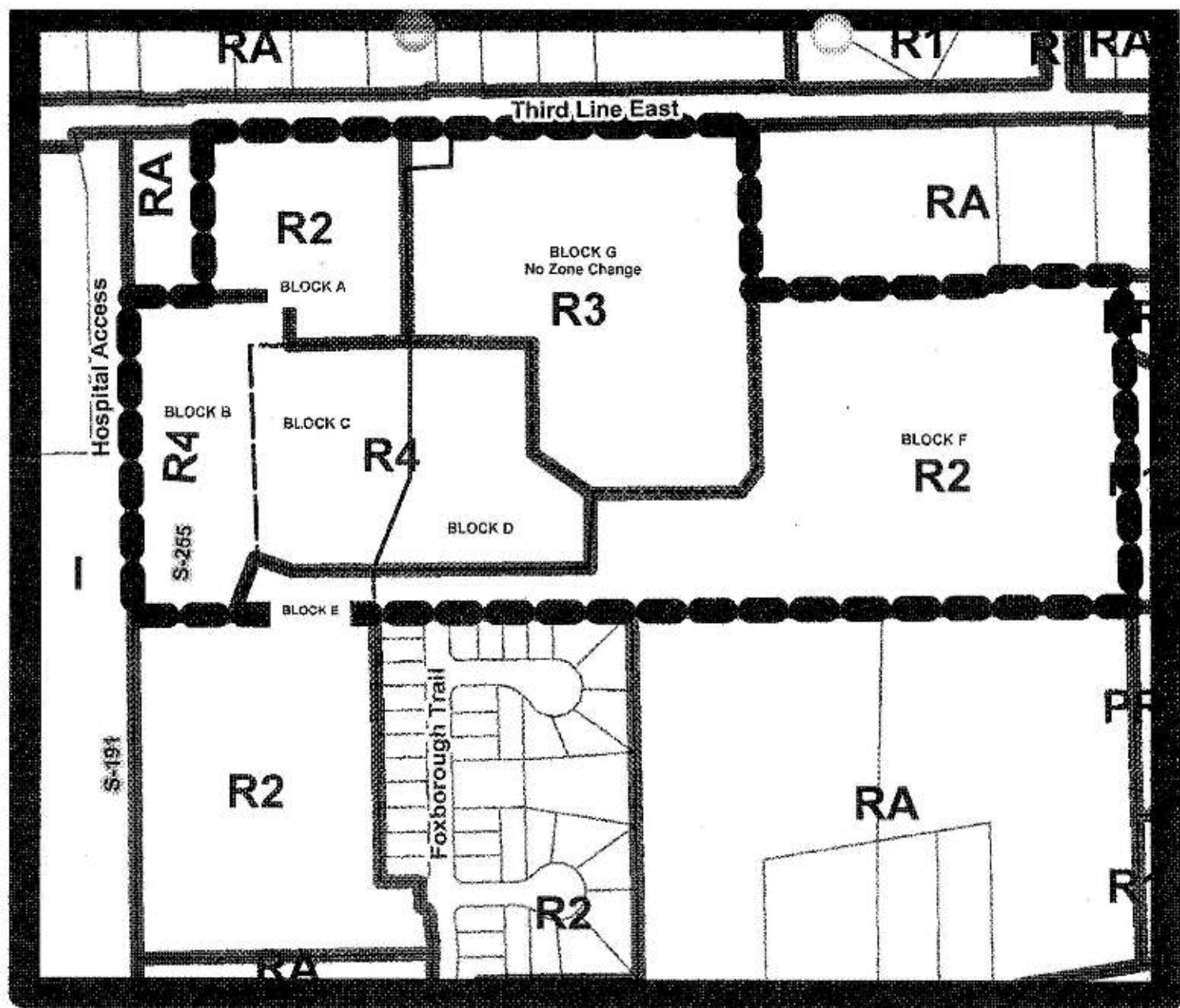
Per:

Robert W. Paciocco/cs
(Robert W. Paciocco)

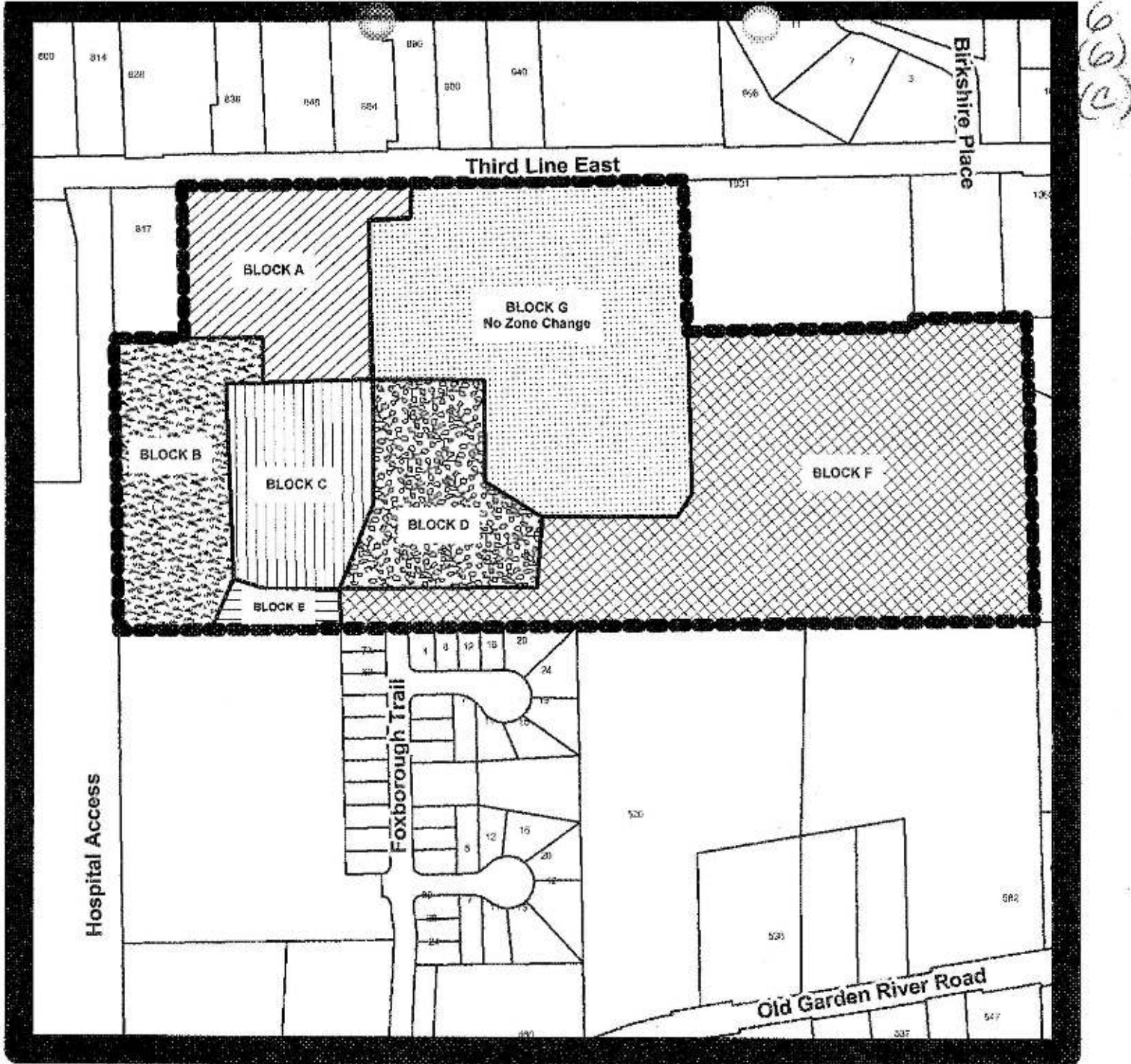
RWP/cs



Planning Application A-4-11-Z



- | | |
|---|---------------------------------------|
|  | R1 - Estate Residential Zone |
|  | R2 - Single Detached Residential Zone |
|  | R3 - Low Density Residential Zone |
|  | I - Institutional Zone |
|  | RA - Rural Area Zone; RAhp |
|  | PR - Parks and Recreation Zone |
| Special Zoning S-No. | |



SUBJECT AREA SUBDIVISION MAP

817 THIRD LINE EAST

-  TOTAL SUBJECT PROPERTY - 817 THIRD LINE E
-  BLOCK A - R2 & R3 to R4 Special 255 revised
-  BLOCK B - R4 S special 255 to R4 Special 255 revised
-  BLOCK C - R4 to R4 Special 255 revised
-  BLOCK D - R4 to R3
-  BLOCK E - R2 to R4 Special-255 revised
-  BLOCK F - R2 to R3
-  BLOCK G - R3 existing - No Zoning Change



Metric Scale
1 : 4800

Amended
Draft Plan
of
Subdivision

Subdivision Reference:
57T-07-505
Zoning Application Reference:
A-4-11-Z



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



BUSINESS
Sault Ste. Marie
a division of the SSMADC



6(8)(a)
TOURISM
Sault Ste. Marie
a division of the SSMADC

July 4, 2011

To: Mayor and Members of Council

From: Tom Dodds, CEO
Sault Ste. Marie Economic Development Corporation

Re: EDF Request – Sault Ste. Marie Airport Development Corporation Hangar Expansion

Purpose:

The Sault Ste. Marie Airport Development Corporation (SSMADC) is requesting a total of \$200,000 from the City, through the Economic Diversification Fund (from the existing EDF reserve), to support the construction of a 22,320 ft.² hangar facility at the airport. This would represent allocations from the Fund of \$125,000 in 2011, \$25,000 a year for 2012 through to 2014.

Key Consideration:

Without the assistance of this EDF support along with NOHFC and FedNor contributions, JD Aero will move their current operations at the airport to another location in order to meet their expected growth needs.

Background

The Sault Ste. Marie Airport Development Corporation (SSMADC) owns a 30,000 ft.² hangar facility, which it leases to JD Aero, an aircraft maintenance, repair and overhaul (MRO) business. Presently at the airport, all the commercial hangar space has been leased. As part of the SSMADC's efforts to develop an aviation industrial park, it wishes to increase available hangar space capacity to attract and support existing and future commercial MRO operations.

This proposed project is to build a new hangar immediately adjacent to the existing hangar, thereby providing an additional 22,320 ft.² in hangar space at the airport. The dimensions of the new hangar will be 125 feet wide by 168 feet deep and 32 feet high. It will have 220 foot by 180 foot apron. This project will include site services, water, sewage, power, parking, apron, drainage, etc. (Attached)

Porter Airlines currently is negotiating with JD Aero and the SSMADC to make this additional hangar space available for regular aircraft maintenance of it's aircraft fleet as well as to allow JD Aero to undertake required aircraft modifications and more significant maintenance over-hauls. In addition this firm is seeking other MRO business opportunities and contracts and is currently limited by available hangar space.

JD Aero has a solid reputation in the MRO business. This, and the ability to do MRO work on the Bombardier Q-400 aircraft, has created significant demand for their services. The company



6(8/2)

is known for their support to such companies as Fly Bee (Europe), Air Canada Jazz, Bombardier Asset Management, DeHavilland Flight Test, Pratt & Whitney, A&A, Aero Century, and Porter Airlines, along with aircraft owned by Bearskin and Skylink. www.jdaeromaintenance.com.

Meeting the Criteria for the Use of the Economic Development Fund

This project will create and protect jobs as well as add to the city tax base by:

- Expanding aircraft maintenance, repair and overhaul facilities in the community through the construction of additional hangar space, thereby protecting 10 existing jobs and creating 10 to 14 new jobs and provide additional tax revenue;
- Contributing to the sustainability and expansion of an existing enterprise JD Aero, without unfairly competing with other local enterprises. Without these funds the project would not succeed; and,
- Supporting the City's aviation sector strategy by creating an environment for business development through aviation infrastructure development.

Key Performance Targets

This project supports the **Growth Plan for Northern Ontario** and efforts by the Province, industry and other partners to grow and diversify the transportation, aviation and aerospace sectors by capitalizing on Northern Ontario's extensive knowledge and experience in air transportation to rural and remote communities as well as encouraging the development and application of innovative technologies and providing necessary infrastructure.

• Net Job Creation

This project will provide additional economic activity at the Sault Ste. Marie airport and increase the financial sustainability of the airport. **It will protect 10 positions and provide 10 to 14 new well-paying, skilled trades positions** responsible for aircraft modifications, repairs, maintenance checks and overhauls. Employees will receive specialized training at a cost of \$20,000 to \$30,000 per employee. There will also be spin offs to the community in the form of the purchase of materials, services and supplies. It is important to note that this will be above JD Aero's current workforce of 10 employees.

• Increased Tax Assessment

Current taxes of the existing hangar are approximately \$26,500. It is expected that the new 20,000 ft.² hangar will bring and in an **additional tax revenue - (rough est. \$50,000 + total) annually.**

• Economic Development Projects

This project aligns itself very well with the strategic priorities of Destiny SSM and enhances the development of a small but important industrial sector in the community. One of the development strategies being driven by Business SSM (a division of the Sault Ste. Marie Economic Development Corporation) focuses on the transportation sector with aviation identified as a priority. It is being marketed on a global scale in order to assist the airport in improving its sustainability and providing enhanced services.

Estimated Cost

The estimated project cost for the Airport Development Corporation Hangar expansion project is \$3,284,000 and this includes: building, site development, building permit and equipment.

Proposed Funding Partners

The proposed funding partners for this Airport Development Corporation Hangar project expansion EDF request are as follows:

SSMADC	\$1,509,000
NOHFC (pending)	\$1,000,000 (building)
FedNor (pending)	\$475,000 (site & permit)
City of SSM EDF (Pending)	\$200,000 (building)
JD Aero	\$100,000 (equipment)
Total	\$3,284,000

Summary of Economic and Community Benefits

- The expansion makes Sault Ste. Marie more competitive in the MRO and aviation service industry;
- Allows the SSMADC to diversify its revenue stream;
- Enables Sault Ste. Marie to grow local services to the aviation industries;
- Improves Sault Ste. Marie's strategic location globally; and,
- Creates high tech and well paying positions.

Other Considerations

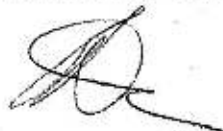
- 1) This project is under extremely tight timelines. It needs to be ready for occupancy no later than December 1, 2011. Not being able to meet this deadline will result in JD Aero losing a major service contract.
- 2) The SSMADC has contracted to build hangar facilities at the airport in the past. They have determined that the price quoted is fair and reasonable.

Recommendation

The SSMEDC Board of Directors recommends that City Council approve \$200,000 from the existing EDF Reserve to the Sault Ste. Marie Airport Development Corporation toward the costs of the 22,320 sq. ft. hangar expansion. These funds will be disbursed to the SSMADC as follows:

- \$125,000 in 2011; and,
- \$25,000/year from 2012-2014

Respectfully Submitted,



Tom Dodds
CEO

68(a)

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, June 27, 2011
Russ Ramsay Board Room
11:30 am.

AGENDA ITEM 5.6

Moved by: Don Mitchell
Seconded by: Albert Giommi
Declared Conflict: Lori Naccarato-Sarlo

Resolved to accept the CEO's report dated June 21, 2011 regarding the Sault Ste. Marie Airport Development Corporation's (SSMADC) EDF application and recommends that City Council approve \$200,000 from the existing EDF Reserve towards the costs of the 22,320 sq. ft. hangar expansion. These funds will be disbursed to the SSMADC as follows:

- \$125,000 in 2011; and,
- \$25,000/year from 2012-2014

CARRIED.

Sault Ste. Marie Airport Maintenance Hangar Expansion



0 40 80 160 240 320 Feet

A scale bar indicating distances in feet, with markings at 0, 40, 80, 160, 240, and 320 feet.



BUSINESS
Sault Ste. Marie
a division of the SSMEDC

6 (X12)



July 6, 2011

To: Mayor and Members of Council

From: Tom Dodds, CEO
Sault Ste. Marie Economic Development Corporation

Re: Tri-Party Legal Agreement for the Delivery of Small Business Enterprise Centre (SBEC) Program

Background

Since 2001, the Sault Ste. Marie Economic Development Corporation has operated the Small Business Enterprise Centre (SBEC) program as an agent of the Government of Ontario (represented by the Ministry of Northern Development and Mines - operating in the North on behalf of the Ministry of Economic Development and Trade) on behalf of the City of Sault Ste. Marie. This agreement outlined the legal obligations of both the City and MNDM as it related to transfer of program funding, operations of the program, and the City oversight responsibilities; the Sault Ste. Marie Economic Development Corporation was not a listed partner in the original agreement.

Annually, the Sault Ste. Marie Economic Development Corporation has provided MNDM with a Business Plan, outlining operations for the following fiscal year as a means of meeting and agreeing to the existing Legal Agreement; a letter of Agreement followed the successful business plan submission as well as quarterly funding payments for that fiscal year.

With the recent changes to MNDM through the inclusion of the Forestry division, resulting in the creation of the Ministry of Northern Development, Mines, and Forestry, as well as the formation of the Business Sault Ste. Marie division at the Sault Ste. Marie Economic Development Corporation (amalgamation of Development Sault Ste. Marie and Enterprise Centre Sault Ste. Marie), the existing Legal Agreement is no longer accurate, and is due for updating. This is a process being repeated across all centres in Northern Ontario.

The new Legal Agreement is written as a tri-party agreement, with the partners identified as the City of Sault Ste. Marie, the Sault Ste. Marie Economic Development Corporation and the Province of Ontario (represented through MNDMF). It would be in effect based on the time of signing, superseding all previous agreements.



Changes to Legal Agreement

Beginning with the ratification of the new Legal Agreement, there are essentially three main changes that will take effect:

- Sault Ste. Marie Economic Development Corporation is named as a co-partner within the Agreement;
- The agency previously called "Enterprise Centre Sault Ste. Marie" is now referred to within the Agreement as "Business Sault Ste. Marie", as per divisional re-alignment within the SSMEDC;
- The Province, through MNDMF, requires a Certificate of Insurance from the SSMEDC as the delivery agent;

Due to the inclusion of the Sault Ste. Marie Economic Development Corporation as a named partner, some minor changes within the Legal Agreement have occurred to properly reflect the changed roles for delivery; under Section III, Obligations of the Recipient and the Municipality, subsection (2), the Municipality obligations have been reduced to include four points as opposed to the entire section, as had been the practice under the old agreement. This outlines obligations of the Municipality that will continue as they did under the old Agreement, but separates these from the remainder, which are now obligations of the Recipient (SSMEDC).

Summary

The new Legal Agreement being presented to City Council more accurately reflects the relationship between the City of Sault Ste. Marie, the Sault Ste. Marie Economic Development Corporation, and the Province of Ontario (through MNDMF), and as such defines the duties of each partnership along the lines of the previous Agreement, with changes instituted to better define the new tri-party relationship.

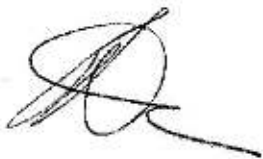
This Legal Agreement offers only three new changes as they relate to the old document, and in practical operation continues the efforts as previously agreed upon by all parties.

At their regular meeting of June 27, 2011, the SSMEDC Board of Directors passed the attached resolution accepting and approving the Legal Agreement as presented.

Recommendation

That the report of the CEO, Sault Ste. Marie Economic Development Corporation be accepted and Council approve the Tri-Party Legal Agreement for the Delivery of Small Business Enterprise Centre Program.

Respectfully Submitted,



Tom Dodds
CEO



Andrew Ross
Manager, Enterprise Services

6(8)(b)

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, June 27, 2011
Russ Ramsay Board Room
11:30 am.

AGENDA ITEM 5.7

Moved by: Robert Reid

Seconded by: Geoff Meakin

Whereas in recognition of the vital role that entrepreneurial activity and new businesses play in our local economy; and

Whereas *Entrepreneurship and Enterprise Centre Services* is a pillar program supporting SSMEDC's Strategic Plan 2010-2013;

Whereas the SSMEDC continues to deliver the Small Business Enterprise Centre (SBEC) program in collaboration with the City of Sault Ste. Marie on behalf of the Province;

Be it resolved to accept and approve the Tri-Party Agreement between the City of Sault Ste. Marie, the Sault Ste. Marie Economic Development Corporation and the province of Ontario, as represented by the Ministry of Northern Development, Mines and Forestry (MNDMF) as presented. CARRIED.

June 22, 2011

Tom Dodds, CEO
Sault Ste. Marie Economic Development Corp.
99 Foster Dr., Level 3
Sault Ste. Marie ON P6A 5X6

By e-mail: t.dodds@ssmedc.ca

Re: Legal Agreement - Small Business Enterprise Centre Program

Dear Tom,

Attached is the Agreement between the City of Sault Ste. Marie, the Sault Ste. Marie Economic Development Corporation and the province of Ontario, as represented by the Ministry of Northern Development, Mines and Forestry (MNDMF). If the agreement is acceptable, please arrange for signatures on page 10 by authorized signing authorities. In order to process payment of your first quarter invoice I will require:

- Three copies of the signed agreement.

Please forward via courier to Jennifer Wilson at the above address. We are unable to process any payments until our Director has signed off on the agreements. Please return the three copies of the signed agreement as soon as possible in order to avoid any delays in processing of your first quarter payment.

To complete the requirements of the agreement and process your second quarter payment I will also require:

- A certified copy of a resolution of the Board of Directors of the Sault Ste. Marie Economic Development Corporation as outlined on page five of the agreement; and,
- A certified copy of a resolution or by-law from the City of Sault Ste. Marie as outlined on page six of the agreement; and,
- A certificate of insurance as outlined on pages seven and eight of the agreement.

A copy of the agreement will be returned to you after the agreement has been fully executed. If there are any aspects of the agreement that you wish to discuss, please contact me at 705.945.5837 or Jennifer.e.wilson@ontario.ca.

Ministry of
Northern Development, Mines
and Forestry

Ministère du
Développement du Nord,
des Mines et des Forêts

Regional Economic Development Branch

Direction du développement économique régional

70 Foster Drive, Suite 200
Sault Ste. Marie, ON P6A 6V8
Tel: (705) 945-5911
Fax: (705) 945-5931

70, promenade Foster, bureau 200
Sault Ste. Marie, ON P6A 6V8
Téléphone : 705 945-5911
Télécopieur : 705 945-5931



Respectfully,

Jennifer Wilson

Jennifer Wilson
Northern Development Advisor, Sault Ste. Marie Area Team
Ministry of Northern Development Mines and Forestry

cc. Denis Rochon, Acting Manager, Sault Ste. Marie Area Team
Andrew Ross, Manager, Enterprise Services, Business Sault Ste. Marie



Agreement
Business Sault Ste. Marie
Ontario's Business Support Network

Table of Contents:

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X	Termination	9
XI	Signatures	10

This Agreement includes the following Schedules:

Schedule A	Program Mandate and Guidelines
Schedule B	SBEC Services and Operating Standards
Schedule C	SBEC Monthly Report Form

Agreement made effective as of April 1, 2011

Between

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of
Northern Development, Mines and Forestry
(the "Ministry")**

and

**CITY OF SAULT STE. MARIE
(the "Municipality")**

and

**SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION
(the "Recipient")**

**regarding Business Sault Ste. Marie
(the "Centre")**

Background:

- A. In recognition of the vital role that entrepreneurial activity and new businesses play in Ontario's economy and specifically in the growth and prosperity of the Province, the Province of Ontario has established the Small Business Enterprise Centre (SBEC) program (the "Program") in collaboration with municipalities and other entities.
- B. The Ministry of Economic Development and Trade (MEDT) is the provincial ministry that is primarily responsible for the government's participation in the Program. The Program, under the leadership of MEDT, supported by the network of Small Business Enterprise Centres, will evolve to meet the needs of new and existing small business owners in the pre-venture and business development cycle.
- C. Pursuant to a memorandum of understanding between MEDT and the Ministry, the Ministry has agreed to deliver the Program at locations across northern Ontario, including the Service Region (as that term is defined below).
- D. Small Business Enterprise Centres established under the Program are intended to provide important resources to entrepreneurs and new businesses in the municipalities and surrounding areas served by such Centres, to assist in the formation of new businesses and to support area businesses by addressing issues that are barriers to their early growth and success. The parties expect that the Centre will assume a leadership role in the provision and delivery of information, learning and counselling, and other resources that support start-up and early stage business growth in the Service Region.
- E. The Recipient has requested funding from the Ministry in respect of the Centre, the Municipality wishes to support the Recipient's operation of the Centre and the Ministry wishes to provide funding to the Recipient for such purpose, all on the terms and subject to the conditions set out in this Agreement.

Agreement:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the Recipient, the Municipality and the Ministry agree to implement and fund the Centre in accordance with the terms and conditions contained in this Agreement.

- I. Interpretation.** In this Agreement, unless the context otherwise requires, the following terms, words and phrases shall have the meanings indicated below:

"Business Plan" has the meaning set out in Section V – Administration and Funding Arrangements.

"Client" means an individual or business which seeks advice and assistance from the Centre.

"Consultant" means an individual hired by the Centre on a full- or part-time basis to provide consultations, workshops, seminars and other Services at or on behalf of the Centre, in accordance with this Agreement; provided that each Consultant shall have, at a minimum, the skills, experience and knowledge set out in Schedule B under the heading "SBEC Consultant."

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended from time to time.

"Funds" means the funding payable by the Ministry to the Recipient in support of the Project, on the terms and subject to the conditions of this Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees.

"Partner" and "partnership", when used in this Agreement, may but do not necessarily have the meanings ascribed to them in the *Partnerships Act* (Ontario) and, for greater certainty, may refer to entities and collaborations carried on without a view to profit.

"PIPEDA" means the federal *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5.

"Personal Information" has the same definition as in subsection 2(1) of FIPPA.

"Personal Information Bank" has the same definition as in subsection 2(1) of FIPPA.

"Project" has the meaning set out in section III below.

"Record" has the same definition as in subsection 2(1) of FIPPA.

"Schedules" means the 3 Schedules attached to and forming part of this Agreement, namely:

Schedule A – Program Mandate and Guidelines

Schedule B – SBEC Services and Operating Standards

Schedule C – SBEC Monthly Report Form

"Service Region" means the area served by the Centre, as agreed between the Ministry and the Recipient from time to time.

"Services" means those programs and services to be provided by the Centre pursuant to this Agreement, as set out in Schedules A and B.

II. Deliverables.

In accordance with the terms and conditions contained in this Agreement, the Recipient shall cause the Centre to provide the Services in the Service Region (the "Project") and, for greater certainty, shall:

1. Be active in the Service Region, developing and promoting the Centre as a visible resource to provide Services, within its mandate, to all individuals who visit the Centre (regardless of their place of residence), adhering to the guidelines and standards set out in Schedule A and Schedule B attached to and forming part of this Agreement;
2. Undertake outreach and networking (including without limitation business information kiosks, seminars, workshops, speaking engagements and small business activities and events) within the Service Region;
3. Collect, compile, analyze and report the nature and number of Client contacts and consultations, distribution of MEDT's publications, delivery of seminars/workshops and on-line training modules, activity related to MEDT youth programs, outreach/networking activities, indicators of economic impact and other data the Ministry and MEDT may reasonably request from time to time, in the format as outlined in Schedule B attached to this Agreement;
4. Establish and maintain a small business resource library including appropriate electronic resources/databases and display and make available to Clients without charges or fees MEDT and other government-produced business-related publications and small business program materials;
5. Develop and set service objectives, monitor performance levels and achievement of established targets for Services in accordance with annual business plan and reporting guidelines;
6. Attend and participate in regional meetings and conferences held or sponsored by MEDT or the Ministry in conjunction with the SBEC mandate and delivery of Services to Clients;
7. Actively network and link other service providers, relevant agencies, associations, organizations or businesses in the public, private and volunteer sectors to promote the Centre and enhance small business services to Clients;
8. Develop, facilitate and deliver small business seminars and workshops in the Service Region;
9. Identify opportunities, and develop public and private sector sponsors and corporate partners, to further enhance the resource base of the Centre and the scope and availability of Services provided to Clients, in accordance with the standards set out in Schedule B under the heading "Partnership Development";
10. Negotiate agreements with such sponsors and corporate partners in consultation with relevant stakeholders, including MEDT and the Ministry;
11. Develop an Advisory Committee for the Centre comprised of representatives of partners, stakeholders, the Ministry and the Service Region's business community, which committee shall meet no less frequently than quarterly and satisfy the operating standards set out in Schedule B under the heading "Advisory Committee"; and,

12. In consultation with MEDT and the Ministry, design and conduct Client service surveys at least annually in accordance with the guidelines set out in Schedule A to this Agreement.

III. Obligations of the Recipient and the Municipality.

1. The Recipient shall:

- i. Deliver to the Ministry a certified copy of a resolution of the Recipient's board of directors which expresses the Recipient's full support of the Project both in principle and financially and authorizes the execution and delivery of this Agreement; and the Recipient acknowledges and agrees that funding of the Project by the Ministry under this Agreement shall be conditional upon receipt of such certified copy;
- ii. Deliver Program planning, management and operations for the Centre consistent with the Program and the Services. This obligation shall include promotion and/or delivery of MEDT small business programs and training modules (current and future) such as, but not limited to, *Summer Company*;
- iii. Meet with Ministry officials to discuss Service delivery and Centre operations on a semi-annual basis, or more frequently as needed, to ensure the development of their partnership;
- iv. Ensure delivery of Services as outlined in Schedule B under the headings "Services". Entrepreneurial services, as outlined in published guidelines, will be provided on a non-fee basis as part of MEDT funding except as noted;
- v. Implement a private sector approach to Centre operations, including revenue generation and a fee for services as appropriate. The Centre may institute fees and other user pay, revenue generating programs for services not covered in Schedule B, provided the Services outlined in Schedule B are being delivered to the mutual satisfaction of the Ministry and the Recipient;
- vi. Not use Ministry funding under this Agreement for any program or service area other than the Program and the Services, except with the Ministry's prior written consent, which may be withheld unreasonably;
- vii. Not make any changes to the Project or the budget set out in any Business Plan, except with the Ministry's prior written consent, and abide by any terms and conditions the Ministry may require in connection with such consent;
- viii. Not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund;
- ix. Ensure that the Centre employs sufficient staff, including administrative support staff, to deliver the Services and meet the needs of clients as related to those Services, in accordance with and to the standards set out in this Agreement;
- x. Ensure that the Centre is located in a facility with sufficient floor space and at a mutually agreed- upon location as outlined under the heading "Location of SBEC" in Schedule B, which facility shall be equipped with dedicated telephone service and access to appropriate telecommunications equipment including, but not limited to, computers, internet and private email access, facsimile machine(s) and photocopier(s);

- xi. Ensure that the Centre takes part in professional development opportunities, including without limitation MEDT's Annual Conference, the Ministry's face-to-face meetings in northern Ontario and such other opportunities as may be provided by MEDT or the Ministry from time to time;
- xii. Ensure that internal and external signage at the Centre's premises, and the Centre's web pages, comply with the requirements set out in Schedule B under the heading "Signage/Visibility" and in compliance with the requirements set out in section VII (Promotion and Publicity) below;
- xiii. Not assign its rights or obligations under this Agreement in whole or in part except with the prior written consent of the Ministry, which may be withheld unreasonably, or given subject to conditions with which the Recipient shall comply; and,
- xiv. Perform its roles and obligations as set out in the document entitled "Roles and Responsibilities" provided to the Recipient by the Ministry from time to time.

2. The Municipality shall:

- i. Provide to the Recipient such support for Services delivery under this Agreement as the Recipient may reasonably require;
- ii. Deliver to the Ministry a certified copy of a resolution or by-law of the municipal Council which expresses the Municipality's full support of the Project both in principle and financially and authorizes the execution and delivery of this Agreement;
- iii. In the event of default under this Agreement by the Recipient with respect to the delivery of the Services, perform the Recipient's obligations under s. III(1) above, either by itself or through a contractor satisfactory to the Ministry, acting reasonably; and,
- iv. Upon written notice from the Ministry, pay to the Ministry (by cheque made payable to the Minister of Finance) any amount or amounts owing and unpaid by the Recipient hereunder.

IV. Obligations of the Ministry:

The Ministry shall provide the following to the Centre throughout the term of this Agreement:

- 1. Materials relating to the Program and guidelines for on-going development and management of the Program, specifically as related to Services, customer service levels and future direction of the Program;
- 2. Funding as set out in section V (Administrative and Funding Arrangements) below, and as detailed in Schedule B;
- 3. On request, assistance in the development of further public/private sector partnerships and agreements in the operation of the Centre;
- 4. Appropriate marketing and communications support of the SBEC network and the Centre, including the provision of Ontario, MEDT and Ministry logos and identifiers and provincial literature and brochures;

5. Program and curriculum/training materials related to MEDT small business initiatives such as, but not limited to, Salute To Small Business, Bridges To Better Business and Youth Entrepreneurship programs;
6. Client service guidelines related to service quality standards and the integrity of the Program as outlined in the guidelines set out in Schedule A;
7. Professional development in support of Consultant expertise and Program-related training through new Consultant orientation, regional meetings, an annual conference and other professional development opportunities, subject to the availability of funding and other resources; and,
8. Assistance in Centre operation including, but not limited to, business planning, monthly reporting and administrative requirements and Consultant training and development through interaction with MEDT Entrepreneurship and Youth Partnerships staff.

V. Administrative and Funding Arrangements:

1. Both parties shall participate in the selection of Centre staff (Manager and Consultants) in the manner mutually agreed upon and outlined in Schedule B of this Agreement.
2. Subject to section V.3 and receipt of the Business Plan and invoices for payment as set out in section V.4, the Ministry shall:
 - 2.1. Provide the Funds to the Recipient, up to a maximum aggregate amount of sixty thousand dollars (**\$60,000**) per year, for the purpose of carrying out the Project;
 - 2.2. Provide the Funds to the Recipient in quarterly payments of \$15,000 no later than June 30, September 30, December 31 and March 15 in each year during the term of this Agreement, to reimburse the Recipient in respect of actual or projected Project costs during the 3 months then ended or about to end, and
 - 2.3. Make the quarterly payments payable to the legal entity named as the payee in the applicable invoice, or as the Recipient may direct in writing.
3. The Ministry may deposit the Funds into an account designated by the Recipient, provided that the account:
 - 3.1. Resides at a Canadian financial institution, and
 - 3.2. Is in the name of the Recipient.
4. The Ministry:
 - 4.1. Shall not provide any Funds to the Recipient until the Recipient provides an insurance certificate or other proof of the following insurance coverage:
 Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, and such policy shall include at a minimum:
 - The Indemnified Parties as additional insureds with respect to liability arising in the course of performance or non-performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - A cross-liability clause;
 - Contractual liability coverage; and,

- A 30 day written notice of cancellation, termination or material change.
- and the Recipient agrees to provide additional certificates or proofs of such insurance upon renewal or extension of its insurance policy;
- 4.2. Shall have no obligation to provide instalments of Funds until it is satisfied with the progress of the Project and the quarterly invoices and monthly reports it has received from the Recipient; and,
 - 4.3. May adjust the amount of Funds it provides to the Recipient in any provincial government fiscal year (being the period from April 1 in one calendar year until March 31 in the following calendar year) based upon the Ministry's assessment of the information provided by the Recipient in its reports to the Ministry under this Agreement.
5. Disbursement of the Funds shall be conditional upon completion and delivery by the Recipient to the Ministry of:
 - 5.1. An annual Business Plan for the Centre in form and substance satisfactory to the Ministry, which Business Plan shall detail the Centre's basic method of operation, Client targets and other related services, anticipated outreach services, mentoring, training, revenue generation, special events, and partner funding sources. It shall also include (i) financial statements for the previous year; (ii) a detailed budget outlining all operational expenses related to the Centre, revenues and revenue sources; and (iii) 4 invoices, each for \$15,000 and dated June 30, September 30, December 31 and March 15, respectively, for the fiscal year covered by the Business Plan. The Business Plan, financial statements, budget and related targets must conform to the Ministry's fiscal year (April 1 – March 31) and shall be delivered to the Ministry no later than March 15 in each year during the term of this Agreement; and,
 - 5.2. Monthly reports respecting the Centre's operations in the form appended as Schedule C to this Agreement, accompanied by such receipts and other proofs of paid expenses as the Ministry may reasonably require.
 6. Any and all revenues (cash or in-kind) generated as a result of partnerships and sponsorships related to the operation of the Centre, or through the Services rendered by the Centre, shall be used solely for the operation of the Centre and to expand or enhance the level and type of service offered to Clients.
 7. Revenues and expenses for the Centre shall have separate accounting records and shall not be considered as part of general revenues and expenses of the Recipient.

VI. Reporting and Monitoring:

1. In addition to the annual Business Plan, the Recipient will provide to the Ministry monthly reports as outlined in Schedule B under the heading "Reporting and Record Keeping" and such other reports as the Ministry may reasonably request in a manner and format mutually agreed upon.
2. The Recipient shall provide the Ministry, for audit purposes from time to time, during the term of this Agreement and for a period of three (3) years after the termination of this Agreement, access to information relating to the operation of the Centre, including but not limited to, any financial and client databases compiled and maintained by the Centre or the Recipient on behalf of the Centre.

VII. Promotion and Publicity:

1. Any publicity, publication or reference relating to the Centre shall reflect the participation of each party in the Program. MEDT and/or the Ministry will provide appropriate logo information for such promotion.
2. All internal and external signage, including websites, relating to the Centre shall be mutually agreed upon and expressly identify the Centre as a recipient of Program funding from the Province of Ontario. MEDT and/or the Ministry will provide appropriate logo information for such promotion.
3. The Ministry may promote the Centre as part of a network of Small Business Enterprise Centres - *Ontario's Business Support Network*.

VIII. Indemnification:

1. The Recipient agrees that the Ministry shall not be liable for any injury or damage (including death) to the person or property of any officer, employee or agent of the Recipient or Centre, unless the injury, loss or damage is caused by the negligence of an officer or employee of the Ministry while acting within the scope of his/her employment.
2. The Recipient shall, at all times, indemnify and save harmless the Indemnified Parties from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Recipient or the Centre or any of their respective officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the Recipient or the Centre under this Agreement.

IX. Term of this Agreement:

1. This Agreement supersedes any previous agreements or contracts regarding the delivery of the Program or the Business Self-Help Office Program.
2. This Agreement shall take effect upon signature by both parties and can be amended at any time by mutual consent in writing, or terminated by either party upon ninety (90) days written notice.

X. Termination:

1. In the event that the Ministry is of the opinion that there has been a breach by the Recipient of any term or condition contained in this Agreement, the Ministry shall give notice to the Recipient of the particulars of the breach and the reasonable time period in which the Recipient must remedy the breach (the "Remedy Period"). If the Recipient fails to remedy the breach as described in the notice within the Remedy Period, the Ministry, in addition to any other rights or remedies of the Ministry under this Agreement or at law or in equity, shall have the right to terminate this Agreement immediately by giving notice of termination to the Recipient to that effect at the end of the Remedy Period, and such termination shall take effect immediately.
2. Pursuant to the provisions of the *Financial Administration Act* (Ontario), if MEDT does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Ministry shall not be obligated to make any such payment, and, as a consequence, the Ministry may:

6(8)(b)

- a) Reduce the amount of the Funds and, in consultation with the Recipient, change the Project;
or
 - b) Terminate this Agreement.
3. Upon termination, the Recipient shall provide a report to the Ministry reflecting the current state of the operation of the Centre to the satisfaction of the Ministry and shall repay any Funds received but not yet spent in accordance with this Agreement. Any such repayment shall be deemed to be a debt immediately due and payable by the Recipient and shall be made by way of cheque made payable to "The Minister of Finance".
4. Subject to section VI (Reporting and Monitoring), all rights and obligations of the parties under this Agreement shall cease upon termination of this Agreement; provided that the provisions of sections VIII and X and any repayment obligations of the Recipient or the Municipality shall survive termination or expiry of this Agreement indefinitely.

XI. Signatures:

This Agreement has been signed on behalf of the Recipient, the Municipality and the Ministry by their respective duly authorized signing authorities.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Northern Development, Mines
and Forestry**

By: _____
Signature
Name:
Title:
Date: _____

CITY OF SAULT STE. MARIE

By: _____
Signature
Name:
Title:
Date: _____

**SAULT STE. MARIE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Signature
Name:

6/8/16

Title:

Date:

68(b)

Schedule A

Program Mandate and Guidelines

Program Mandate:

- Assist new entrepreneurs in the evaluation and process of business start-up.
- Provide stability and early-stage growth support to existing small business, typically -
 - Less than 5 years in operation, and
 - Under 10 employees.
- Monitor the success rate/longevity of small business in Ontario as measured through monthly reports/data which tracks economic impact and annual client surveys conducted by the SBECs.

Program Guidelines:

- Operates under the lead of the Ministry of Economic Development and Trade. The Ministry of Northern Development, Mines and Forestry is responsible for delivery of the Program in northern Ontario locations.
- Generally operates through agreements with municipalities.
- Additional public and private sector partnerships and sponsorships are encouraged to –
 - Facilitate start-up and launch of new SBECs, and
 - Supplement the resource base available for client services through cash, in-kind and project/program base contributions.
- Individual locations may operate under a mutually agreed upon name but must be recognized as part of the Provincial network of Small Business Enterprise Centres.
- Provides Services to Clients without regard to place of residence;
- Provides Services to Clients from a "self-help" perspective; i.e. does not perform tasks for Clients such as write business plans or do presentations to banks, investors, etc.
- Does not offer Services in competition with the private (for-profit) sector.
- Is flexible to accommodate local Client small business needs and services in the region in which it operates.
- Denotes "first-stop/one-stop" locations for entrepreneurship and small business information and services relating to the municipal, provincial and federal levels of government as well as the private/corporate sector.
- Centres operate as "not-for-profits" and do not favour one program, sponsor, supplier, etc. above another. Services are to be delivered without bias and Client information is confidential – not to be distributed or sold to third parties.
- Operates with input and guidance through an Advisory Committee comprised of partners and stakeholders.

Schedule B

SBEC Services and Operating Standards

Services

The Services described in this Schedule shall be offered to Clients throughout the Service Region.

Services that must be offered by every SBEC:

- Free initial consultations, where a consultation is defined as a meaningful client interaction that provide significant information or advice and could form the basis of a relationship
- Free on-going consultations
- Workshops/seminars (delivered by a Consultant or by others)
- Community outreach (presentations at associations, schools, chambers, etc., booths at trade shows)
- Delivery of programs such as Summer Company (unless there is another service provider in the area)
- Annual Small Business Event for established businesses (must be created and owned by the SBEC):
 - General business event, or
 - Industry specific event, or
 - Business community development event
- Referrals of Clients to business service providers, such as accountants, at Clients' request or in response to Clients' apparent needs
- Business outreach (site visits)

Optional services, as determined by the Centre based on Client needs

- Charging a fee for on-going consultations
- Mentoring program
- Networking breakfasts/meetings/etc.
- SBEC membership program

SBEC Operating Standards

E-business Services that must be offered by every SBEC:

- SBEC website content must contain:
 - Link to MEDT and MNDMF
 - Link to Canada Business Ontario (CBO)
 - Other business resources (to be determined)
 - Standard metadata embedded in website to attract Internet search engines
- Workshops/seminars (delivered by a Consultant or by others)
- Electronic Customer Relationship Management (e-CRM) technology that enables customer feedback

Optional e-business services determined by office/based on needs

- Other website content
- More specialized e-business workshops and seminars
- E-business roundtables at annual small business events or e-business focused events

SBEC Operating Standards

Location of SBEC

Required:

- A highly visible location in the central business district. May be located in a mall, on a main street or in a visible area in city hall or other suitable public building.
- Access to parking
- Access to public transit
- Free access to building (does not require security key, sign in, door bell, etc.)
- Appropriate space to fulfill core services including reception area
- Private office for consultations
- Separate space for resource centre
- Access to boardroom/meeting space

To be determined at local level:

- Conform to accessibility requirements

Signage/Visibility**Required:**

- Visible exterior and interior signage featuring:
 - Centre name
 - Logos of core partners
- Outside sign must be visible from 50 metres
- Inside signage must make distinction between founding or core partners and other partners/sponsors
- A website or web pages specific to the SBEC which clearly and distinctly defines the SBEC as a separate entity from its Municipality, and reflects the participation of each party in a joint program between the Province of Ontario and the Municipality.

To be determined locally:

- Use of other languages
- Name/logo of SBEC

SBEC Consultant**Required:**

- Entrepreneurship experience/hands-on experience running a small business
- Experience reading and understanding financial statements
- Knowledge of business planning, marketing, import/export
- Partnership building and relationship management skills
- Marketing skills
- Experience in event planning
- Public speaking skills
- Understanding of Ontario and local economies

Additional Assets:

- Knowledge of how local and provincial governments operate
- Experience dealing with media

To be determined at local level:

- Specific industry knowledge
- Experience managing employees
- Additional languages

Client Service Standards**Required:**

- Upon entering the SBEC resource centre Clients should wait no longer than ten minutes to speak to a staff member and have general questions answered.
- Clients should wait no longer than one week for a general consultation with a SBEC Consultant and no longer than two weeks if they submit material, such as a business plan, in advance for the Consultant's review.

Reporting and Record Keeping**Required:**

The SBEC shall:

- Keep all records containing personal information and personal information banks in compliance with FIPPA and PIPEDA;
- Operate through a mutually agreed upon Business Plan submitted to the Ministry by March 15th in each year, setting out targets for the upcoming year (based on MEDT's fiscal year – April 1 through March 31). Must include results from previous year and discussion of successes/weaknesses;
- Maintain a database of client activity and Service delivery results that enables reports to be submitted to MEDT in a format acceptable by MEDT record keeping systems;
- Maintain a client database and provide the Ministry (or, at MEDT's request, MEDT) with access to the database for Program audit purposes;
- Submit a monthly report in the form set out in Schedule C, which the Ministry may revise from time to time;
- Submit monthly reports through the Ministry's ECR system on or before the 5th day of following month, which reports shall address at least the following topics:
 - Economic impact
 - Client contacts
 - Seminars and workshops
 - Outreach/Networking and Presentations
 - Events Hosted
 - Mentoring
 - Resources
- Provide success stories and newspaper clippings upon request by the Ministry; and,

- Report economic impact at least once per year based on ongoing contact with clients and a telephone survey done at least once per year, covering the following topics:
 - Businesses started (business is up and running)
 - Businesses expanded
 - Jobs created (part-time jobs count as .5)

Optional (and at the Ministry's option, may be required in future):

- Investment dollars (if this is being tracked, report in annual business plan)

Client Confidentiality

Required:

When collecting personal information from Clients, SBECs shall take precautions to ensure this information is safeguarded from unauthorized use, disclosure or destruction. All records containing personal information and personal information banks shall be kept in compliance with FIPPA and PIPEDA. The following best practices shall be followed:

- Collect, use and disclose personal information only with the Client's knowledge and consent.
- Collect only personal information that is needed to assist the business.
- Personal information shall be used only for the purpose(s) for which it was collected.
- Disclose personal information:
 - Only when the disclosure is consistent with the purpose(s) for which it was collected
 - To others only when systems are in place that ensure the privacy of the centre Client
- Access to personal information shall be limited to those individuals who have a need to know such information.
- Personal information shall be kept secure at all times. When not in use, personal information shall be maintained under lock and key.
- All non electronic personal information shall be stored in lockable file cabinets, maintained in a secure, supervised location and accessible only by authorized individuals.
- All electronic information shall be stored on computers to which the public does not have access and to which access is restricted by user ID and password.
- Personal information shall be retained in accordance with records retention schedules established by the Archives of Ontario.
- Personal information that is no longer required shall be destroyed in such a manner that the information cannot be subsequently reconstructed or retrieved.

To be determined locally:

- Any additional municipal privacy protection requirements applicable to the SBEC.

Advisory Committee**Required:**

- All Centres must have an advisory committee that meets quarterly.
- Advisory committees must consist of the MNDMF local contact and representatives from other core partners (e.g., the Municipality). The committee shall also include a combination of at least three of the following:
 - Local small business people
 - Other SBEC partners
 - SBEC Clients
 - Professionals from the SBEC referral list (lawyer, accountant, etc.)
 - Municipal councillor

To be determined locally:

- Precise makeup of group
- Group may meet more often than quarterly
- Group may be an advisory board with oversight authority if required by SBEC by-laws

Partnership Development**Required:**

- Municipal partners in the Small Business Enterprise Centre program are encouraged to develop public and corporate/private sector partnerships and sponsorships to increase the operating resource base of the SBEC and enhance Program/Service delivery to Clients.
- Partners are generally considered as organizations that contribute funds/in-kind goods/services to be utilized in the operation of the SBEC; Sponsors generally contribute funds/in-kind goods/services to deliver a specific program or service.
- Partners should be invited to participate on the SBEC Advisory Committee; sponsors may be invited to participate at the discretion of the SBEC.
- A separate Memorandum of Understanding (MOU) or Letter of Agreement should be signed between each partner and the Municipality/SBEC.
- Duration and exclusivity of MOUs or Letters of Agreement are the responsibility of the Municipality/SBEC.

SBEC Operating Standards

- The potential for Conflict of Interest with the SBEC mandate/Programs/Services or Clients should be carefully addressed before entering into any partnership/sponsorship agreement.
- In pursuit of partners and sponsors, the Municipality/SBEC should seek those organizations/corporations exhibiting the desire to be "good corporate citizens" versus those with high expectations of direct payback in sales generation.
- Partnerships and sponsorships should enhance the ability of the SBEC to deliver Services in line with the Small Business Enterprise Centre mandate.

To be determined locally:

- Partner recognition to be determined locally and may vary with level/type of contribution.

French Language Services

For Centres located in designated areas¹:

- Centre signage in both official languages
- All government produced materials available in both official languages
- All materials produced by the Centre available in both official languages
- Ability to offer all workshops/sessions in both official languages, if requested

For Centres not located in designated areas:

- Copies of government produced materials in both official languages
- Information on where to receive service in French:
 - Canada Business Ontario (CBO)
 - SBEC in designated area
 - Other French language service providers.

Accessibility

Required:

- All buildings must be wheelchair accessible and comply with all requirements under the *Accessibility for Ontarians with Disabilities Act, 2005*
- Centres must establish a plan governing the provision services to persons with disabilities. The plan must be consistent with the following principles:

¹ A map of designated areas can be found at: <http://www.ofa.gov.on.ca/en/flsa-mapdesig.html>

SBEC Operating Standards

- Services must be provided in a manner that respects the dignity and independence of persons with disabilities.
- Services to persons with disabilities and others must be integrated unless an alternate measure is necessary.
- Persons with disabilities must be given an opportunity equal to that given to others to obtain, use and benefit from SBEC services.
- Centres must be prepared to communicate with customers with disabilities in a manner that takes into account the customer's disability (for example, providing a publication in an alternate format, such as audio or Braille).
- All employees and volunteers must be aware of the SBEC's policies regarding the provision of accessible customer service.
- Clients with disabilities who have support persons or service animals must be able to use them while accessing SBEC services. Translators and note-takers should be given access to seminars/workshops at no additional cost to the Client.

To be determined locally:

Any additional accessibility requirements to which the SBEC must adhere

6(8)(b)

Schedule C

SBEC Monthly Report Form

SBEC Monthly Report

CENTRE:

ISSUES:

-

LOCAL ECONOMIES:

-

CLIENT USAGE AND TRAFFIC:

-

EVENTS AND INITIATIVES:

-

YOUTH PROGRAMS:

-

OTHER:

-

Prepared by: _____
Signature

Name: _____

Title: _____

Date: _____



13/07/2011



13/07/2011



13/07/2011



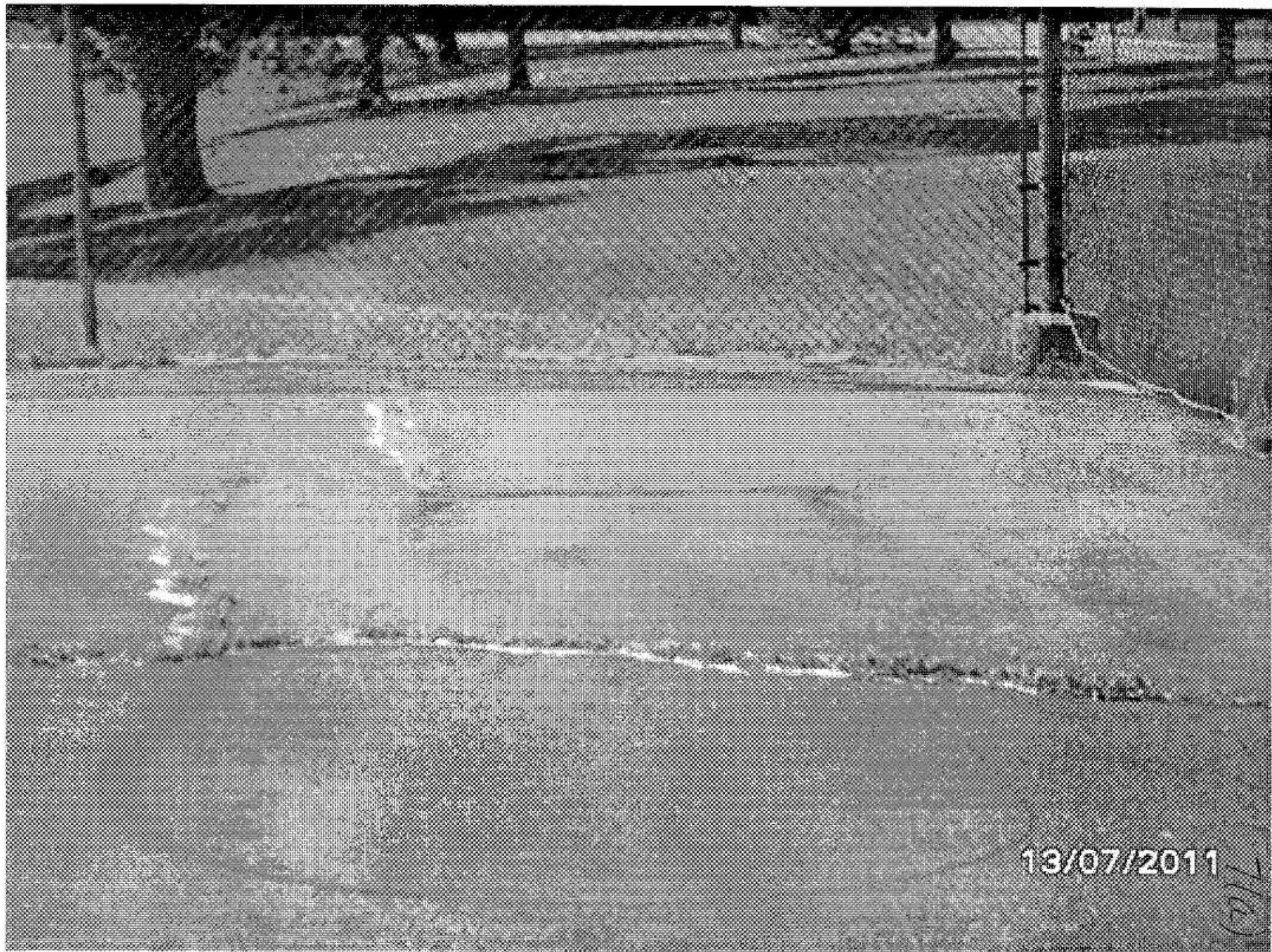
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13/07/2011

7(a)

7(6)

RECEIVED	
CITY CLERK	
JUL 08 2011	
NO.:	51968
DIST.:	Agenda

To Whom It May Concern:

This letter is regarding a community bus to come up to the trailer park.

We have concerns about not having a bus come up to Root river trailer park we are tax payers, we are in the city limits.

My 74 year old mother in law has to walk down the highway to catch a bus and walk back up the highway to come home.

Could you Please consider having a community bus to come to the Root River trailer park, on a call bases. It would greatly be appreciated.

Thank you
A caring tax payer

Edith Dwyer
SARIE LETHBRIDGE

Kim Skagen
Margaret
Shirley St Jacques
Terri Skagen
D. L. L. L.
V. B. L. L.

Roger L. L. L.
Marianne Bennett
Catherine Hartman
Andri Brand
A. L. L. L.
Elaine Burmaster
F. L. L. L. No 10

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2011-132**

AGREEMENT: (B.1.2.3.) A by-law to authorize the execution of an agreement between the City and 1138989 Ontario Inc. regarding lands located at 819-823 Queen Street East.

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 19th day of July, 2011 between the City and 1138989 Ontario Inc. for the lands located at 819-823 Queen Street East.

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 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

staff/by-laws/2011-139/cf

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

AGREEMENT dated 19th day of July, 2011

BETWEEN:

1138989 ONTARIO INC

(Hereinafter referred to as "1138989")

PARTY OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter referred to as "The City")

PARTY OF THE SECOND PART

WHEREAS:

- a) 1138989 is the registered owner of the lands known municipally as 819 Queen Street East, Sault Ste. Marie in the Province of Ontario legally described as set out on Schedule A, and hereinafter referred to as the "1138989 Lands"; and
- b) The City is the registered owner of the lands (located immediately east of and abutting the 1138989 Lands) upon which the Ermatinger Clergue National Historic Site is situate municipally known as 831 Queen Street East, Sault Ste. Marie in the Province of Ontario and legally described as set out on Schedule B, and hereinafter referred to as the "Ermatinger Clergue Lands"; and
- c) Presently located on the 1138989 Lands is a building which was constructed on or approximately on the boundary line between the 1138989 Lands and the Ermatinger Clergue Lands; and
- d) Section 9.10.15 of the Ontario Building Code requires that there be no unprotected openings in buildings within a certain distance of each other; and
- e) 1138989 wishes to renovate the building on the 1138989 Lands, such renovation to include the installation of up to 12 new window openings on the east wall of its existing structure; and

- f) The City has agreed to assist 1138989 in rectifying the deficiency in the limiting distance requirements referred to in recital (d) above by agreeing to restrict construction of any building structures on the Ermatinger Clergue Lands' interior west side yard as further particularized within this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES, pursuant to Section 9.10.15(4) of the Ontario Building Code, that in consideration of the sum of Two Dollars (\$2) and for good and sufficient other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree as follows:

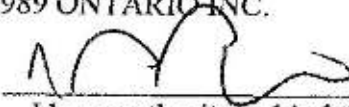
1. The City covenants and agrees, for the benefit of the 1138989 Lands, not to construct any new buildings on that rectangular portion of the Ermatinger Clergue Lands' interior west side yard having a width of 3.614 metres east from the boundary line between the 1138989 Lands and the Ermatinger Clergue Lands and a length of 26 metres running south from the south limit of Queen Street East along the said boundary line, such rectangular portion hereinafter referred to as the "No Build Area".
2. The covenant by the City relating to the No Build Area shall remain in effect and be binding on the City for so long as 1138989's building remains in existence and remains deficient in terms of the limiting distance required by the Ontario Building Code, failing which the covenant shall become null and void and of no effect.
3. The parties agree that this Agreement or notice thereof shall be registered on the title of the lands owned by the parties as described in Schedules A and B attached.
4. The parties hereby covenant and agree that a Statutory Declaration by the owners of the properties affected by this Agreement registered on title attesting to the existence of the circumstances outlined in paragraph 2 above resulting in the covenants of the City becoming null and void and of no effect shall be sufficient to cause the covenant to be expunged and deleted from title to the lands described in Schedules A and B hereto.
5. Subject to paragraphs 3 and 4, the parties hereto covenant and agree that this Agreement is final and binding and cannot be amended unless done so in writing by the parties hereto or their successors.

- 10/a
6. This Agreement shall be binding upon the parties hereto and their successors, assigns and personal representatives.

Signed, Sealed and Delivered at the City of Sault Ste. Marie, in the Province of Ontario on the dates indicated,

Date: July 13, 2011

1138989 ONTARIO INC.

Per: 

I have authority to bind the
corporation (John Paul
Paciocco)

Date: July 18, 2011

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Per: _____

Title: Mayor Debbie Amaroso

Per: _____

Title: City Clerk
Malcolm White

SCHEDULE A

"1138989 Lands"

Part Lot 6 Plan 958 St. Mary's as in T205751; Sault Ste. Marie aka Lot 6 Plan 625; being
PIN # 31541-0234 (LT);

SCHEDULE B

"Ermatinger Clergue Lands"

Lot 13, 26, 39-47 Plan 958 St. Mary's; Lane Plan 958 St. Mary's abutting the northerly limit of lots 41 to 47 Plan 958 Closed by T377910; Part Lot 5, 25 Plan 958 St. Mary's Part Lane Plan 958 St. Mary's South of lot 5 Plan 958 closed by X501 as in T63492 Sault Ste. Marie; Aka Lot 5, 13 Lane Plan 625; Being PIN # 31541-0237 (LT);

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2011-136**

AGREEMENT: (D.1.9.1.) A by-law to authorize the execution of an agreement between the City, the Sault Ste. Marie Economic Development Corporation and the Province of Ontario as represented by the Ministry of Northern Development, Mines and Forestry.

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 April, 2011 between the City, the Sault Ste. Marie Economic Development Corporation and the Province of Ontario as represented by the Ministry of Northern Development, Mines and Forestry for the Delivery of Small Business Enterprise Centre Program.

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 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

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



Agreement
Business Sault Ste. Marie
Ontario's Business Support Network

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This Agreement includes the following Schedules:

Schedule A.....	Program Mandate and Guidelines
Schedule B.....	SBEC Services and Operating Standards
Schedule C.....	SBEC Monthly Report Form

Agreement made effective as of April 1, 2011

Between

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of
Northern Development, Mines and Forestry
(the "Ministry")**

and

**CITY OF SAULT STE. MARIE
(the "Municipality")**

and

**SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION
(the "Recipient")**

**regarding Business Sault Ste. Marie
(the "Centre")**

Background:

- A. In recognition of the vital role that entrepreneurial activity and new businesses play in Ontario's economy and specifically in the growth and prosperity of the Province, the Province of Ontario has established the Small Business Enterprise Centre (SBEC) program (the "Program") in collaboration with municipalities and other entities.
- B. The Ministry of Economic Development and Trade (MEDT) is the provincial ministry that is primarily responsible for the government's participation in the Program. The Program, under the leadership of MEDT, supported by the network of Small Business Enterprise Centres, will evolve to meet the needs of new and existing small business owners in the pre-venture and business development cycle.
- C. Pursuant to a memorandum of understanding between MEDT and the Ministry, the Ministry has agreed to deliver the Program at locations across northern Ontario, including the Service Region (as that term is defined below).
- D. Small Business Enterprise Centres established under the Program are intended to provide important resources to entrepreneurs and new businesses in the municipalities and surrounding areas served by such Centres, to assist in the formation of new businesses and to support area businesses by addressing issues that are barriers to their early growth and success. The parties expect that the Centre will assume a leadership role in the provision and delivery of information, learning and counselling, and other resources that support start-up and early stage business growth in the Service Region.
- E. The Recipient has requested funding from the Ministry in respect of the Centre, the Municipality wishes to support the Recipient's operation of the Centre and the Ministry wishes to provide funding to the Recipient for such purpose, all on the terms and subject to the conditions set out in this Agreement.

Agreement:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the Recipient, the Municipality and the Ministry agree to implement and fund the Centre in accordance with the terms and conditions contained in this Agreement.

- I. **Interpretation.** In this Agreement, unless the context otherwise requires, the following terms, words and phrases shall have the meanings indicated below.

"Business Plan" has the meaning set out in Section V – Administration and Funding Arrangements.

"Client" means an individual or business which seeks advice and assistance from the Centre.

"Consultant" means an individual hired by the Centre on a full- or part-time basis to provide consultations, workshops, seminars and other Services at or on behalf of the Centre, in accordance with this Agreement; provided that each Consultant shall have, at a minimum, the skills, experience and knowledge set out in Schedule B under the heading "SBEC Consultant."

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended from time to time.

"Funds" means the funding payable by the Ministry to the Recipient in support of the Project, on the terms and subject to the conditions of this Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees.

"Partner" and "partnership", when used in this Agreement, may but do not necessarily have the meanings ascribed to them in the *Partnerships Act* (Ontario) and, for greater certainty, may refer to entities and collaborations carried on without a view to profit.

"PIPEDA" means the federal *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5.

"Personal Information" has the same definition as in subsection 2(1) of FIPPA.

"Personal Information Bank" has the same definition as in subsection 2(1) of FIPPA.

"Project" has the meaning set out in section III below.

"Record" has the same definition as in subsection 2(1) of FIPPA.

"Schedules" means the 3 Schedules attached to and forming part of this Agreement, namely:

Schedule A – Program Mandate and Guidelines

Schedule B – SBEC Services and Operating Standards

Schedule C – SBEC Monthly Report Form

"Service Region" means the area served by the Centre, as agreed between the Ministry and the Recipient from time to time.

"Services" means those programs and services to be provided by the Centre pursuant to this Agreement, as set out in Schedules A and B.

II. Deliverables.

In accordance with the terms and conditions contained in this Agreement, the Recipient shall cause the Centre to provide the Services in the Service Region (the "Project") and, for greater certainty, shall:

1. Be active in the Service Region, developing and promoting the Centre as a visible resource to provide Services, within its mandate, to all individuals who visit the Centre (regardless of their place of residence), adhering to the guidelines and standards set out in Schedule A and Schedule B attached to and forming part of this Agreement;
2. Undertake outreach and networking (including without limitation business information kiosks, seminars, workshops, speaking engagements and small business activities and events) within the Service Region;
3. Collect, compile, analyze and report the nature and number of Client contacts and consultations, distribution of MEDT's publications, delivery of seminars/workshops and on-line training modules, activity related to MEDT youth programs, outreach/networking activities, indicators of economic impact and other data the Ministry and MEDT may reasonably request from time to time, in the format as outlined in Schedule B attached to this Agreement;
4. Establish and maintain a small business resource library including appropriate electronic resources/databases and display and make available to Clients without charges or fees MEDT and other government-produced business-related publications and small business program materials;
5. Develop and set service objectives, monitor performance levels and achievement of established targets for Services in accordance with annual business plan and reporting guidelines;
6. Attend and participate in regional meetings and conferences held or sponsored by MEDT or the Ministry in conjunction with the SBEC mandate and delivery of Services to Clients;
7. Actively network and link other service providers, relevant agencies, associations, organizations or businesses in the public, private and volunteer sectors to promote the Centre and enhance small business services to Clients;
8. Develop, facilitate and deliver small business seminars and workshops in the Service Region;
9. Identify opportunities, and develop public and private sector sponsors and corporate partners, to further enhance the resource base of the Centre and the scope and availability of Services provided to Clients, in accordance with the standards set out in Schedule B under the heading "Partnership Development";
10. Negotiate agreements with such sponsors and corporate partners in consultation with relevant stakeholders, including MEDT and the Ministry;
11. Develop an Advisory Committee for the Centre comprised of representatives of partners, stakeholders, the Ministry and the Service Region's business community, which committee shall meet no less frequently than quarterly and satisfy the operating standards set out in Schedule B under the heading "Advisory Committee"; and,

12. In consultation with MEDT and the Ministry, design and conduct Client service surveys at least annually in accordance with the guidelines set out in Schedule A to this Agreement.

III. Obligations of the Recipient and the Municipality.

1. The Recipient shall:

- i. Deliver to the Ministry a certified copy of a resolution of the Recipient's board of directors which expresses the Recipient's full support of the Project both in principle and financially and authorizes the execution and delivery of this Agreement; and the Recipient acknowledges and agrees that funding of the Project by the Ministry under this Agreement shall be conditional upon receipt of such certified copy;
- ii. Deliver Program planning, management and operations for the Centre consistent with the Program and the Services. This obligation shall include promotion and/or delivery of MEDT small business programs and training modules (current and future) such as, but not limited to, *Summer Company*;
- iii. Meet with Ministry officials to discuss Service delivery and Centre operations on a semi-annual basis, or more frequently as needed, to ensure the development of their partnership;
- iv. Ensure delivery of Services as outlined in Schedule B under the headings "Services". Entrepreneurial services, as outlined in published guidelines, will be provided on a non-fee basis as part of MEDT funding except as noted;
- v. Implement a private sector approach to Centre operations, including revenue generation and a fee for services as appropriate. The Centre may institute fees and other user pay, revenue generating programs for services not covered in Schedule B, provided the Services outlined in Schedule B are being delivered to the mutual satisfaction of the Ministry and the Recipient;
- vi. Not use Ministry funding under this Agreement for any program or service area other than the Program and the Services, except with the Ministry's prior written consent, which may be withheld unreasonably;
- vii. Not make any changes to the Project or the budget set out in any Business Plan, except with the Ministry's prior written consent, and abide by any terms and conditions the Ministry may require in connection with such consent;
- viii. Not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund;
- ix. Ensure that the Centre employs sufficient staff, including administrative support staff, to deliver the Services and meet the needs of clients as related to those Services, in accordance with and to the standards set out in this Agreement;
- x. Ensure that the Centre is located in a facility with sufficient floor space and at a mutually agreed-upon location as outlined under the heading "Location of SBEC" in Schedule B, which facility shall be equipped with dedicated telephone service and access to appropriate telecommunications equipment including, but not limited to, computers, Internet and private email access, facsimile machine(s) and photocopier(s);

- xi. Ensure that the Centre takes part in professional development opportunities, including without limitation MEDT's Annual Conference, the Ministry's face-to-face meetings in northern Ontario and such other opportunities as may be provided by MEDT or the Ministry from time to time;
- xii. Ensure that internal and external signage at the Centre's premises, and the Centre's web pages, comply with the requirements set out in Schedule B under the heading "Signage/Visibility" and in compliance with the requirements set out in section VII (Promotion and Publicity) below;
- xiii. Not assign its rights or obligations under this Agreement in whole or in part except with the prior written consent of the Ministry, which may be withheld unreasonably, or given subject to conditions with which the Recipient shall comply; and,
- xiv. Perform its roles and obligations as set out in the document entitled "Roles and Responsibilities" provided to the Recipient by the Ministry from time to time.

2. The Municipality shall:

- i. Provide to the Recipient such support for Services delivery under this Agreement as the Recipient may reasonably require;
- ii. Deliver to the Ministry a certified copy of a resolution or by-law of the municipal Council which expresses the Municipality's full support of the Project both in principle and financially and authorizes the execution and delivery of this Agreement;
- iii. In the event of default under this Agreement by the Recipient with respect to the delivery of the Services, perform the Recipient's obligations under s. III(1) above, either by itself or through a contractor satisfactory to the Ministry, acting reasonably; and,
- iv. Upon written notice from the Ministry, pay to the Ministry (by cheque made payable to the Minister of Finance) any amount or amounts owing and unpaid by the Recipient hereunder.

IV. Obligations of the Ministry:

The Ministry shall provide the following to the Centre throughout the term of this Agreement:

- 1. Materials relating to the Program and guidelines for on-going development and management of the Program, specifically as related to Services, customer service levels and future direction of the Program;
- 2. Funding as set out in section V (Administrative and Funding Arrangements) below, and as detailed in Schedule B;
- 3. On request, assistance in the development of further public/private sector partnerships and agreements in the operation of the Centre;
- 4. Appropriate marketing and communications support of the SBEC network and the Centre, including the provision of Ontario, MEDT and Ministry logos and identifiers and provincial literature and brochures;

5. Program and curriculum/training materials related to MEDT small business initiatives such as, but not limited to, Salute To Small Business, Bridges To Better Business and Youth Entrepreneurship programs;
6. Client service guidelines related to service quality standards and the integrity of the Program as outlined in the guidelines set out in Schedule A;
7. Professional development in support of Consultant expertise and Program-related training through new Consultant orientation, regional meetings, an annual conference and other professional development opportunities, subject to the availability of funding and other resources; and,
8. Assistance in Centre operation including, but not limited to, business planning, monthly reporting and administrative requirements and Consultant training and development through interaction with MEDT Entrepreneurship and Youth Partnerships staff.

V. Administrative and Funding Arrangements:

1. Both parties shall participate in the selection of Centre staff (Manager and Consultants) in the manner mutually agreed upon and outlined in Schedule B of this Agreement.
2. Subject to section V.3 and receipt of the Business Plan and invoices for payment as set out in section V.4, the Ministry shall:
 - 2.1. Provide the Funds to the Recipient, up to a maximum aggregate amount of sixty thousand dollars (\$60,000) per year, for the purpose of carrying out the Project;
 - 2.2. Provide the Funds to the Recipient in quarterly payments of \$15,000 no later than June 30, September 30, December 31 and March 15 in each year during the term of this Agreement, to reimburse the Recipient in respect of actual or projected Project costs during the 3 months then ended or about to end, and
 - 2.3. Make the quarterly payments payable to the legal entity named as the payee in the applicable invoice, or as the Recipient may direct in writing.
3. The Ministry may deposit the Funds into an account designated by the Recipient, provided that the account:
 - 3.1. Resides at a Canadian financial institution, and
 - 3.2. Is in the name of the Recipient.
4. The Ministry:
 - 4.1. Shall not provide any Funds to the Recipient until the Recipient provides an insurance certificate or other proof of the following insurance coverage:
 Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, and such policy shall include at a minimum:
 - The Indemnified Parties as additional insureds with respect to liability arising in the course of performance or non-performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - A cross-liability clause;
 - Contractual liability coverage; and,

- A 30 day written notice of cancellation, termination or material change.

and the Recipient agrees to provide additional certificates or proofs of such insurance upon renewal or extension of its insurance policy;

- 4.2. Shall have no obligation to provide instalments of Funds until it is satisfied with the progress of the Project and the quarterly invoices and monthly reports it has received from the Recipient; and,
 - 4.3. May adjust the amount of Funds it provides to the Recipient in any provincial government fiscal year (being the period from April 1 in one calendar year until March 31 in the following calendar year) based upon the Ministry's assessment of the information provided by the Recipient in its reports to the Ministry under this Agreement.
5. Disbursement of the Funds shall be conditional upon completion and delivery by the Recipient to the Ministry of:
 - 5.1. An annual Business Plan for the Centre in form and substance satisfactory to the Ministry, which Business Plan shall detail the Centre's basic method of operation, Client targets and other related services, anticipated outreach services, mentoring, training, revenue generation, special events, and partner funding sources. It shall also include (i) financial statements for the previous year; (ii) a detailed budget outlining all operational expenses related to the Centre, revenues and revenue sources; and (iii) 4 invoices, each for \$15,000 and dated June 30, September 30, December 31 and March 15, respectively, for the fiscal year covered by the Business Plan. The Business Plan, financial statements, budget and related targets must conform to the Ministry's fiscal year (April 1 – March 31) and shall be delivered to the Ministry no later than March 15 in each year during the term of this Agreement; and,
 - 5.2. Monthly reports respecting the Centre's operations in the form appended as Schedule C to this Agreement, accompanied by such receipts and other proofs of paid expenses as the Ministry may reasonably require.
 6. Any and all revenues (cash or in-kind) generated as a result of partnerships and sponsorships related to the operation of the Centre, or through the Services rendered by the Centre, shall be used solely for the operation of the Centre and to expand or enhance the level and type of service offered to Clients.
 7. Revenues and expenses for the Centre shall have separate accounting records and shall not be considered as part of general revenues and expenses of the Recipient.

VI. Reporting and Monitoring:

1. In addition to the annual Business Plan, the Recipient will provide to the Ministry monthly reports as outlined in Schedule B under the heading "Reporting and Record Keeping" and such other reports as the Ministry may reasonably request in a manner and format mutually agreed upon.
2. The Recipient shall provide the Ministry, for audit purposes from time to time, during the term of this Agreement and for a period of three (3) years after the termination of this Agreement, access to information relating to the operation of the Centre, including but not limited to, any financial and client databases compiled and maintained by the Centre or the Recipient on behalf of the Centre.

VII. Promotion and Publicity:

1. Any publicity, publication or reference relating to the Centre shall reflect the participation of each party in the Program. MEDT and/or the Ministry will provide appropriate logo information for such promotion.
2. All internal and external signage, including websites, relating to the Centre shall be mutually agreed upon and expressly identify the Centre as a recipient of Program funding from the Province of Ontario. MEDT and/or the Ministry will provide appropriate logo information for such promotion.
3. The Ministry may promote the Centre as part of a network of Small Business Enterprise Centres - *Ontario's Business Support Network*.

VIII. Indemnification:

1. The Recipient agrees that the Ministry shall not be liable for any injury or damage (including death) to the person or property of any officer, employee or agent of the Recipient or Centre, unless the injury, loss or damage is caused by the negligence of an officer or employee of the Ministry while acting within the scope of his/her employment.
2. The Recipient shall, at all times, indemnify and save harmless the Indemnified Parties from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Recipient or the Centre or any of their respective officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the Recipient or the Centre under this Agreement.

IX. Term of this Agreement:

1. This Agreement supersedes any previous agreements or contracts regarding the delivery of the Program or the Business Self-Help Office Program.
2. This Agreement shall take effect upon signature by both parties and can be amended at any time by mutual consent in writing, or terminated by either party upon ninety (90) days written notice.

X. Termination:

1. In the event that the Ministry is of the opinion that there has been a breach by the Recipient of any term or condition contained in this Agreement, the Ministry shall give notice to the Recipient of the particulars of the breach and the reasonable time period in which the Recipient must remedy the breach (the "Remedy Period"). If the Recipient fails to remedy the breach as described in the notice within the Remedy Period, the Ministry, in addition to any other rights or remedies of the Ministry under this Agreement or at law or in equity, shall have the right to terminate this Agreement immediately by giving notice of termination to the Recipient to that effect at the end of the Remedy Period, and such termination shall take effect immediately.
2. Pursuant to the provisions of the *Financial Administration Act* (Ontario), if MEDT does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Ministry shall not be obligated to make any such payment, and, as a consequence, the Ministry may:

- a) Reduce the amount of the Funds and, in consultation with the Recipient, change the Project;
or
 - b) Terminate this Agreement.
3. Upon termination, the Recipient shall provide a report to the Ministry reflecting the current state of the operation of the Centre to the satisfaction of the Ministry and shall repay any Funds received but not yet spent in accordance with this Agreement. Any such repayment shall be deemed to be a debt immediately due and payable by the Recipient and shall be made by way of cheque made payable to "The Minister of Finance".
4. Subject to section VI (Reporting and Monitoring), all rights and obligations of the parties under this Agreement shall cease upon termination of this Agreement; provided that the provisions of sections VIII and X and any repayment obligations of the Recipient or the Municipality shall survive termination or expiry of this Agreement indefinitely.

XI. Signatures:

This Agreement has been signed on behalf of the Recipient, the Municipality and the Ministry by their respective duly authorized signing authorities.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Northern Development, Mines
and Forestry**

By: _____
Signature
Name:
Title:

Date: _____

CITY OF SAULT STE. MARIE

y : _____
ITY CLERK: MALCOLM WHITE

By: _____
Signature
Name: MAYOR DEBBIE AMAROSO
Title:

Date: July 18, 2011

**SAULT STE. MARIE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Signature
Name: Tom Oodbs

Title: CEO

Date: June 23, 2011

A handwritten signature in black ink, appearing to be "J. R. Smith", written over a horizontal line.

Schedule A**Program Mandate and Guidelines****Program Mandate:**

- Assist new entrepreneurs in the evaluation and process of business start-up.
- Provide stability and early-stage growth support to existing small business, typically -
 - Less than 5 years in operation, and
 - Under 10 employees.
- Monitor the success rate/longevity of small business in Ontario as measured through monthly reports/data which tracks economic impact and annual client surveys conducted by the SBECs.

Program Guidelines:

- Operates under the lead of the Ministry of Economic Development and Trade. The Ministry of Northern Development, Mines and Forestry is responsible for delivery of the Program in northern Ontario locations.
- Generally operates through agreements with municipalities.
- Additional public and private sector partnerships and sponsorships are encouraged to –
 - Facilitate start-up and launch of new SBECs, and
 - Supplement the resource base available for client services through cash, in-kind and project/program base contributions.
- Individual locations may operate under a mutually agreed upon name but must be recognized as part of the Provincial network of Small Business Enterprise Centres.
- Provides Services to Clients without regard to place of residence;
- Provides Services to Clients from a "self-help" perspective; i.e. does not perform tasks for Clients such as write business plans or do presentations to banks, investors, etc.
- Does not offer Services in competition with the private (for-profit) sector.
- Is flexible to accommodate local Client small business needs and services in the region in which it operates.
- Denotes "first-stop/one-stop" locations for entrepreneurship and small business information and services relating to the municipal, provincial and federal levels of government as well as the private/corporate sector.
- Centres operate as "not-for-profits" and do not favour one program, sponsor, supplier, etc. above another. Services are to be delivered without bias and Client information is confidential – not to be distributed or sold to third parties.
- Operates with input and guidance through an Advisory Committee comprised of partners and stakeholders.

Schedule B**SBEC Services and Operating Standards**

Services

The Services described in this Schedule shall be offered to Clients throughout the Service Region.

Services that must be offered by every SBEC:

- Free initial consultations, where a consultation is defined as a meaningful client interaction that provide significant information or advice and could form the basis of a relationship
- Free on-going consultations
- Workshops/seminars (delivered by a Consultant or by others)
- Community outreach (presentations at associations, schools, chambers, etc., booths at trade shows)
- Delivery of programs such as Summer Company (unless there is another service provider in the area)
- Annual Small Business Event for established businesses (must be created and owned by the SBEC):
 - General business event, or
 - Industry specific event, or
 - Business community development event
- Referrals of Clients to business service providers, such as accountants, at Clients' request or in response to Clients' apparent needs
- Business outreach (site visits)

Optional services, as determined by the Centre based on Client needs

- Charging a fee for on-going consultations
- Mentoring program
- Networking breakfasts/meetings/etc.
- SBEC membership program

SBEC Operating Standards**E-business Services that must be offered by every SBEC:**

- SBEC website content must contain:
 - Link to MEDT and MNDMF
 - Link to Canada Business Ontario (CBO)
 - Other business resources (to be determined)
 - Standard metadata embedded in website to attract Internet search engines
- Workshops/seminars (delivered by a Consultant or by others)
- Electronic Customer Relationship Management (e-CRM) technology that enables customer feedback

Optional e-business services determined by office/based on needs

- Other website content
- More specialized e-business workshops and seminars
- E-business roundtables at annual small business events or e-business focused events

SBEC Operating Standards

Location of SBEC**Required:**

- A highly visible location in the central business district. May be located in a mall, on a main street or in a visible area in city hall or other suitable public building.
- Access to parking
- Access to public transit
- Free access to building (does not require security key, sign in, door bell, etc.)
- Appropriate space to fulfill core services including reception area
- Private office for consultations
- Separate space for resource centre
- Access to boardroom/meeting space

To be determined at local level:

- Conform to accessibility requirements

Client Service Standards**Required:**

- Upon entering the SBEC resource centre Clients should wait no longer than ten minutes to speak to a staff member and have general questions answered.
- Clients should wait no longer than one week for a general consultation with a SBEC Consultant and no longer than two weeks if they submit material, such as a business plan, in advance for the Consultant's review.

Reporting and Record Keeping**Required:**

The SBEC shall:

- Keep all records containing personal information and personal information banks in compliance with FIPPA and PIPEDA;
- Operate through a mutually agreed upon Business Plan submitted to the Ministry by March 15th in each year, setting out targets for the upcoming year (based on MEDT's fiscal year – April 1 through March 31). Must include results from previous year and discussion of successes/weaknesses;
- Maintain a database of client activity and Service delivery results that enables reports to be submitted to MEDT in a format acceptable by MEDT record keeping systems;
- Maintain a client database and provide the Ministry (or, at MEDT's request, MEDT) with access to the database for Program audit purposes;
- Submit a monthly report in the form set out in Schedule C, which the Ministry may revise from time to time;
- Submit monthly reports through the Ministry's ECR system on or before the 5th day of following month, which reports shall address at least the following topics:
 - Economic impact
 - Client contacts
 - Seminars and workshops
 - Outreach/Networking and Presentations
 - Events Hosted
 - Mentoring
 - Resources
- Provide success stories and newspaper clippings upon request by the Ministry; and,

- Report economic impact at least once per year based on ongoing contact with clients and a telephone survey done at least once per year, covering the following topics:
 - Businesses started (business is up and running)
 - Businesses expanded
 - Jobs created (part-time jobs count as .5)

Optional (and at the Ministry's option, may be required in future):

- Investment dollars (if this is being tracked, report in annual business plan)

Client Confidentiality

Required:

When collecting personal information from Clients, SBECs shall take precautions to ensure this information is safeguarded from unauthorized use, disclosure or destruction. All records containing personal information and personal information banks shall be kept in compliance with FIPPA and PIPEDA. The following best practices shall be followed:

- Collect, use and disclose personal information only with the Client's knowledge and consent.
- Collect only personal information that is needed to assist the business.
- Personal information shall be used only for the purpose(s) for which it was collected.
- Disclose personal information:
 - Only when the disclosure is consistent with the purpose(s) for which it was collected
 - To others only when systems are in place that ensure the privacy of the centre Client
- Access to personal information shall be limited to those individuals who have a need to know such information.
- Personal information shall be kept secure at all times. When not in use, personal information shall be maintained under lock and key.
- All non electronic personal information shall be stored in lockable file cabinets, maintained in a secure, supervised location and accessible only by authorized individuals.
- All electronic information shall be stored on computers to which the public does not have access and to which access is restricted by user ID and password.
- Personal information shall be retained in accordance with records retention schedules established by the Archives of Ontario.
- Personal information that is no longer required shall be destroyed in such a manner that the information cannot be subsequently reconstructed or retrieved.

To be determined locally:

- Any additional municipal privacy protection requirements applicable to the SBEC.

SBEC Operating Standards

Advisory Committee

Required:

- All Centres must have an advisory committee that meets quarterly.
- Advisory committees must consist of the MNDMF local contact and representatives from other core partners (e.g., the Municipality). The committee shall also include a combination of at least three of the following:
 - Local small business people
 - Other SBEC partners
 - SBEC Clients
 - Professionals from the SBEC referral list (lawyer, accountant, etc.)
 - Municipal councillor

To be determined locally:

- Precise makeup of group
- Group may meet more often than quarterly
- Group may be an advisory board with oversight authority if required by SBEC by-laws

Partnership Development

Required:

- Municipal partners in the Small Business Enterprise Centre program are encouraged to develop public and corporate/private sector partnerships and sponsorships to increase the operating resource base of the SBEC and enhance Program/Service delivery to Clients.
- Partners are generally considered as organizations that contribute funds/in-kind goods/services to be utilized in the operation of the SBEC; Sponsors generally contribute funds/in-kind goods/services to deliver a specific program or service.
- Partners should be invited to participate on the SBEC Advisory Committee; sponsors may be invited to participate at the discretion of the SBEC.
- A separate Memorandum of Understanding (MOU) or Letter of Agreement should be signed between each partner and the Municipality/SBEC.
- Duration and exclusivity of MOUs or Letters of Agreement are the responsibility of the Municipality/SBEC.

SBEC Operating Standards

- The potential for Conflict of Interest with the SBEC mandate/Programs/Services or Clients should be carefully addressed before entering into any partnership/sponsorship agreement.
- In pursuit of partners and sponsors, the Municipality/SBEC should seek those organizations/corporations exhibiting the desire to be "good corporate citizens" versus those with high expectations of direct payback in sales generation.
- Partnerships and sponsorships should enhance the ability of the SBEC to deliver Services in line with the Small Business Enterprise Centre mandate.

To be determined locally:

- Partner recognition to be determined locally and may vary with level/type of contribution.

French Language Services

For Centres located in designated areas¹:

- Centre signage in both official languages
- All government produced materials available in both official languages
- All materials produced by the Centre available in both official languages
- Ability to offer all workshops/sessions in both official languages, if requested

For Centres not located in designated areas:

- Copies of government produced materials in both official languages
- Information on where to receive service in French:
 - Canada Business Ontario (CBO)
 - SBEC in designated area
 - Other French language service providers.

Accessibility

Required:

- All buildings must be wheelchair accessible and comply with all requirements under the *Accessibility for Ontarians with Disabilities Act, 2005*
- Centres must establish a plan governing the provision services to persons with disabilities. The plan must be consistent with the following principles:

¹ A map of designated areas can be found at: <http://www.cfa.gov.on.ca/en/flsa-mapdesig.html>

SBEC Operating Standards

- Services must be provided in a manner that respects the dignity and independence of persons with disabilities.
 - Services to persons with disabilities and others must be integrated unless an alternate measure is necessary.
 - Persons with disabilities must be given an opportunity equal to that given to others to obtain, use and benefit from SBEC services.
- Centres must be prepared to communicate with customers with disabilities in a manner that takes into account the customer's disability (for example, providing a publication in an alternate format, such as audio or Braille).
- All employees and volunteers must be aware of the SBEC's policies regarding the provision of accessible customer service.
- Clients with disabilities who have support persons or service animals must be able to use them while accessing SBEC services. Translators and note-takers should be given access to seminars/workshops at no additional cost to the Client.

To be determined locally:

Any additional accessibility requirements to which the SBEC must adhere

Schedule C

SBEC Monthly Report Form

SBEC Monthly Report

CENTRE:

ISSUES:

-

LOCAL ECONOMIES:

-

CLIENT USAGE AND TRAFFIC:

-

EVENTS AND INITIATIVES:

-

YOUTH PROGRAMS:

-

OTHER:

-

Prepared by: _____
Signature

Name: _____

Title: _____

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-138

AGREEMENT: (A.3.9.1.) A by-law to authorize the Agreement between the Corporation of the City of Sault Ste. Marie and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration, dated July 1, 2011.

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

1. 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 for the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration confirming the funding deliverables for the Project and the City's performance commitments for the development of the Phase Four Job Board and Video Library for the Immigration Portal.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

ca/Bylaws/2011bylaws/2011-138 Agmt Citizenship & Immigration

NOTICE

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

CITY SOLICITOR

SCHEDULE "A"

ONTARIO FUNDING AGREEMENT

File #

THIS AGREEMENT made as of July 1, 2011

BETWEEN :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Citizenship and Immigration

(the "Province")

- and -

CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Recipient")

WHEREAS the Recipient is carrying-out the Project (as defined in Schedule "A");

AND WHEREAS the Province wishes to provide funding to the Recipient for the purpose of assisting with the Project;

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

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Description and Timelines
- Schedule "D" - Budget

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

IN WITNESS WHEREOF, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented
by the Minister of Citizenship and Immigration

by:

Date _____

Name: _____
Position: _____

Authorized Signing Officer

CORPORATION OF THE CITY OF SAULT STE. MARIE

by:

July 18, 2011
Date

Name: Debbie Amaroso
Position: Mayor

by:

Name: Malcolm White
Position: City Clerk

I/we have authority to bind the Recipient

Witness Print Name: _____

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 Definitions

1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:

- (a) **"Additional Funding Requirements"** means the requirements referred to in paragraph 3.3(b) and as specified in Schedule "B";
- (b) **"Additional Provisions"** means the terms and conditions referred to in section 10.1 and as specified in Schedule "B";
- (c) **"Agreement"** means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
- (d) **"Budget"** means the Project budget set out in Schedule "D";
- (e) **"Claims"** means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;
- (f) **"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B";
- (g) **"Fiscal Year"** means:
 - (i) in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and
 - (ii) in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;
- (h) **"Funding"** means the funds provided to the Recipient by the Province pursuant to this Agreement and will be payable in lawful money of Canada;
- (i) **"Maximum Funding"** means the maximum amount of the Funding to be provided as set out in Schedule "B";
- (j) **"Project"** means the project described in Schedule "C".

2.0 Term of Agreement

2.1 The term of this Agreement will commence on the date set out on the first page of this Agreement and will expire on the Expiration Date unless terminated earlier pursuant to Article 16.0, 17.0 or 29.0.

3.0 Funding

3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of completing the Project.

3.2 The Province will disburse the Funding according to the schedule provided in Schedule "B".

3.3 Despite sections 3.1 and 3.2, the Province:

- (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province's assessment of the reports provided to the Province pursuant to Article 11.0;
- (b) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Funding Requirements have been met; and
- (c) shall not provide Funding instalments unless it is satisfied with the progress of the Project.

4.0 Project

- 4.1 The Recipient will carry out the Project and will do so in compliance with the description set out in Schedule "C" and all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project. The Province is not responsible in any way for the carrying out of the Project.
- 4.2 The Recipient will not make any changes to the Project without the prior written consent of the Province.
- 4.3 The Recipient will carry out the Project in accordance with the timelines provided in Schedule "C".
- 4.4 If the Project involves the creation of intellectual property, the Recipient agrees that the Province may from time to time direct the Recipient to grant to one or more third parties a gratuitous, non-commercial license to reproduce all or part of such intellectual property.

5.0 Budget

- 5.1 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend those funds only in accordance with the Budget.
- 5.2 The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Province.

6.0 Holding of Funding

- 6.1 Until it is used in accordance with this Agreement, the Funding will be placed in an account that:
 - (a) resides at a Canadian financial institution; and
 - (b) is in the name of the Recipient.
- 6.2 If the Province flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.
- 6.3 If the Recipient earns any interest on the Funding:
 - (a) the Province may deduct the interest amount from any further Funding instalments; and/or
 - (b) the Recipient shall pay any interest to the Province as directed by the Province.

7.0 Tendering for Goods and Services and Disposal of Assets

- 7.1 The Recipient will manage the Project wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. Where the purchase price exceeds \$5,000, the Recipient will, at a minimum, obtain at least three written quotes unless:
 - (a) the expertise the Recipient is purchasing is specialised and is not readily available; or
 - (b) it is unreasonable for the Recipient to obtain three (3) written quotes because the Recipient has already researched the market for another similar purchase and knows the market.

- 7.2 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$1,000.

8.0 Conflict of Interest

- 8.1 The Recipient will carry out the Project and use the Funding in a manner that no person associated with the Project in any capacity will have a potential or actual conflict of interest.
- 8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.
- 8.3 The Recipient will disclose to the Province without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

9.0 Representations, Warranties and Governance

- 9.1 The Recipient represents warrants and covenants that:

- (a) it is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Project; and
- (c) all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Province in support of its request for funding was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of this Agreement, in every respect except as set out to the contrary in this Agreement.

- 9.2 The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

- 9.3 The Recipient represents, warrants and covenants that it has

- (a) established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:
 - (i) establish decision-making mechanisms;
 - (ii) provide for the prudent and effective management of the Funding;
 - (iii) establish procedures to enable the successful completion of the Project; and
 - (iv) establish procedures to enable the preparation and delivery of all reports required pursuant to Article 11.0.

- 9.4 Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article.

10.0 Further Conditions

- 10.1 The Recipient will comply with any Additional Provisions.

- 10.2 The Recipient acknowledges that the Province may impose further terms and conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Project.

11.0 Reporting, Accounting and Review

11.1 The Recipient will submit to the Province:

- (a) progress reports as required by Schedule "B";
- (b) a final report upon completion of the Project; and
- (c) such other reports as the Province may require from time to time.

11.2 The Recipient will deliver all reports in a form satisfactory to the Province.

11.3 Each report referred to in paragraphs 11.1(a) and (b) will include the following items:

- (a) details of how the Province's support has been acknowledged in accordance with Article 15.0;
- (b) an unaudited statement which accounts for Project revenue and expenditures;
- (c) an indication of whether the objectives of the Project are being / were met;
- (d) a description of how the success of the Project is being / was measured;
- (e) a description of the level of community participation and response;
- (f) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient; otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient; and
- (g) any other details that may be requested by the Province.

11.4 The Recipient:

- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
- (b) will maintain such records and keep them available for review or investigation by the Province for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
- (c) will maintain all non-financial documents and records relating to the Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.

11.5 The Province or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:

- (a) enter upon the Recipient's premises to review the status and manner of operation of the Project;
- (b) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
- (c) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Province will obtain the consent of the third person before inspecting or copying such records; and
- (d) conduct a full or partial audit or investigation of the Recipient in respect of the Project.

11.6 The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Project that the Province may reasonably request.

11.7 The purposes for which the Province may exercise its rights under this Article include:

- (a) determining for what items and purposes the Recipient expended the Funding;
- (b) determining whether and to what extent the Recipient expended the Funding with due regard to economy and efficiency; and
- (c) determining whether the Recipient completed the Project effectively and in accordance with the terms of this Agreement.

11.8 For greater clarity, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act* (Ontario).

12.0 Limitation of Liability

12.1 The Province, its officers, employees and agents will not be liable to the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for Claims howsoever caused that arise out of or are in any way related to the Project or this Agreement.

13.0 Indemnity

13.1 The Recipient will indemnify and hold harmless the Province from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Project under, or otherwise in connection with, this Agreement. The Recipient further agrees to indemnify and hold harmless the Province for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Province, claimed or resulting from such Claims.

14.0 Insurance

14.1 The Recipient hereby agrees to put in effect and maintain insurance for the term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person in the business of the Recipient would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy is to include the following clauses:
 - (i) the Province as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - (ii) cross-liability clause;
 - (iii) contractual liability coverage; and
 - (iv) thirty (30) day written notice of cancellation, termination or material change.

14.2 Before beginning the Project, the Recipient will provide the Province with a valid Certificate of Insurance that references the Project and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.

15.0 Credit**15.1 The Recipient:**

- (a) will acknowledge, in a format approved by the Province, the support of the Province in all materials related to the Project;
- (b) will advise the Province in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Project and provide the opportunity for the Province to be present where appropriate. The Recipient will provide the Province with a minimum of ten (10) business days prior written notice of such events, or as soon as the Recipient is aware of such events;
- (c) will not make any public announcement, news release, advertising or other form of publicity regarding the Funding until permission to do so is received from the Province; and
- (d) where applicable, will include a statement in any materials related to the Project that the views expressed in such materials are the views of the Recipient and do not necessarily reflect those of the Province.

16.0 Termination for Convenience

- 16.1 The Province may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient.

17.0 Termination and Corrective Action

- 17.1 The Province may terminate this Agreement immediately upon giving notice to the Recipient if:

- (a) in the opinion of the Province:
 - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
 - (ii) the Recipient breaches any provision of this Agreement;
 - (iii) the Recipient is unable to complete the Project or is likely to discontinue it; or
 - (iv) it is not reasonable for any reason for the Recipient to complete the Project;
- (b) the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Province is providing the Funding;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) the Recipient ceases to carry on business.

- 17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice:

- (a) of the particulars of the breach;
- (b) of the period of time within which the Recipient is required to remedy the breach; and
- (c) that the Province will terminate this Agreement:
 - (i) at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice; or
 - (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the

Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.

- 17.3 If the Province has provided the Recipient with an opportunity to remedy the breach, and
- (a) the Recipient does not remedy the breach within the time period specified in the notice;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Province considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,
- the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.
- 17.4 Despite the Province's right to terminate this Agreement pursuant to section 17.1, the Province may, in addition to and in the alternative to section 17.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Province determines, to ensure the successful completion of the Project in accordance with this Agreement.
- 17.5 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

18.0 Funding Upon Termination

- 18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province may:
- (a) cancel all further Funding instalments; and/or
 - (b) demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient;

and the Province will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Province. In no event will the Province be responsible for any amount by which the costs exceed the amount owing.

- 18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:
- (a) cancel all further Funding instalments; and/or
 - (b) demand the repayment of the Funding in whole or in part (including any interest), or an amount equal thereto.

19.0 Recipient's Repayment of Funds

- 19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.

- 19.2 The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the province of Ontario on accounts receivable.
- 19.3 The Recipient will pay the amount demanded by cheque payable to the Minister of Finance, Ontario.
- 19.4 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time this Agreement expires or is terminated will be used only for the purposes agreed upon by the Province or will be returned to the Province immediately on the written request of the Province.

20.0 Notices

- 20.1 Any notice or communication required or permitted to be given under this Agreement will be:
 - (a) in writing;
 - (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
 - (c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.
- 20.2 All notices will be effective:
 - (a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or
 - (b) three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.

21.0 Severability of Provisions

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

22.0 Amendment and Waiver

- 22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.
- 22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 Independent Parties

- 23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

24.0 Assignment of Agreement or Funding

- 24.1 The Recipient will not assign this Agreement or the Funding or any part thereof without the prior written consent of the Province, which consent may be unreasonably and arbitrarily withheld.
- 24.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

25.0 Governing Law

- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

26.0 Further Assurances and Consents

- 26.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 26.2 The Recipient acknowledges that the Province may impose conditions on any consent it provides pursuant to this Agreement.

27.0 Circumstances Beyond the Control of Either Party

- 27.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Province and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

28.0 Survival

- 28.1 Upon the expiration or termination of this Agreement, the provisions in Articles 6.0 (Holding of Funding), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival), 32.0 (FIPPA) and sections 4.4 and 7.2 will survive.

29.0 Appropriation

- 29.1 Despite any other provision of this Agreement, any payment by the Province under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Province's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this Agreement immediately upon giving notice to the Recipient.

30.0 Interpretative Value of Agreement Documents

- 30.1 In the event of any of conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.
- 30.2 The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

31.0 Counterparts

- 31.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile signatures and will be binding on all parties as if executed by original signature and delivered personally.

32.0 Freedom of Information and Protection of Privacy Act (FIPPA)

- 32.1 The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F. 31, as amended from time to time, and that any information provided to the Province in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.
- 32.2 The Recipient acknowledges that the Province may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

33.0 Time of Essence

- 33.1 Time will be of the essence in all respects. No extension of or waiver pursuant to this Agreement will operate as a waiver of this provision.

34.0 Number and Gender

- 34.1 This Agreement will be read with all changes in gender or number as required by the context.

35.0 Joint and Several

- 35.1 Where the Recipient is made up of two or more entities, each such entity will be jointly and severally liable (each completely and individually liable) to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	\$110,000
Funding milestones	Subject to subsection 3.3(b) of Schedule "A" of this Agreement, \$77,000 upon both parties signing the Agreement \$22,000 upon the Recipient's completion of the Interim Report \$11,000 upon the Province's approval of the Final Report
Expiration Date	August 31, 2012
Address for notice if to the Province	Stephanie Arnold Senior Program Consultant, Information and Portal (A) Immigration Policy Branch 400 University Avenue, 3rd Floor Toronto, Ontario M7A 2R9 416-327-8074 416-326-1044
Address for notice if to the Recipient	Frank Coccimiglio Manager, Information Technology City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, Ontario P6A 5N1 705-759-5303
Reporting	Interim Report Due date: March 1, 2012 Final Report Due date: August 31, 2012
Additional Funding Requirements	The Province will not provide any Funding to the Recipient until the Recipient has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement.
Additional Provisions	Nil

SCHEDULE "C" PROJECT DESCRIPTION AND TIMELINES

Background

In 2007, the Corporation of the City of Sault Ste. Marie received funding from the Ontario Ministry of Citizenship and Immigration to develop a web portal, www.discoverthesault.ca, which assists in the attraction, recruitment and retention of potential/recent newcomers to the community. Discoverthesault.ca provides a "one stop access point" to information about living, learning and working in Sault Ste. Marie.

Since the launch of the Sault Ste. Marie web portal in January 2009, Discoverthesault.ca has received visits from over 90 countries around the world. The web portal has become a premiere site in Sault Ste. Marie and is an important component of a larger community effort to attract talented newcomers to fill existing labour gaps Sault Ste. Marie is experiencing as well as assisting with the diversifying workforce.

Project Scope

To further satisfy community needs through:

- Enhancement of the current Sault Ste. Marie immigration web portal to include an online job board, accessible to job seekers and local employers
- Development of job board through the addition of job seeker and employer profiles
- To further develop the portal's video library by enhancing the Cultural Orientation and Cultural Awareness videos
- Translation of Video Relocation Guide into five additional languages with subtitles.

Goals

- Build strong partnerships with local employers to use the job board
- Encourage visitors to utilize the job board – both employers and job seekers
- Formation of committees for orientation and awareness purposes
- Enhance the current cultural awareness and orientation videos to benefit locals and newcomers
- Continue building stronger community partnerships by further developing cultural awareness and providing a guideline for employers and educational institutions to be used with staff and students
- Continue building stronger community partnerships by further developing cultural orientation and encouraging community organization and institutions working with newcomers to use these videos as tools when welcoming people to Sault Ste. Marie.

Governance and Sustainability Plan

The lead agency and applicant for the project will be the City of Sault Ste. Marie. The City will act as the contracting entity with MCI and will assume full responsibilities of meeting the terms and conditions therein including:

- Accountability for and reporting of financial matters;
- Accountability for and reporting on project deliverables;
- Employment and supervision of project staff;
- Provision of workspace for project staff.

The City of Sault Ste. Marie's Manager of Information Technology division will remain the lead senior staff for the project. The staff lead will have overall responsibility for carrying out the program deliverables and will directly oversee all IT matters.

The Discoverthesault.ca staff will also work closely with the City's Social Services Department leading the Local Immigration Partnership (LIP).

The City of Sault Ste. Marie will continue to have two contract positions:

1. Content/Communications Coordinator
2. I.T. Technician

Sustainability to keep the video library up to date on Sault Ste. Marie's Immigration Web Portal is directly linked to the Local Immigration Partnership and its variety of members from all sectors of the community. Our Local Immigration Partnership is made up of people from many different organizations throughout Sault Ste. Marie, some from the education sector, employers, settlement services and even newcomers themselves. Because there are so many diverse members on our LIP committee, it will be easy to maintain and distribute content regarding *Discover the Sault* and immigration awareness.

The Local Immigration Partnership in Sault Ste. Marie meets once a month, and receives constant updates regarding immigrant services and helpful information for newcomers. LIP uses the web portal as a main tool to encourage cultural awareness and move closer to developing a welcoming community. The Local Immigration Partnership will maintain all information for *Discover the Sault* and through help from City Information Technology staff will be able to ensure the web portal is up to date. Updates can also be attained through our city's fully funded settlement services agency, the Sault Community Career Centre/ New to the Sault. If LIP's were to stop existing then immigration content updates could be delivered to city staff by the Sault Community Career Centre/New to the Sault as well as the many cultural clubs on our community, including Club Calabrese, Algoma Multicultural Association and the Latin Association. Because the Sault Ste. Marie Immigration Web Portal is so well supported in our community through the Local Immigration Partnership, there is no question that it will be maintained, revamped and updated whenever necessary.

Project Plan

Deliverables:

- **Expansion of Cultural Orientation Videos** - adding more details and footage to each video. We will need to retain updated footage and make additions to scripts to make these videos more elaborate.
- **Expansion of Cultural Awareness Videos** - sector specific awareness, employment awareness video to be shown for training purposes by employers and education awareness video that can be used by teachers/students to become more aware of immigration and culture. These videos will be based on the plan created in conjunction with the awareness campaign developed by LIP.
- **Development of Job Board** - add employers, job seekers profiles and carry out promotional campaign and promotional video.
- **Translation of Video Relocation Guide** - All 12 instructional videos will include subtitles in Chinese, French, Korean, Spanish and Hindi.
- **Marketing Campaign** - promotion of Discover the Sault, video library and the job board promotional campaign.
- **Launch** - launch of the Phase Four project

Major Milestones:

Major milestones include attracting employers and job seekers to participate in the new job board. We will need a successful promotional campaign and video, describing its many advantages in order to attract participants to the job board. We will also need to advertise our new awareness videos to major employers and educational facilities in Sault Ste. Marie. These videos will increase cultural awareness and will help encourage our mission to develop a welcoming community. The completion date of this entire project may exceed the March 2012 deadline and a few extra months may be necessary for accurate completion of Phase Four.

Technical Plan

- The production of videos: filming, editing, post production and encoding
- Uploading and organizing new videos
- Translation of Video Relocation Guide
- Integration of the job board onto discoverthesault.ca (recoding the main site to flow seamlessly with the job board)
- Setup of accounts and permissions for the job board, as well as early population

10(c)

SCHEDULE "D"
BUDGET

Project Budget	MCI Contribution	In-Kind
Human Resources		
Advisory Committee		\$10,000.00
Project Supervision		\$15,000.00
Subtotal		\$25,000.00
Wages, Benefits and Training(Project Time Frame)		
Content Researcher / Communication Coordinator	\$35,000.00	
Web Content Technician	\$35,000.00	
Employee Benefits/MERC	\$9,000.00	
Subtotal	\$79,000.00	
Video Production Expenses		
Video Translation Services (Translation of Transcripts for Subtitles in Chinese, French, Korean, Spanish, Hindi)	\$8,000.00	
Video Development (Additional Expansion to Library covering Employment and Education Sectors)	\$5,000.00	
Job Board Promotional Video	\$3,000.00	
Subtotal	\$16,000.00	
Marketing Expenses		
Marketing Expenditures	\$2,000.00	
Job Board Promotional Campaign	\$3,000.00	
Subtotal	\$5,000.00	
PROPOSAL SUBTOTAL	\$100,000.00	
Administration/Overhead	\$10,000.00	
Total	\$110,000.00	\$25,000.00
Project Total (cash and in-kind)	\$135,000.00	

ONTARIO FUNDING AGREEMENT

File #

THIS AGREEMENT made as of July 1, 2011

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister
of Citizenship and Immigration

(the "Province")

- and -

CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Recipient")

WHEREAS the Recipient is carrying-out the Project (as defined in Schedule "A");

AND WHEREAS the Province wishes to provide funding to the Recipient for the purpose of assisting with the Project;

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

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Description and Timelines
- Schedule "D" - Budget

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

IN WITNESS WHEREOF, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented
by the Minister of Citizenship and Immigration

by:

Date _____

Name: _____

Position:

Authorized Signing Officer

CORPORATION OF THE CITY OF SAULT STE. MARIE

by:

July 18, 2011

Date _____

Name: Debbie Amaroso

Position: Mayor

by:

Name: Malcolm White

Position: City Clerk

I/we have authority to bind the Recipient

Witness Print Name:

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-139

AGREEMENT: (L-340) A by-law to authorize the execution of a sub lease agreement between the City, the Ontario Bushplane Heritage and Forest Fire Education Centre and 1022291 Ontario Inc.

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 sub lease agreement in the form of Schedule "A" hereto dated the 1st day of September, 2010 between the City, the Ontario Bushplane Heritage and Forest Fire Education Centre and 1022291 Ontario Inc.

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 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

staff/by-laws/2011-139/cf

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

SUB LEASE

THIS SUB LEASE made as of this 1st day of September, 2010.

1022291 ONTARIO INC.
1 Pim Street
Sault Ste. Marie ON P6A 3G3
(hereinafter called the "Owner").

OF THE FIRST PART;

-and-

**THE ONTARIO BUSHPLANE HERITAGE
AND FOREST FIRE EDUCATION CENTRE**, located at
50 Pim Street,
Sault Ste. Marie ON P6A 3G4
(hereinafter called "Bushplane")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE,
Of the City of Sault Ste. Marie
in the Province of Ontario,

Address: 99 Foster Drive
Sault Ste. Marie ON P6A 5X6
Attention: Mr. Lorie Bottos
Telephone: (705) 759-5400
Fax: (705) 759-5405
(hereinafter called the "City")

WHEREAS By lease dated the 22nd day of June, 2001 amended by Lease Amendment Agreement dated the 20th day of August, 2010 the Owner as landlord did lease to the Bushplane as tenant the property having civic address 50 Pim Street to be used by the Bushplane as a Heritage and Forest Fire Education Centre;

AND WHEREAS the Bushplane has agreed to sublease to the City a portion of the premises as shown on the plan attached as Schedule "A" and more particularly described in paragraph one of this lease;

AND WHEREAS the Owner has consented to this sub lease as indicated by its execution of this sub lease; and

WHEREAS the City desires to build a Hub Trail across a portion of the property leased by the Owner to the Bushplane;

NOW THEREFORE the Bushplane and the City agree as follow:

1. Subleased premises - In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the City to be paid, observed and performed, Bushplane hereby subleases to the City **that portion of the lands and premises located at 50 Pim Street, Sault Ste. Marie, Ontario, and legally described [insert legal description] , comprising a three (3) metre wide strip of land along the water frontage, shown in the dotted lines on the plan attached as Schedule "A", together with any improvements and appurtenances thereon, all of which are hereinafter collectively referred to as the "Subleased premises", subject to a right-of-way in favour of Bushplane and the Owner, their tenants, agents, employees and contractors over that portion of the Subleased**

premises as required for ingress and egress to and from the remainder of Bushplane's lands described above and the St. Mary's River.

2. Term - The term of this Lease (the "Term") is twenty (20) years to be computed from the first (1st) day of September, 2010, (the "Date of Commencement") to and including the 31st day of August, 2030, subject to earlier termination as hereinafter provided.
3. Termination Options -
 - (a) In the event that either the Owner or the Bushplane bona fide requires the Subleased premises for redevelopment (and possession is required for such redevelopment) or for the purpose of the sale of the Subleased premises, Bushplane shall have the right to terminate this Sublease upon not less than One Hundred Twenty (120) days prior written notice to the City of its intention to exercise this right. On the termination date specified in such notice (the "Termination Date"), the City shall deliver up possession of the Subleased premises, all Rent and Additional Rent shall be apportioned and paid to the Termination Date and this Sublease will be fully and completely ended as of the Termination Date.
 - (b) In the event that the lease between the Owner and the Bushplane is terminated in accordance with its terms the Owner shall undertake discussions with the City regarding continued operation of the Hub Trail on the Subleased premises.
4. "Sublease" Defined - The term "Sublease" shall mean this agreement, including all schedules and agreement herein referred to or hereinafter attached and all amendments hereinafter entered into by the parties.
5. Rent - Yielding and paying to Bushplane in Canadian dollars, without deduction, abatement or set-off, the following rents which the City covenants and agrees to pay to Bushplane; for the period from September 1, 2010 to August 31, 2030, the sum of One Hundred Dollars (\$100.00) per annum.
6. Use - The City shall use the Subleased premises solely for the purpose of a **public bike/walking trail** (the "Use"), and shall not use the Subleased premises for any other purpose without the written consent of the Owner and Bushplane.
7. Removal at End of Term - On the expiry or earlier termination of the Term, the City will peaceably surrender the Subleased Premises to Bushplane. The City will also remove its equipment and property from the Subleased premises and, if **required by Bushplane**, restore the Subleased premises to the condition in which it existed at the beginning of the Term. This obligation survives the expiration of the Term or earlier termination of this Sublease. If the City does not remove any of its equipment and property or restore the Subleased premises as required herein, Bushplane may do so and the City will pay Bushplane's removal, disposal, sale, storage and/or restoration charges. Any equipment or property not removed may, at Bushplane's option, become the property of Bushplane (and, in such event, this Section will have the effect of assigning the City's right and title in such items to Bushplane) and may be removed from the Subleased premises and sold or disposed of by Bushplane in such manner as it deems available.
8. Taxes, Rates, Utilities, etc.
 - (a) The City will pay all taxes, provincial taxes, federal taxes or otherwise local improvement rates, duties, assessments, fees, charges of any nature whatsoever including but not limited to light, electricity and other public and private utility and services charges (the meters and accounts for which shall be in the City's name) and other bills and expenses payable on, or incident to the use, occupation, operation or maintenance of the Subleased premises or hereinafter imposed or required to be collected in respect to the Subleased premises and the personal property located thereon, such sums being payable as Additional Rent hereunder and recoverable from



the Use (hereinafter collectively referred to as the "Filling"). Any materials or supplies brought on to the Subleased premises by the City for purposes of completing the said Filling which have not been utilized or which remain in excess on the Subleased premises as at the time of completion of the said Filling, shall be removed at that time by the City at its sole cost and expense. Otherwise, no soils or other materials shall be removed from the Subleased premises at the time of the aforesaid completion or at any time during the said Term.

13. Permits and Laws

- (a) The City will obtain and keep in force at all times any licences, permits, approvals or insurance as may be required to carry on the Use, and will pay all business and other taxes, rates, duties, assessments, licence, permit and inspection fees. The City covenants and agrees to provide Bushplane with copies of all required permits forthwith upon demand.
- (b) The City will use the Subleased premises in a safe manner in conformity with all federal, provincial and municipal statutes, laws, by-laws, ordinances, regulations or orders, and the requirements of any insurance underwriters and any applicable legislation or directives of Bushplane and undertake any repairs or improvements required to comply with the foregoing.
- (c) The City shall not do or suffer any waste or damage, disfiguration or injury to the Subleased premises, and shall not use or permit to be used any part of the Subleased premises for any illegal or unlawful purpose or any dangerous, noxious or offensive use, and shall not cause or permit any nuisance in, at or on the Subleased premises.
- (d) This Lease shall be interpreted according to the laws of the province of Ontario.
- (e) The City, at its expense, shall remove any lien or encumbrance placed on the Subleased premises immediately upon being made aware of same.

14. Environmental Provisions

- (a) Without limiting any other obligation of the City in this Sublease, the City covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with, and cause its employees and representatives to observe and comply with, all Environmental Laws governing the use of the Subleased premises. Without limiting the generality of the foregoing:
 - (i) where, during the Term, the City has, through its use of the Subleased premises, caused or permitted a release of a Hazardous Substance at, from or to the Subleased premises, the City shall immediately clean up such Hazardous Substance from the Subleased premises, and any affected areas, at the City's expense; and
 - (ii) on the expiry or earlier termination of this Sublease for any reason, the City shall remove, at its expense, any Hazardous Substance which, through the City's use of the Subleased premises, it has brought to or created at the Subleased premises.
- (b) The City agrees to indemnify and save harmless Bushplane against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs, and expenses whatsoever (including, without limitation, reasonable costs of professional advisors, consultants and

experts in respect of any investigation and all costs all remediation and other clean-up costs and expenses) arising whatsoever out of:

- (i) any noncompliance by the City, its employees or representatives, with any Environmental Laws;
 - (ii) any breach by the City of the provisions of this Section and any generating, manufacture, refinement, treatment, transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the City, its employees or representatives; and
 - (iii) any illness, injury or death of persons, or any loss or damage to property, on or about the Subleased premises.
- (c) The covenants and agreements of, and indemnification by, the City contained in this Section shall survive the expiration or earlier termination of this Sublease notwithstanding anything herein contained to the contrary.
- (d) For the purpose of this Sublease:
- (i) "Environmental Laws" means any law, by-law, order, ordinance, ruling, regulation, certificate, approval, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction: (i) relating to pollution or the protection of human health or the environment (including workplace health and safety); (ii) dealing with filings, registrations, emissions, discharges, spills, releases or threatened releases of Hazardous Substances or materials containing Hazardous Substances; and/or (iii) regulating the importation, storage, distribution, labeling, sale, use, handling, transport or disposal of a Hazardous Substance; and
 - (ii) "Hazardous Substance" means any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste, and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any Environmental Law.

15. Defaults

- (a) If any of the following shall occur:
 - (i) if any Rent, Additional Rent or other sums due hereunder are not paid within five (5) days after notice is given by Bushplane to the City of such non-payment.
 - (ii) if the City fails to observe or perform any of the covenants, provisions, conditions, and other terms herein to be observed and performed by the City, and such non-observance or non-performance continues for fifteen (15) days after notice is given by Bushplane to the City requiring that the City rectify the breach, provided that if such breach cannot be cured within the said fifteen (15) day period through no fault of the City, then the City shall not be in default if it shall have commenced curing the said breach



within the fifteen (15) day period and be proceeding diligently and continuously to the completion thereof;

- (iii) the term hereof or any goods or chattels of the City are seized or attached by or on behalf of any creditor;
- (iv) the City abandons the Subleased premises during the Term without Bushplane's consent, or the City does or permits anything causing cancellation or threat of cancellation of Bushplane's insurance on the Subleased premises;
- (v) the Subleased premises are rendered unfit for use, in the opinion of Bushplane or any governmental authority, by reason of fire, health or other casualty where such fire, health reason or other casualty was caused by the acts or omission of the City, its servants, agents, employees, or representatives;
- (vi) the City fails to comply with any federal, provincial or municipal statutes, laws, bylaws, ordinances, regulations or orders including the requirements of any insurance underwriters applicable to the Subleased premises;

then, and in every such case, Bushplane may, in addition to any other rights or remedies it may have under other provisions of this Sublease or by law, at its option exercise all or any of the following remedies:

- (I) Bushplane may perform any obligation which the City should have performed or cause the same to be performed, and for such purpose may enter upon the Subleased premises and do such things thereon as Bushplane considers requisite without effecting a termination of this Sublease;
- (II) Bushplane may enter the Subleased premises and distrain upon the good and chattels of the City, or may remove and sell the goods, chattels and equipment of the City without any notice or form of legal process, any rule of law to the contrary notwithstanding.
- (III) Bushplane may remove the goods, chattels, equipment and fixtures of the City from the Subleased premises and store them in a public warehouse or elsewhere at the cost of and for the account of the City;
- (IV) Bushplane may terminate this Sublease by commencing an action for possession or for termination of the Sublease or by notice to the City;
- (V) Bushplane shall be entitled to damages from the City for breach of this Sublease.

16. Insurance

(a) The City will obtain, keep in force and provide Bushplane with evidence of the following insurance:

- (i) Comprehensive General Liability Policy for loss or damages resulting from bodily injury, including death at any time resulting therefrom, and for the loss of or destruction to property, including the loss of use thereof, with a minimum inclusive limit of \$5,000,000 regardless of the number of claims arising from any one occurrence. Such General Liability Policy shall be extended to cover products and completed operations and Subleased premises arising out of the operations of the City and pertaining to the City's



business whether conducted at or away from the Subleased premises;

- (ii) "All Risks" Property Damage Policy covering liability assumed by the City under the Lease for damage to equipment owned by Bushplane against loss by all risks including fire, smoke, explosion, water escape, vandalism and impact by vehicles regardless of ownership or who is operating the vehicle, such insurance to be for replacement cost which will be provided to Bushplane on an annual basis. Such Policy will contain a loss payable clause in favour of Bushplane and the City jointly.
- (b) The City shall supply certificates of insurance to Bushplane and the Owner evidencing the above coverages, within thirty (30) days of execution of the Sublease, and in any event prior to taking possession of the Subleased premises, and proof of annual renewals thereafter, or at any time when requested by Bushplane or the Owner. The City acknowledges and agrees it will not be able to take possession of the Subleased premises, for any reason whatsoever, unless such certificates of the required insurance policies are provided to and received by Bushplane and the Owner.
- (c) All liability insurance policies shall name Bushplane and the Owner as additional insureds.
- (d) All insurance policies shall be suitably enforced to the effect that Bushplane and the Owner must be given thirty (30) days' prior written notice by the insurers in the event of material change or cancellation.
- 17. Quiet Enjoyment - Subject to the provisions of this Sublease, Bushplane covenants with the City for quiet enjoyment.
- 18. City Not Agent of Bushplane - The City is a municipal corporation and neither it nor its employees shall be deemed to be nor represent themselves as employees, agents or representatives of Bushplane for any purpose under this Sublease nor undertake any obligation in the name of Bushplane.
- 19. Damage, etc. - The City will immediately advise the Owner and Bushplane of any damage or unsafe condition existing on or relating to the Subleased premises. The City shall be responsible and liable for all and any kind of damages suffered by the Subleased premises and its equipment however caused, with or without the negligence, fault, or participation on the part of City, its employees, agents or representatives, including but not limited to any environmental costs or damages.
- 20. Indemnify:
 - (a) Bushplane, Humphrey Aircraft Services and the Owner (including those for whom any one or more of them may be legally responsible), herein the "Indemnified Parties", shall not be responsible in any way for and all the City will fully indemnify and hold the Indemnified Parties, harmless with respect to any and all claims, loss or liability arising out of or in any way connected with the management, operation condition, maintenance, possession or use of the Subleased premises by the City or the public, including but not limited to, injury to or death of person or damage to property arising as a result of any act or omission of the City, its servants, agents, employees, representatives or caused by the City's use and occupation thereof, it being expressly recognized that the City is carrying on business for its own account. For greater certainty the indemnity provided in this clause 20(a) applies to claims or loss arising on the Subleased premises.
 - (b) The City shall be responsible for repairing and replacing damage to walkway, improvements, fixtures and any equipment, irrespective of the

cause of such damage, save and except reasonable wear and tear unless the damage is caused by the Bushplane's use of the Subleased premises;

- (c) Bushplane and the Owner shall not be liable for any damage to or loss of the City's property by reason of theft, fire, water, power failure, accident or any other cause whatsoever whether similar to dissimilar to the foregoing.
21. Overholding - In the event that the Term shall expire without extension and the City shall continue to occupy the Subleased premises after the expiration of the Term without any further written agreement and without written objection by Bushplane on the first day of such overholding term, the City shall be a City upon and subject to the provisions and conditions herein contained including Rent in an amount equal to the amount payable with respect to the last month immediately preceding the expiration of the Term together with Additional Rent and any other charges payable by the City hereunder, but except as to the length of tenancy. Notwithstanding anything to the contrary contained in this Sublease, including, without limitation, the terms of any early termination rights, such overholding tenancy shall be terminable by Bushplane upon not less than thirty (30) days written notice.
22. Interpretation- All covenants, terms, agreements, provisos and conditions hereinbefore contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Words imparting either gender of firms or corporations shall include persons of the other gender or firms or corporations, as applicable.
23. Notices - All notices hereunder shall be in writing and may be given to the City by personal service to the address on the first page of this Sublease to the attention of the Legal Department and to Bushplane at the address on the first page of this Sublease or to either the City or Bushplane by letter or facsimile or electronic mail, and, in such cases, shall be deemed given and received (unless postal or facsimile or electronic mail service is suspended) on the fifth business day after the letter is deposited in the mail or the facsimile is transmitted or postage or charges prepaid, and addressed to the party for whom intended at such party's address herein specified or at such other address as may be substituted therefore by proper notice.
24. No Waiver - No acceptance of rent subsequent to any breach or default, nor any condoning, excusing or overlooking by Bushplane on previous occasions of breaches or default or other rights which Bushplane has exercised, shall be taken to operate as a waiver of any of the covenants, terms, agreements, provisos or conditions herein contained or in any way defeat or affect the rights of Bushplane.
25. Severability of Covenants - Any covenant, term, agreement, proviso or condition of the Sublease which may in any way contravene the applicable laws, rules or regulations of any jurisdiction in which the Subleased premises are located shall be deemed severable and of no force or effect and shall not affect the validity of any other covenant, term, agreement, proviso or condition of the Sublease.
26. Entire Agreement - The parties agree that there are no conditions, representation or warranties expressed or implied in respect of the subject matter herein other than those contained in the Sublease or in any other written agreement executed and in force between the parties.
27. Registration - The City agrees not to register this Sublease or any notice thereof, in any Registry or Land Titles office.
28. Further Assurances - The parties agree to do or cause to be done, from time to time, all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as may be necessary or desirable to carry out the provisions and intention of this Lease.

29. Acceptance - The parties accept the Sublease and the covenants, terms, agreements, provisos and conditions stated herein or hereinafter set forth.

30. Security

- (a) Security guards contracted by the Corporation of the City of Sault Ste. Marie shall be assigned to patrol and inspect the Sault Ste. Marie waterfront facilities, including the area that is subject to this Sublease.
- (b) The Security detail will vary from foot patrols to drive by service, depending on the time of year. During periods of drive by services, the security guard(s) will perform a visual check of the Subleased area. The security provided to the Subleased premises will be consistent with the security inspection provided in other areas of the waterfront portion of the walkway. The City or its security guards will lock and unlock the access gates to the Subleased premises during times when foot patrol has been discontinued.
- (c) A daily security report will be submitted to the City, and will be available to the Bushplane upon request for any security issues relating the Subleased premises.

31. Closing of Trail for Specific CBHC Events/Operations

- (a) The Bushplane may temporarily close and lock the gates on the Subleased premises to temporarily restrict public thoroughfare for only the following purposes:
 - (i) To ensure safe landing, take off and movement of aircraft and other equipment; or
 - (ii) For Bushplane events to which public patrons are required to pay a fee for entrance and participation of such events (i.e. Bushplane Days);
 - (iii) at such times when the City does not provide security patrols for the Subleased premises.
- (b) During all other times, including weddings or other similar events, the trail on the leased area shall remain open.
- (c) For times when the trail has been cordoned off by the Bushplane for the above mentioned reasons, the Bushplane shall assume all clean up maintenance and liability associated with the attendees at those events except in the case of negligence on the part of the City.
- (d) The City will provide Bushplane with keys to the access gates for the above purposes.

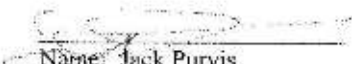
32. Signage

- (a) All signage to be installed by the City for the purposes of trail use, etiquette, and safety shall be reviewed by the Bushplane prior to installation.

The Owner consents to this Sub Lease.

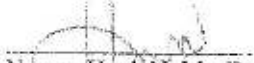
1022291 ONTARIO INC.

Per:

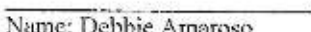

Name: Jack Purvis
Title: President

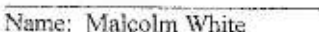
**THE ONTARIO BUSHPLANE
HERITAGE AND FOREST FIRE
AND EDUCATION CENTRE**

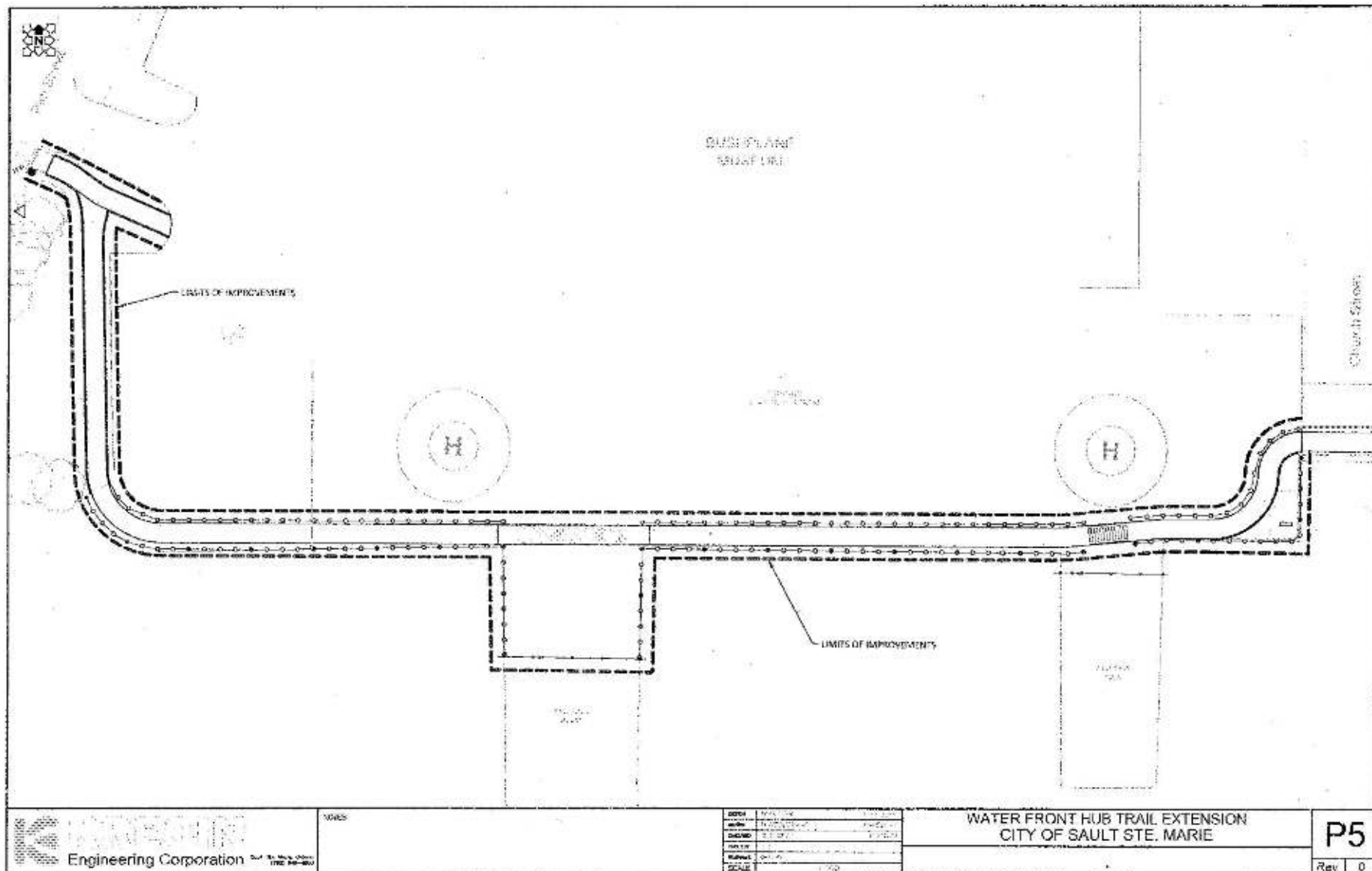
Per:


Name: Hugh N. MacDonald
Title: President

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**


Name: Debbie Amaro
Title: Mayor


Name: Malcolm White
Title: City Clerk



10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-141

AGREEMENT: (L.5.2.) A by-law to authorize the execution of an agreement between the City and Northern Ontario Heritage Fund Corporation and the execution of a Promissory Note for the financial assistance for the City's Eligible Project Costs for the West End Community Centre.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" dated the 18th day of July, 2011 and made between the City and Northern Ontario Heritage Fund Corporation and the execution of a Promissory Note for the financial assistance for the City's Eligible Project Costs for the West End Community Centre.

2. **SCHEDULE "A"**

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

3. **SCHEDULE "B"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of July, 2011.

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

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

LOAN AND CONDITIONAL CONTRIBUTION AGREEMENT

This Loan and Conditional Contribution Agreement is made as of July 18, 2011

Between:

THE CITY OF SAULT STE. MARIE,
a municipal corporation existing under the laws of the Province of Ontario
(the "Recipient")

- and -

NORTHERN ONTARIO HERITAGE FUND CORPORATION,
a corporation existing under the laws of the Province of Ontario
("NOHFC")

Whereas:

- (a) NOHFC has among its objects the promotion and stimulation of economic initiatives in northern Ontario;
- (b) The Recipient has applied to NOHFC for financial assistance to assist the Recipient in carrying out the Project as defined in this Agreement; and
- (c) NOHFC is willing to provide up to \$1,500,000 of financial assistance for the Recipient's Eligible Project Costs, such assistance to take the form of a conditional contribution of up to \$750,000 and a non-revolving term loan of up to \$750,000, all subject to the terms and conditions set forth herein.

Now therefore for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. FINANCIAL ASSISTANCE

- 1.1 Financial Assistance.** Subject to the terms and conditions of this Agreement, NOHFC agrees to provide financial assistance to the Recipient in an aggregate amount not to exceed \$1,500,000 (the "**Financial Assistance**") by way of (a) a non-revolving term loan in an aggregate principal amount of up to \$750,000 (the "**Loan**") and (b) a conditional contribution of up to \$750,000 (the "**Conditional Contribution**"), all on the terms and conditions set forth below.
- 1.2 Advances of Financial Assistance.** Subject to the terms and conditions of this Agreement, NOHFC shall make disbursements of Financial Assistance (each, an "**Advance**") to the Recipient in such amounts as Recipient may request, from time to time, provided that:

- (i) the Recipient shall have delivered to NOHFC a completed and duly executed Request for Advance, in the form set out in Schedule "H" hereto, no later than 11:00 a.m. E.S.T. on the 10th Business Day prior to the requested date of the Advance;
- (ii) the Recipient shall have satisfied all of the conditions precedent contained in this Agreement for each Advance;
- (iii) NOHFC shall have no obligation to make any Advance after May 31, 2012 (the "**Commitment Termination Date**");
- (iv) NOHFC shall have no obligation to make any Advance which, either individually or in aggregate with any prior Advances made hereunder, would exceed the Maximum Available Funds Amount; and
- (v) at NOHFC's option, Advances may be made jointly to the Recipient and the Recipient's suppliers.

Notwithstanding anything to the contrary in this Agreement, NOHFC shall have no obligation to make any Advance on the date requested by the Recipient in a Request for Advance if it determines, in its sole discretion, that it requires additional time to process the requested Advance payment and/or to determine whether Recipient has satisfied all of the conditions precedent contained in this Agreement for such Advance. Where NOHFC makes such a determination to delay payment of an Advance beyond the date requested by the Recipient, it shall so notify the Recipient and may pay the requested Advance on such later date as NOHFC may determine, in its sole discretion, acting reasonably.

1.3 Allocation of Financial Assistance Advances between Loan and Conditional Contribution. Except with NOHFC's prior written consent, (i) 50% of each Advance (the "**Loan Percentage**") made by NOHFC hereunder is, and shall be treated for all purposes under the Loan and Conditional Contribution Documents and Applicable Law as, a Loan advance and (ii) the remaining 50% of each Advance (the "**Contribution Percentage**") is, and shall be treated for all purposes under the Loan and Conditional Contribution Documents and Applicable Law as, a Conditional Contribution disbursement.

1.4 Limits on Financial Assistance.

(a) **Reduction for Excess Public Financing.** To ensure that there is no duplication of public sector funding for the Project, in the event that the Recipient receives funds for the Project from public sector sources in excess of the public sector funding amounts, if any, set forth in the Project Budget (such excess funds, the "**Excess Public Funding Amount**"), the Recipient shall promptly notify NOHFC thereof and NOHFC may, in its sole discretion and whether it has received notification from the Recipient or not, permanently reduce the Maximum Financial Assistance Amount by all or any part of the Excess Public Funding Amount, thereby reducing the amount of Financial Assistance available to the Recipient hereunder.

(b) **Reduction where Budgeted Costs exceed Actual Costs.** To ensure that the amount of Financial Assistance provided hereunder does not exceed what is actually required to complete the Project, in the event that the estimated Eligible Project Costs

set out in the Project Budget exceed the amount of Actual Eligible Project Costs upon completion of the Project (such excess, the "**Excess Funds Amount**") NOHFC may, in its sole discretion, permanently reduce the Maximum Financial Assistance Amount by all or any part of the product of (i) the Project Percentage multiplied by (ii) Excess Funds Amount thereby reducing the amount of Financial Assistance available to the Recipient hereunder.

1.5 Use of Proceeds. All proceeds of the Financial Assistance shall be used by Recipient solely to pay Eligible Project Costs for the Project.

1.6 Definitions. Additional capitalized terms used but not otherwise defined herein have the meanings set out in Schedule "A" hereto.

2. LOAN PROVISIONS

2.1 Loan Advances. Loan advances shall be made only as an allocated portion of an Advance as contemplated by Section 1.3 above. The Loan is non-revolving in nature and no principal amount repaid on the Loan may be reborrowed.

2.2 Interest. Interest on the outstanding principal balance of the Loan and on any overdue interest outstanding from time to time, will be payable at the rate of **3.25%** per annum (the "**Interest Rate**") calculated and compounded monthly, not in advance, until repayment in full. Interest shall be due and payable monthly on the first day of each and every month of each and every year during the term of the Loan, with interest at the rate provided herein both before and after maturity, default, demand and judgment.

2.3 Repayment. The Loan shall be interest-free for 24 months following the earlier of (i) the month in which the Commitment Termination Date occurs and (ii) the month in which the Loan is fully drawn down. Thereafter, blended payments of principal and interest in the amount of **\$8,882.60** per month shall be due and payable on the first day of each and every month, starting on the Blended Payment Commencement Date, to and including the Maturity Date. Any remaining unpaid principal balance of the Loan and any accrued and unpaid interest shall be due and payable in full on the Maturity Date. The monthly blended payments are based on a 96-month amortization of the principal amount of the Loan commencing on the first day of the month preceding the Blended Payment Commencement Date. All payments will be made without any withholding or deduction, or will be increased so as to make whole such payments owing to NOHFC hereunder. The "**Blended Payment Commencement Date**" is the first day of the 26th month following the earlier of (i) the month in which the Commitment Termination Date occurs and (ii) the month in which the Loan is fully drawn down.

2.4 Prepayments. The Recipient may prepay in whole at any time or in part from time to time, without penalty, the principal balance of the Loan, together with any accrued and unpaid interest, upon at least five (5) Business Days' notice. Prepayments of Loan principal will be credited against Loan principal payable hereunder in inverse order of maturity.

2.5 Mandatory Repayment of Excess Loan Amount. Notwithstanding anything to the contrary in this Agreement, if on any date of determination the outstanding principal balance of the Loan exceeds an amount equal to "A" multiplied by "B", where

A – is the Maximum Available Funds Amount on such date of determination; and

B – is the Loan Percentage

(such excess, the "Excess Loan Amount"), then NOHFC, at its option, may demand repayment of all or any part of the outstanding Excess Loan Amount together with any accrued and unpaid interest thereon, and the amount so demanded shall be immediately due and payable by the Recipient. Any mandatory repayment made by the Recipient hereunder shall be applied firstly to reduce any interest owing to NOHFC in respect of the Excess Loan Amount and the balance will be applied in reduction of the unpaid portion of the principal amount of the Loan. Prepayments of Loan principal will be credited against Loan principal payable hereunder in inverse order of maturity.

2.6 Application of Loan Payments. All Loan payments made by the Recipient will be applied firstly in payment of interest owing to NOHFC, and the balance will be applied in reduction of the unpaid portion of the principal amount of the Loan.

2.7 Place and Manner of Payment. Payments of principal and interest will be made by the Recipient to NOHFC by way of certified cheque or pre-authorized electronic payment before 2:00 p.m. on the applicable due date at the address noted herein or in such other manner and at such other place and time as otherwise specified in writing by NOHFC. Notwithstanding anything to the contrary in this Agreement, each payment to be made by the Recipient to NOHFC hereunder shall be made on a Business Day, and if the date upon which a payment due and payable hereunder is not a Business Day, such payment shall be due and payable on the next Business Day.

3. CONDITIONAL CONTRIBUTION PROVISIONS

3.1 Conditional Contribution Disbursements. Conditional Contribution disbursements shall be made only as an allocated portion of an Advance, as contemplated by Section 1.3 above.

3.2 Acquisitions and Value for Money. If the Recipient acquires any assets or services with the proceeds of any Conditional Contribution disbursement (or in respect of which the purchase price was reimbursed) it shall do so through a process that promotes the best value for money.

3.3 Disposal of Assets. Except with NOHFC's prior written consent, the Recipient shall not, sell, lease or otherwise dispose of any assets purchased (or in respect of which the purchase price was reimbursed), in whole or part, with proceeds of any Conditional Contribution disbursement, until the later of (i) the Final Loan Repayment Date and (ii) the third anniversary of the Project Completion Date provided that notwithstanding the foregoing, the Recipient may sell, lease or dispose of Project assets having an aggregate purchase cost not in excess of \$10,000.00 to the extent such sale, lease or disposal is not otherwise prohibited pursuant to the terms and conditions of this Agreement.

3.4 Repayment of Conditional Contribution upon Default. At any time after an Event of Default has occurred and is continuing, NOHFC may demand repayment of all or any part of the outstanding Conditional Contribution Amount and the amount so demanded shall be immediately due and payable by the Recipient together with interest thereon

payable at the Interest Rate, calculated and compounded monthly, not in advance, from the date of demand until repayment in full.

- 3.5 Mandatory Repayment of Excess Contribution Amount.** Notwithstanding anything to the contrary in this Agreement, if on any date of determination the outstanding Conditional Contribution Amount exceeds an amount equal to "A" multiplied by "B", where

A -- is the Maximum Available Funds Amount on such date of determination; and

B -- is the Contribution Percentage

(such excess, the "**Excess Contribution Amount**"), then NOHFC may, at its option, demand repayment of all or any part of the outstanding Excess Contribution Amount and the amount so demanded shall be immediately due and payable by the Recipient together with interest thereon payable at the Interest Rate, calculated and compounded monthly, not in advance, from the date of such demand until repayment in full.

4. SECURITY PROVISIONS

Security. The Loan is to be evidenced by a term loan promissory note (the "**Note**"), and shall be unsecured.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 Representations and Warranties.** As an inducement to NOHFC to provide the Financial Assistance, the Recipient makes the representations and warranties set out on Schedule "E" hereto. Such representations and warranties shall not merge on the completion of the transactions contemplated by this Agreement, shall survive execution of the Loan and Conditional Contribution Documents and shall continue in full force and effect so long as this Agreement is in force and effect.

- 5.2 Covenants.** During the period ending on the later of the Final Loan Repayment Date and the Project Completion Date, the Recipient agrees to perform all of the covenants set out in Schedule "F" hereto and any other covenants applicable to the Recipient in any of the Loan and Conditional Contribution Documents.

6. PRE-CONDITIONS FOR THE ADVANCE OF THE FINANCIAL ASSISTANCE

- 6.1 Conditions Precedent.** The obligation of NOHFC to make the first Advance is subject to the fulfilment of the following conditions precedent to NOHFC's satisfaction on or before the date of such Advance (the "**Closing Date**"):

- (a) the Recipient will have executed and delivered the Loan and Conditional Contribution Agreement and the Note, in form and substance satisfactory to NOHFC acting reasonably;
- (b) the Recipient will have delivered to NOHFC such documentation as NOHFC reasonably requires in order to conduct a due diligence review of the Recipient,

including without limitation a copy of the municipal by-law approving this Agreement, and NOHFC will have been satisfied with such due diligence review;

- (c) the representations and warranties set forth in Schedule "E" hereto will be true and correct in all material respects on the Closing Date;
- (d) the Recipient will have delivered to NOHFC a certificate of insurance confirming that the Recipient is in compliance with the insurance requirements contained in Section 1.9 of Schedule "F" including, without limitation, the designation of NOHFC as additional insured and loss payee thereunder;
- (e) if requested by NOHFC, the Recipient will have delivered to NOHFC evidence satisfactory to NOHFC in respect of the Project including, without limitation, copies of approved building plans, quotes for building/renovation costs, specifications, building contracts and a breakdown of building costs for any renovations or new buildings constructed or to be constructed as part of the Project;
- (f) NOHFC will have received evidence satisfactory to it that all other financing obtained or to be obtained by the Recipient in respect of the Project has been received including, without limitation, an Invest in Ontario capital grant of \$5,146,695 and the Recipient's own contribution of \$5,600,000;
- (g) the Recipient will have delivered to NOHFC evidence satisfactory to NOHFC that the Advance has or will be used solely for the purpose described in Section 1.5 hereof;
- (h) the Recipient will have delivered to NOHFC evidence satisfactory to NOHFC of holdbacks from each and every Advance of 10% of lienable costs for the periods provided by the *Construction Lien Act* (Ontario), failing which NOHFC shall be entitled to deduct and administer such holdbacks;
- (i) no circumstance or event will have occurred which has or could reasonably be expected to have a Material Adverse Effect; and
- (j) NOHFC will have received and be satisfied with such other documents or evidence relating to all matters as may be reasonably required by NOHFC.

6.2 Multiple Advances. The obligation of NOHFC to make each subsequent Advance is subject to the fulfillment of the following conditions precedent to NOHFC's satisfaction on or before the date of each applicable advance:

- (a) the representations and warranties set forth in Schedule "E" hereto will be true and correct in all material respects on such date;
- (b) no circumstance or event will have occurred which has or could reasonably be expected to have a Material Adverse Effect;
- (c) the Recipient will have delivered to NOHFC evidence satisfactory to NOHFC as to the state of completion of the Project including, without limitation, a breakdown of building costs incurred to date showing, on an item by item basis, the original

budgeted amount, the cost of work completed and the amount and cost of work left to be completed;

- (d) the Recipient will have delivered to NOHFC a certificate of the general contractor or project manager attesting to the amount and estimated cost of work left to be completed and certifying that all sub-trade accounts are paid up to date;
- (e) the Recipient will have delivered to NOHFC evidence satisfactory to NOHFC of holdbacks from each and every advance of the Financial Assistance of 10% of lienable costs for the periods provided by the *Construction Lien Act* (Ontario), failing which NOHFC shall be entitled to deduct and administrate such holdbacks;
- (f) if requested, NOHFC will have had the opportunity to physically inspect the state of completion of the Project, and to update its due diligence review of the Recipient, and NOHFC will have been satisfied with such inspection and review; and
- (g) NOHFC will have received and be satisfied with such other documents or evidence relating to all matters as may be reasonably required by NOHFC.

7. REPORTING AND INSPECTION

7.1 Reporting. Until the later of (i) the Final Loan Repayment Date and (ii) the Project Completion Date, the Recipient will prepare and provide to NOHFC:

- (a) within ninety (90) days of the end of each fiscal year, financial statements for the Recipient (review engagement standard), including a balance sheet, a profit and loss statement, and statement of changes in financial position as at the end of such fiscal year, all prepared in accordance with generally accepted accounting principles, consistently applied;
- (b) the financial statements to be delivered pursuant to Sections 7.1(a) and 7.1(b) above shall be accompanied by a completed and duly executed compliance certificate of the President or Chief Financial Officer of the Recipient in substantially the form of Schedule "G" hereto;
- (c) within thirty (30) days of completion of the Project, a detailed Final Project Report, substantially in the form set out in Schedule "I", which report shall be duly executed by the Recipient;
- (d) if the Project Completion Date has not then occurred, within ninety (90) days of the end of each fiscal year of the Recipient, a detailed Annual Project Report, substantially in the form set out in Schedule "I", which report shall be duly executed by the Recipient; and
- (e) such other information, accounts, data and projections as NOHFC may reasonably request from time to time.

7.2 Rights of Inspection, Inquiry and Audit. The Recipient will permit persons designated by NOHFC to visit and inspect the Recipient's premises, to examine its books and

financial records, including the records referred to in Section 7.3 below, to discuss its affairs, finances and accounts all at such reasonable times as may be requested by NOHFC and/or to review the progress of the Project and the Recipient's expenditure of the proceeds of any Financial Assistance. NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may inspect and copy any such records and documents and conduct an audit or investigation of the Recipient in respect of the expenditure of any proceeds of Financial Assistance and/or the Project.

- 7.3 Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the later of the Project Completion Date and the Final Loan Repayment Date all financial records (including invoices) relating to the Financial Assistance or otherwise to the Project in a manner consistent with generally accepted accounting principles; and all non-financial documents and records relating to the Financial Assistance or otherwise to the Project.
- 7.4 No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 7.5 Auditor General.** For greater certainty, NOHFC's rights under this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 7.6 Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any documents submitted to NOHFC in connection with a request for Financial Assistance or any reports or financial statements submitted to NOHFC hereunder and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address: (i) all Financial Assistance funds received to date; (ii) Eligible Project Costs incurred by the Recipient to date; (iii) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and (iv) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

8. DEFAULT AND ACCELERATION

- 8.1 Default.** Upon the happening of any one or more of the following events (each an "Event of Default"), namely:
- (a) if the Recipient fails (i) to make any payment of Loan principal owing hereunder when due or (ii) to repay any Conditional Contribution Amount or Excess Contribution Amount when due;
 - (b) if the Recipient fails to make any payment of interest owing hereunder when due and such failure continues five (5) days after the applicable due date;
 - (c) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;

- (d) if there is a default or breach by the Recipient of any of the following covenants listed on Schedule "F" hereto: Sections 1.5, 1.9, 1.13, or 1.14;
- (e) if there is a default or breach by the Recipient of any term, covenant (other than those listed in subparagraph (d) above) or condition which is contained in this Agreement or any of the other Loan and Conditional Contribution Documents, which default is not cured within ten (10) days after a notice thereof is delivered by NOHFC to the Recipient;
- (f) if the Recipient (i) is dissolved, liquidated or wound up or makes a proposal in writing to be dissolved; (ii) admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes a proceeding seeking a judgment of bankruptcy or a receiving order or an order adjudicating or declaring it to be bankrupt or insolvent or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debt under any law including the *Companies Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*; (v) has a resolution passed for its winding-up, official management or liquidation; (vi) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, receiver-manager, trustee or similar official for it or for all or substantially all its assets; (vii) has a secured party take possession of a substantial or material portion of its assets or has a distress, execution, attachment, sequestration or other legal process levied or enforced on or against a substantial or material part of its assets; (viii) ceases to carry on business; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts or events;
- (g) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors, including, without limitation, any of the proceedings or petitions described in subparagraph (f) above are instituted against the Recipient and are consented to by the Recipient or, if contested by the Recipient are not dismissed within thirty (30) days;
- (h) if, in the reasonable opinion of NOHFC, an event occurs which has or could reasonably be expected to have a Material Adverse Effect;
- (i) if the Recipient fails to pay the principal of or interest on any outstanding indebtedness for borrowed money in excess of \$50,000 when such payment is due and such failure continues after the applicable grace period, if any, or any other event occurs which accelerates or permits the acceleration of any such indebtedness, or any such indebtedness shall be declared to be due and payable prior to its stated maturity; or
- (j) if a final judgment or decree for the payment of money due is obtained or entered against the Recipient, except in respect of a judgment which (i) was the subject of a bona fide dispute, (ii) is not material to the financial condition, business or operations of the Recipient (and without restricting the generality of the foregoing, a judgment of \$25,000 or more shall be deemed to be material), and (iii) is paid in full within thirty (30) days after judgment;

then NOHFC will have no obligation to make any further Advances and all outstanding principal and interest then accrued and unpaid on the Loan will immediately become due and payable and, in addition to its rights under Section 3.4, NOHFC may demand payment of all such obligations and it may enforce its rights and remedies under this Agreement or as otherwise provided by law, at any time while an Event of Default is continuing.

- 8.2 Appropriation of Monies.** At any time after an Event of Default has occurred and is continuing, NOHFC may from time to time appropriate any monies received from or owing to the Recipient in its discretion as it may see fit and the Recipient may not require any different appropriation. The taking of a judgment or any other action or dealing whatsoever by NOHFC in respect of this Agreement shall not operate as a merger of any of the Recipient's obligations or in any way affect or prejudice the rights, remedies and powers which NOHFC may have, and the foreclosure, surrender, cancellation or any other dealing with any security or the Recipient's obligations shall not release or affect the liability of the Recipient in respect of the remaining portion of the Recipient's obligations.
- 8.3 Remedies Cumulative.** All of the rights and remedies granted to NOHFC in this Agreement and the other Loan and Conditional Contribution Documents, and any other rights and remedies available to NOHFC at law or in equity, shall be cumulative and may be pursued by NOHFC separately, successively, or concurrently at the sole discretion of NOHFC. The exercise or failure to exercise any of the said remedies shall not constitute a waiver or release thereof or of any other right or remedy, and shall be non-exclusive.
- 8.4 Costs of Collection.** All costs of collection of amounts owing hereunder, including expenses incurred by NOHFC to enforce its rights and remedies under this Agreement or as otherwise provided by law, shall be for the account of the Recipient and shall be added to the principal amount of the Loan.

9. INDEMNIFICATION

- 9.1 General Indemnity.** The Recipient agrees to indemnify and hold harmless NOHFC and each of its officers, directors, employees, advisors, agents and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including without limitation, fees and disbursements of counsel), of any kind or nature whatsoever that may be incurred or sustained by, or asserted or awarded against, any Indemnified Party ("**Claim or Loss**") in each case arising out of or in connection with:
- (a) any use made or proposed to be made with the proceeds of any Advance;
 - (b) any breach by the Recipient of the representations, warranties or covenants in this Agreement or any other Loan and Conditional Contribution Document; and
 - (c) the failure of the Recipient to make a payment in the manner and at the time specified in this Agreement.
- 9.2 Environmental Indemnity.** The Recipient agrees to indemnify and hold harmless each of the Indemnified Parties from and against any and all Claims and Losses which at any time or from time to time may be paid, incurred or asserted by or against any of them for,

106.

with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property or into or up on any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Substance; and the provision of and undertaking and indemnification set out in this Section shall survive the payment and satisfaction of the Loan and all other obligations of the Recipient to NOHFC under this Agreement or the other Loan and Conditional Contribution Documents.

10. GENERAL PROVISIONS

10.1 Further Assurances. During the period that the Loan or any other Obligations remains outstanding, the Recipient will, from time to time, do, execute and deliver or cause to be done, executed and delivered all acts, documents and instruments as may be reasonably required by NOHFC for the purpose of carrying out this Agreement.

10.2 Credit Information. The Recipient consents to NOHFC at any time and from time to time obtaining from any credit reporting agency or other source such financial and other credit information regarding the Recipient as NOHFC may deem appropriate, and the Recipient further consents to the disclosure by NOHFC of any such information to any such credit reporting agency or any other Person with whom the Recipient has or proposes to have a financial relationship.

10.3 Time Periods. Time shall be of the essence of this Agreement.

10.4 Notices. Any demand, notice, direction or other communication to be made or given hereunder (in each case, "**Communication**") must be in writing and made or given by personal delivery, courier, facsimile transmission, or registered mail, charges prepaid, addressed to the respective parties as follows:

(a) in the case of NOHFC:

Deloitte & Touche, LLP
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Attention: Associate Partner, Financial Advisory
Fax: (416) 601-6690

With a copy to:

Northern Ontario Heritage Fund Corporation
Suite 200, Roberta Bondar Place,
70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8
Attention: Executive Director
Fax: (705) 945-6701

(b) in the case of the Recipient:

City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Attention: Nicholas J. Apostle
 Commissioner of Community Services
 Fax: 705-759-6605

or to such other address or facsimile number as any party may from time to time designate in accordance with this Section. Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first Business Day thereafter. Any Communication made or given by facsimile on a Business Day before 4:00 p.m. shall be conclusively deemed to have been given and received on such Business Day and otherwise shall be conclusively deemed to have been given and received on the first Business Day following the transmittal thereof. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if, at the time of mailing or within five Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this Section.

- 10.5 **Assignment.** The Recipient may not assign this Agreement or any of the benefits or obligations hereunder to any Person, without the prior written consent of NOHFC. NOHFC will have the right at any time to assign this Agreement and any of its rights and obligations hereunder to any Person.
- 10.6 **Amendments.** This Agreement may not be amended or otherwise modified except by an instrument in writing executed by all the parties hereto.
- 10.7 **Waiver.** The failure or delay by NOHFC in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement by the Recipient, and any course of action on the part of NOHFC, shall not operate as a waiver of any rights of NOHFC unless made in writing by NOHFC. Any waiver by NOHFC shall be effective only in the specific instance and for the purpose for which it is given and shall not constitute a waiver of any other rights and remedies of NOHFC with respect to any other or future non-compliance.
- 10.8 **Expenses.** Each of the Recipient and NOHFC will be responsible for their own respective legal and other out-of-pocket expenses incurred for the preparation, execution and delivery of this Agreement and the other Loan and Conditional Contribution Documents, and for any amendments, waivers, discharges and similar matters which may be required during the period that the Loan is outstanding.
- 10.9 **Agent.** The parties agree that Deloitte & Touche, LLP or any successor appointed by NOHFC (the "Agent") may act as agent for NOHFC for the purpose of determining compliance with conditions precedent for making Advances, monitoring compliance with the terms of this Agreement and assessing any proposed amendments, waivers and similar matters on behalf of NOHFC.
- 10.10 **FIPPA, etc.** Subject to compliance with the *Freedom of Information and Protection of Privacy Act* (Ontario), all information pertaining to the Financial Assistance and the Recipient's obligations under this Agreement and the other Loan and Conditional Contribution Documents is public information and may be released to third parties upon request. In addition, NOHFC may provide copies of any such information to other

governmental authorities including, in particular, the Ministry of Northern Development, Mines and Forestry.

- 10.11 Signage.** At the request of NOHFC the Recipient will, at NOHFC's expense, install and maintain a sign or plaque in a visually unobstructed location on the Property at such time and in such form as NOHFC may reasonably request in respect of NOHFC's financial support of the Project hereunder.
- 10.12 Number and Gender.** Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders.
- 10.13 Successors and Assigns.** This Agreement shall enure to the benefit of NOHFC and its successors and assigns, and shall be binding upon the Recipient and its successors and permitted assigns.
- 10.14 Severability.** Any provision of this Agreement which is illegal, prohibited or unenforceable in any jurisdiction, in whole or in part, shall not invalidate the remaining provisions hereof, and any such illegality, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 10.15 Entire Agreement.** This Agreement and the other Loan and Conditional Contribution Documents constitute the entire agreement between the Recipient and NOHFC relating to the subject matter hereof, and supersede all prior agreements, representations, warranties, understandings, conditions or collateral agreements, whether oral or written, express or implied, with respect to the subject matter hereof.
- 10.16 Governing Law.** This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- 10.17 Execution in Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the effective date set forth above.

[continued on following page]

10.18 Execution by Facsimile. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed copy of this Agreement and each party hereto undertakes to provide each other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first stated above.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

By: _____
Bruce Strapp
Executive Director

I have authority to bind the Corporation.

THE CITY OF SAULT STE. MARIE

By: _____
Debbie Amaroso
Mayor

By: _____
Malcolm White
City Clerk

We have authority to bind the City.

Schedule "A"

ADDITIONAL DEFINITIONS

1. **"Actual Eligible Project Costs"** means the total Eligible Project Costs actually incurred and paid by the Recipient for which satisfactory paid invoices or other satisfactory evidence of payment, in either case as determined by NOHFC in its sole discretion, have been delivered by the Recipient to NOHFC.
2. **"Agreement"** means this loan and conditional contribution agreement between NOHFC and the Recipient, including this Schedule and the other Schedules thereto, as the same may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time.
3. **"Applicable Laws"** means any law, statute, by-law, ordinance, decree, requirement, directive, order, judgment, license, permit, code or regulation having the force of law, and any applicable determination, interpretation, ruling, order or decree, of any governmental authority or arbitrator, which is legally binding at such time.
4. **"Business Day"** means a day other than a Saturday, Sunday or any statutory holiday in the Province of Ontario.
5. **"Closing Date"** has the meaning set out in Section 6.1.
6. **"Commitment Termination Date"** has the meaning set out in Section 1.2.
7. **"Conditional Contribution Amount"** means, as of any time of determination, a dollar amount equal to C-R where

"C" is the aggregate dollar amount of all Conditional Contribution advances made by NOHFC under this Agreement; and

"R" is the aggregate dollar amount of all principal repayments made by the Recipient to NOHFC on the outstanding balance of the Conditional Contribution,

in each case as of such time of determination.
8. **"Conflict of Interest"** includes: (a) in relation to the process of applying for Financial Assistance, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Financial Assistance.
9. **"Contribution Percentage"** has the meaning set forth in Section 1.3.
10. **"Control"** shall be deemed to exist when a Person (or Persons acting jointly or in concert) or one or more of its or their subsidiaries and other Persons controlled directly

or indirectly by that Person or Persons, beneficially own(s), directly or indirectly, more than 50% of the voting shares of any company or corporation, or more than 50% of the ownership interests, however designated, in or of any trust, partnership or other unincorporated entity or other Person, or such lesser amount that would be sufficient to enable it or them to elect a majority of the directors (or trustees or other persons performing similar functions) of that company or corporation or other entity regardless of the manner in which other voting shares or other ownership interests are voted or has or have, through the operation of any agreement or otherwise, the ability to elect or cause the election of a majority of the directors or to appoint management (or trustees or other persons performing similar functions) and determine policies of such company, corporation or other entity or Person.

11. **"Eligible Project Costs"** are costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide financial assistance under its program criteria and that are (a) incurred by the Recipient between the date Recipient's application was received by NOHFC and the Commitment Termination Date, (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project and (c) limited to the amounts and Project cost categories set out in the Project Budget.
12. **"Encumbrance"** means any mortgage, charge, pledge, security interest, lien (statutory or otherwise), title retention agreement or other encumbrance of any kind.
13. **"Environmental Laws"** means any and all Applicable Laws relating to pollution or the protection of the environment or any activity, event or circumstance in respect of a Hazardous Substance, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its release, escape, leaching, dispersal or migration into the natural environment, including the movement through or in the air, land surface or subsurface strata, surface water or groundwater.
14. **"Excess Funds Amount"** has the meaning set forth in Section 1.4(b).
15. **"Excess Contribution Amount"** has the meaning set forth in Section 3.5.
16. **"Excess Loan Amount"** has the meaning set forth in Section 2.5.
17. **"Excess Public Funding Amount"** has the meaning set forth in Section 1.4(a).
18. **"Final Loan Repayment Date"** means the later of (i) the Commitment Termination Date and (ii) the date upon which the outstanding principal amount of the Loan, and any accrued and unpaid interest thereon, has been repaid in full.
19. **"generally accepted accounting principles" or "GAAP"** means, at any time, generally accepted Canadian accounting principles then in effect.
20. **"Hazardous Substance"** means any pollutant, containment or substance that when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or a material risk to human health and without restricting the generality of the foregoing, Hazardous Substance includes any pollutant, contaminant, waste, hazardous waste or dangerous good as

defined by applicable laws for the protection of the natural environment or human health (including, without limitation, asbestos and poly-chlorinated biphenyls).

21. **"Interest Rate"** has the meaning set forth in Section 2.2.
22. **"Loan and Conditional Contribution Documents"** mean collectively this Agreement, the Note, and all other documents delivered pursuant to or in connection with any of the foregoing.
23. **"Loan Percentage"** has the meaning set forth in Section 1.3.
24. **"Material Adverse Effect"** means a material adverse effect on the business, assets, operations or financial condition of the Recipient.
25. **"Maturity Date"** means the date on which the 96th blended payment is due and payable hereunder.
26. **"Maximum Financial Assistance Amount"** means the maximum amount of Financial Assistance available to the Recipient under the Agreement as set forth in Section 1.1 less any reductions made by NOHFC, in its sole discretion, from time to time, pursuant to Section 1.4.
27. **"Maximum Available Funds Amount"** means, on any date of determination, the lesser of (a) the Maximum Financial Assistance Amount and (b) the amount equal to the Project Percentage of the aggregate amount of Actual Eligible Project Costs on such date of determination.
28. **"Northern Ontario"** means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.
29. **"Obligations"** means all present and future indebtedness, liabilities and obligations of the Recipient to NOHFC under this Agreement and the Note, whether direct or indirect, contingent or absolute, and whether in respect of the Loan, the Conditional Contribution or otherwise, in each case, with interest thereon to the extent applicable.
30. **"Project"** means the undertaking described in Schedule "B" to be completed by Recipient in accordance with the Project Budget.
31. **"Project Budget"** means the budget for the Project set out in Schedule "C".
32. **"Project Completion Date"** is the date upon which Recipient has delivered to NOHFC (a) satisfactory evidence that the Project has been completed in accordance with the terms and conditions of this Agreement; and (b) a satisfactory final Project report in substantially the form set out in Schedule "I".
33. **"Project Percentage"** means 15.4%.
34. **"Project Timelines"** means the timelines for completion of the Project and each of the Project milestones described in Schedule "B".

35. **"Person"** includes an individual, partnership, whether general, limited or undeclared, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.
36. **"Related Parties"** includes any shareholder, director, officer or employee of the Recipient or any individual related by blood, adoption or marriage to any such Person or any corporation or other Person not dealing at arms' length (as such term is defined in the *Income Tax Act* (Canada)) with any such Person.
37. **"Subordinated Debt"** means indebtedness incurred or assumed by the Recipient after the Closing Date which is subordinated to the obligation of the Recipient to pay principal and interest on the Obligations on terms satisfactory to NOHFC.

Schedule "B"

PROJECT DESCRIPTION

1. Project summary

The Recipient will complete Phase 1 of the West End Community Centre ("WECC"), which will be a state of the art indoor turf facility housing 2 indoor turf fields and associated amenities (public washrooms, 4 change rooms, 1 first aid room, 2 referees' rooms and a food and beverage concession). While Phase 1 is in progress, the Recipient will also complete Phase 2 of the Project by relocating the Korah Library to the Community Centre

2. Project purpose

To add indoor turf facilities to the Recipient's sport tourism strategy, thereby growing the recreational, business and tourism infrastructure in the Sault Ste. Marie area.

3. Project location

Sault Ste. Marie, Ontario.

4. Project timelines

The Project shall be completed no later than March 6, 2012. The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

Project milestones	Timing	
	Start (month/ year)	End (month/ year)

Schedule "C"

PROJECT BUDGET

1. Project Costs Chart

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Professional fees, Phase 1 - WECC	\$608,493		\$608,493
Professional fees incurred prior to NOHFC application date		\$620,702	620,702
Construction costs, Phase 1 - WECC	\$8,922,140		8,922,140
Construction costs, Phase 2 - library		\$1,645,360	1,645,360
Furniture, fixtures and equipment		250,000	250,000
Portable floor covering for WECC	200,000		200,000
TOTALS:	\$9,730,633	\$2,516,062	\$12,246,695

2. Project Funding Chart

<i>Funding sources</i>	<i>Financing type</i>	<i>Total funding</i>
NOHFC	Loan and conditional contribution	\$1,500,000
City of Sault Ste. Marie	Debenture	5,600,000
Invest in Ontario	Capital grant	5,146,695
	TOTAL:	\$12,246,695

Schedule "D"

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10(e)

Schedule "E"

REPRESENTATIONS AND WARRANTIES

1. **Due Incorporation and Eligibility.** The Recipient is a municipal corporation existing pursuant to the laws of the Province of Ontario. The principal operations of the Recipient are located in Northern Ontario.
2. **Power and Authority.** The Recipient has the requisite power and capacity to carry on its business, to own its property and assets and to enter into and deliver this Agreement and the Note and to carry out its obligations thereunder and hereunder.
3. **Governance and Related Matters.** The Recipient has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:
 - (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
 - (b) establish decision-making mechanisms;
 - (c) provide for the prudent and effective management of the Financial Assistance;
 - (d) establish procedures to enable the successful completion of the Project;
 - (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (f) establish procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
 - (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

The Recipient has, and shall continue to have for the period during which the Agreement is in effect, the experience and expertise necessary to carry out the Project.

4. **Absence of Conflict of Interest.** No Conflict of Interest exists.
5. **Enforceability.** This Agreement and the other Loan and Conditional Contribution Documents to which the Recipient is a party constitute valid and binding obligations of the Recipient enforceable against it in accordance with their respective terms.
6. **Authorization of Documents.** The Recipient has taken all necessary corporate action to authorize, and has duly executed and delivered this Agreement and the Note, and there are no provisions in any unanimous shareholder agreement which restrict or limit its powers to borrow money or grant security in respect of its assets as contemplated herein.

7. **Approvals and Compliance.** All orders, licences, approvals, permits, authorizations, exemptions, filings or registrations of, from or with any governmental authority that are material to the operation of the business of the Recipient have been obtained, and the Recipient has not received any notice, nor does it have any knowledge, that the Property, or the use thereof or any of its other operations are not in compliance in all material respects with all Applicable Laws, including without limitation, Environmental Laws, the non-compliance with which could reasonably be expected to have a Material Adverse Effect.
8. **Title to Assets.** The Recipient has good and marketable title to its properties and assets.
9. **Insurance.** The business of the Recipient and all its properties and assets are covered by such policies of insurance, issued by responsible insurers, as are appropriate to such business, property and assets, in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses, properties and assets.
10. **Litigation.** Except as disclosed in its most recent financial statements, there is no suit, action, litigation, arbitration proceeding or governmental proceeding in progress, pending or, to the Recipient's knowledge, threatened against the Recipient or affecting its properties or business and there is not presently outstanding against the Recipient any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, arbitrator or regulatory authority.
11. **Bankruptcy.** The Recipient has not proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken or consented to any proceeding to have itself declared bankrupt or wound-up or to have a receiver appointed over any of its property, had any encumbrancers take possession of any of its property, or had any execution or distress become enforceable or levied upon any of its property.
12. **Absence of Guarantees.** The Recipient has not given or agreed to give any guarantees and is not contingently responsible for indebtedness or other obligations of any other Persons.
13. **Absence of Conflicting Agreements; No Consents.** The Recipient is not a party to any agreement which would be contravened by, or under which any obligation would be accelerated or default or termination would occur, as a result of the consummation of any of the transactions provided for in this Agreement and the other Loan and Conditional Contribution Documents. No consents or approvals are required from any Persons in connection with the execution and delivery by and the performance of the obligations of the Recipient under this Agreement and the other Loan and Conditional Contribution Documents, other than those consents and approvals previously obtained and delivered to NOHFC.
14. **Material Agreements.** Each of the material agreements to which the Recipient is a party (including leases) is in good standing in all material respects and in full force and effect, and no breach of such agreements has occurred by the Recipient or, to its knowledge, any of the other parties to such agreements which could reasonably be expected to have a Material Adverse Effect.

15. **Tax Matters.** The Recipient is not in default in any material respect in connection with Canadian federal, provincial, municipal or local taxes, assessments or other imposts or penalties due and unpaid in respect of its income, business or property or for the payment of any tax instalment due in respect of its current taxation year. The Recipient has fulfilled all material requirements under the *Income Tax Act*, the *Canada Pension Plan Act* and the *Employment Insurance Act* for withholding of amounts from employees and has remitted all amounts withheld to the appropriate authorities within the prescribed times.
16. **Financial and Other Information.** All financial information relating to the Recipient which has been delivered to NOHFC is complete and accurate in all material respects in light of the circumstances prevailing at the time of delivery. All information provided by the Recipient to NOHFC in support of its request for Financial Assistance (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
17. **Construction Liens.** The Recipient has not received any notice of any construction liens currently outstanding in respect of the Property.
18. **Expropriation and Work Orders.** The Recipient has not received any notice that any part of the Property has been or is in the process of being condemned, taken or expropriated by any provincial, municipal or any other competent authority and no alteration, repair, improvement or other work has been ordered or directed to be done to or performed in respect of the Property by any such authority.
19. **Utility Arrears.** There is nothing owing in respect of the Property to any municipality or to any corporation or commission owning or operating a public utility for water, gas, electrical power or energy, steam or hot water or for the use thereof or for the machines, apparatus, meters or other things leased in respect thereof or for any work or service performed for any such corporation or commission in connection with such public utilities, except current charges.
20. **Environmental.** In connection with the Property, the Recipient does not have any knowledge of having caused or permitted the release of any Hazardous Substance on the Property except in compliance with all Environmental Laws. All Hazardous Substances have, to the knowledge of the Recipient, been used, disposed of, treated and stored by the Recipient in compliance with all Environmental Laws.
21. **Project Financing.** The Recipient has arranged financing for the Project with the parties and in the amounts set forth in the Project Budget attached hereto as Schedule "C".
22. **Material Adverse Event.** No event has occurred since the date of the most recent financial statements of the Recipient provided to NOHFC which could reasonably be expected to have a Material Adverse Effect.
23. **Events of Default.** No Event of Default has occurred and is continuing, nor has any event occurred which with the giving of notice, the passage of time, or both, will result in an Event of Default.

Schedule "F"**COVENANTS****1. Affirmative Covenants**

During the period ending on the later of the Final Loan Repayment Date and the Project Completion Date, the Recipient covenants and agrees as follows:

- 1.1 Payments.** The Recipient will pay all principal, interest and other amounts owing under this Agreement and the other Loan and Conditional Contribution Documents on the dates, at the times and at the place specified herein or therein.
- 1.2 Existence.** The Recipient will preserve and maintain its existence, rights, powers, licences, privileges, and goodwill, and exercise any rights of renewal or extensions of any leases, licences, or any other rights which are necessary or material to the conduct of its business.
- 1.3 Maintenance of Assets.** The Recipient will maintain and preserve the Property and all of its other material properties and assets which are used in the conduct of its business in good working order and condition, ordinary wear and tear excepted.
- 1.4 Keeping of Records.** The Recipient will keep accurate and complete books and records of account, together with all supporting documents, in accordance with generally accepted accounting principles, consistently applied.
- 1.5 Notification.** The Recipient will promptly notify NOHFC of (i) any one or more actions, suits or proceedings which might result in a liability in excess of \$25,000 against the Recipient, individually or in the aggregate; (ii) any occurrence that causes or that could reasonably be expected to cause a Material Adverse Effect; and (iii) any occurrence that is or that reasonably will result in an Event of Default.
- 1.6 Compliance with Agreements.** The Recipient will perform and satisfy all covenants and obligations to be performed by it under this Agreement, the other Loan and Conditional Contribution Documents and under any other agreement or undertaking now or hereafter made between it and NOHFC.
- 1.7 Conduct of Business; Compliance with Laws.** The business of the Recipient will be conducted in a proper and efficient manner so as to protect its property and assets, including, without limitation, the Property, and the earnings, income, rents and profits of such business, and in compliance with all Applicable Laws including, without limitation, Environmental Laws. The Recipient will perform and discharge its obligations and covenants under all material agreements to which it is a party and the Recipient will demand and take all reasonable steps to ensure the discharge and performance by the other parties to such agreements of their obligations and covenants thereunder.
- 1.8 Perform Obligations.** The Recipient will observe and perform all of its obligations and will pay and discharge all amounts payable under or by virtue of any material permit, lease, license, concession, franchise or right held by it so long as the same is of commercial value and beneficial to it.

1.9 Insurance. The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence;
- (b) insurance coverage against risk of loss or damage to property of the Recipient up to its full replacement value, including fire and extended peril insurance and boiler and machinery insurance; and
- (c) business interruption insurance in such amounts and against such risks as are satisfactory to NOHFC and as are customarily carried and insured against by owners of comparable businesses.

The Recipient's policy(ies) of insurance shall include the following:

- (i) NOHFC as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (ii) a cross-liability clause;
- (iii) contractual liability coverage;
- (iv) tenants legal liability coverage (if applicable and with applicable sub-limits);
- (v) non-owned automobile coverage with blanket contractual coverage for hired automobiles;
- (vi) employer's liability coverage (or compliance with the paragraph below entitled "Proof of WSIA coverage" if required); and
- (vii) a 30-day written notice of cancellation, termination or material change.

Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy. The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies.

1.10 Proof of WSIA coverage. If the Recipient is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to NOHFC prior to the first Advance. In addition, the Recipient shall, from time to time at the request of NOHFC, provide additional WSIA clearance certificates. The Recipient covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the period that the Agreement is in effect, under the WSIA.

- 1.11 **Insurance Proceeds.** In the event of insurable loss or damage to property or assets of the Recipient, and so long as no Event of Default has occurred and is continuing and the applicable insurance proceeds are sufficient to fully restore or replace such property or assets, then on request by the Recipient the proceeds of any claim of insurance may be released to the Recipient to be used solely for repairing and restoring the property or assets which are subject to the claim.
- 1.12 **Taxes and Other Charges.** The Recipient will file all material tax returns and pay promptly, when due (i) all taxes, assessments and governmental charges or levies lawfully imposed upon it or upon its property including, without limitation, the Property; and (ii) all claims which, if unpaid, might by law become a lien upon or deemed trust affecting its property.
- 1.13 **Use of Proceeds.** The proceeds of any Financial Assistance will be used by the Recipient exclusively for the purpose described in Section 1.5 of this Agreement.
- 1.14 **Completion of the Project.** The Recipient shall complete the Project in accordance with the project description set forth in Schedule "B", the Project Budget, the Project Timelines and Applicable Law. The Recipient shall not make any changes to the Project, the Project Timelines and/or the Project Budget without the prior written consent of the NOHFC.
- 1.15 **Project Costs.** The Recipient will promptly notify NOHFC of any material cost overrun or any proposed change orders in the Project as compared with the Project Budget. NOHFC will not be obliged to fund any such overrun of costs and may require proof of payment prior to making any further Advances.
- 1.16 **NOHFC to Perform Covenants.** If the Recipient fails to perform any material covenant on its part herein contained after reasonable written notification by NOHFC, NOHFC may, in its discretion, perform any such covenant capable of being performed by it and, if any such covenant requires the payment or expenditure of money, NOHFC may make such payment or expenditure with its own funds, or with money borrowed by or advanced to it for such purpose, but shall be under no obligation to do so, and all sums so expended or advanced shall be at once payable by the Recipient to NOHFC upon demand and shall bear interest at the Interest Rate until paid.
- 1.17 **Avoidance and Disclosure of Conflicts of Interest.** The Recipient shall carry out the Project and use all Conditional Contribution proceeds in a manner that avoids a Conflict of Interest. The Recipient shall disclose to NOHFC, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived Conflict of Interest; and shall comply with any terms and conditions that NOHFC may reasonably prescribe as a result of the disclosure.

2. Negative Covenants

During the period ending on the later of the Final Loan Repayment Date and the Project Completion Date, the Recipient covenants and agrees that, without the prior written consent of NOHFC (such consent not to be unreasonably withheld):

2.1 [intentionally deleted]

2.2 [intentionally deleted]

2.3 **Sale of Assets.** The Recipient will not enter into any agreement or grant any option or other right in favour of any Person for the sale, transfer, lease or other disposition of any of the Project assets, provided that, subject to Section 3.3 of the Agreement, the Recipient may sell or otherwise dispose of equipment which has become worn out or damaged or otherwise unsuitable.

2.4 **Corporate Distributions.** The Recipient will not make any distribution or payment of any amount to or on behalf of any Related Parties, by way of salary, bonus, directors fees, management fees, dividends, loans or otherwise, and whether payments are made to such Persons in their capacities as shareholders, directors, officers, employees or creditors of the Recipient, or otherwise, or any other direct or indirect payment in respect of earnings or capital of the Recipient, except for wages to employees of the Recipient in the ordinary course of business and at levels of compensation paid by owners of comparable businesses and dividends and bonuses from earnings disclosed in the annual operating budget for the current fiscal year delivered to NOHFC.

2.5 **Transactions with Affiliates.** The Recipient will not sell property or services to, or purchase property or services from, or otherwise engage in any other transactions with, any Related Parties, except for transactions in the ordinary course of business at prices and on terms and conditions not less favorable to the Recipient than could be obtained on an arm's length basis from unrelated third parties.

10(e)

Schedule "G"

COMPLIANCE CERTIFICATE

I, _____, the [Insert title] of the City of Sault Ste. Marie (the "Recipient") hereby certify as of [insert last day of fiscal quarter/fiscal year, as applicable]:

1. I am familiar with and have examined the provisions of the loan and conditional contribution agreement (the "Agreement") made as of July 13, 2011, between Recipient and Northern Ontario Heritage Fund Corporation ("NOHFC"). Terms defined in the Agreement have the same meanings when used in this certificate.
2. The representations and warranties contained in the Agreement are true and correct.
3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute an Event of Default under the Agreement.

Date: July 18, 2011.

By: _____
Name: Debbie Amaroso
Title: Mayor

By: _____
Name: Malcolm White
Title: City Clerk

Schedule "H"

REQUEST FOR ADVANCE

TO: NORTHERN ONTARIO HERITAGE FUND CORPORATION ("NOHFC")
AND TO: DELOITTE AND TOUCHE, LLP, ITS AGENT ("Deloitte")

This Request for Advance is delivered to you pursuant to the loan and conditional contribution agreement (the "Agreement") made as of July 13, 2011 between the City of Sault Ste. Marie (the "Recipient") and NOHFC. Terms defined in the Agreement have the same meanings when used in this certificate.

1. The Recipient hereby requests an Advance as follows:
 - (a) Amount of Advance: \$ _____
 - (b) Date of Advance: _____
2. The Recipient hereby acknowledges and agrees that:
 - (a) 50% of any funds provided by NOHFC to the Recipient pursuant to this Request for Advance is a Loan advance; and
 - (b) 50% of any funds provided by NOHFC to the Recipient pursuant to this Request for Advance is a disbursement of the Conditional Contribution.
3. The Recipient hereby certifies that:
 - (a) the representations and warranties contained in the Agreement are true and correct as of the date hereof;
 - (b) no event or circumstance has occurred as of the date hereof which constitutes or which, with time giving of notice, lapse of time, or both, would constitute an Event of Default under the Agreement;
 - (c) the following chart summarizes Project expenditures as of the date hereof and is complete and accurate in all material respects and is in accordance with the financial records of the Recipient; and

Project cost category	Estimated Cost	Actual total cost from last report	Actual cost this report	Total

- (d) attached hereto are invoices and other documentary evidence of paid Eligible Project Costs which (i) have been actually incurred and paid for by the Recipient, (ii) have not previously been submitted to NOHFC or the Agent for reimbursement or otherwise in support of a Request for Advance (iii) if for supplies, equipment or services, have been acquired by the Recipient through a process that promotes the best value for money.

Dated this 18 day of July, 2011.

THE CITY OF SAULT STE. MARIE

By: _____

Name: Debbie Amaroso

Title: Mayor

By: _____

Name: Malcolm White

Title: City Clerk

SCHEDULE "I"

FORM OF PROJECT REPORT

This report (the "**Report**") is delivered to you pursuant to the loan and conditional contribution agreement (the "**Agreement**") made as of July 13, 2011 between the City of Sault Ste. Marie (the "**Recipient**") and Northern Ontario Heritage Fund Corporation ("**NOHFC**"). Capitalized Terms defined in the Agreement have the same meanings when used in this report.

The Recipient hereby represents, warrants, reports and certifies as of the date hereof as follows:

1. This is the (check applicable box):
 - ☐ Annual Project Report required by Section 7.1(d) of the Agreement
 - ☐ Final Project Report required by Section 7.1(c) of the Agreement.

2. All of the information set forth in this Report is complete and accurate in all material respects in light of the circumstances prevailing at the time of delivery.

3. **Project Completion:** *[[Instructions: Please provide a detailed discussion on the status of the Project: including (i) whether the Project, or the Project milestones to be completed by the date of this Report, have been completed in accordance with the terms and conditions of the Agreement, and (ii) where applicable an explanation of (A) any variances from the Project Description, the Project Budget and Project Timelines that have occurred, (B) any failure to complete the Project or a particular Project milestone by the required date with details of any remedial action being taken and the projected date for completion of the Project or project milestone; and (C) any effect on the Project]].*

4. **Project Costs and Expenditures:** *[[Instructions: Please confirm whether all Project expenditures to date have been made in accordance with the Project Description and the Project Budget with a detailed discussion of any variances. Please attach a detailed financial summary listing and comparing (i) Eligible Project Costs actually incurred to date to the projected Eligible Project Costs contained in the Project Budget and (ii) ineligible Project Costs actually incurred to date to the projected ineligible Project Costs contained in the Project Budget. Please provide an explanation of (i) any expenditures made which were not in accordance with the Project Description and the Project Budget (ii) any material variances between projected and actual Project Costs and (iii) how this affected the Project.]]*

5. **Other performance measures:** *[[Instructions: Please provide a detailed discussion of whether the Project purpose and objectives set out in this Agreement have been achieved. In particular please provide details of any economic activity that has resulted in a benefit to northern Ontario (actual number of jobs created/sustained, the dollar amount of Project expenditures made in northern Ontario, etc.). To the extent that the Project purpose and objectives were not achieved, please explain.]]*

Dated this 18 day of July, 2011

THE CITY OF SAULT STE. MARIE

By: _____

Name: Debbie Amaroso

Title: Mayor

By: _____

Name: Malcolm White

Title: City Clerk

10(e)

SCHEDULE "B"

TERM LOAN PROMISSORY NOTE

CAD\$750,000

Due: the Maturity Date

1. **Principal and Interest.** For value received, the **City of Sault Ste. Marie** (the "**Recipient**") promises to pay to Northern Ontario Heritage Fund Corporation ("**NOHFC**") at Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario, P6A 6V8, or at such other place as NOHFC may direct in writing, the lesser of (i) the principal sum of seven hundred and fifty thousand dollars (\$750,000) or (ii) the aggregate unpaid principal amount of all borrowings by the Recipient from NOHFC pursuant to the Loan and Conditional Contribution Agreement (as defined below), in lawful money of Canada, with interest as set out herein. This promissory note (the "**Note**") is issued pursuant to the loan and conditional contribution agreement dated as of July 13, 2011 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time made thereto, the "**Loan and Conditional Contribution Agreement**") between the Recipient and NOHFC. All terms used herein with initial capital letters and not otherwise defined shall have the meanings given to such terms in the Loan and Conditional Contribution Agreement.

The principal amount of this Note, or the balance outstanding from time to time, and interest thereon shall be payable in accordance with the terms of the Loan and Conditional Contribution Agreement.

2. **Loan and Conditional Contribution Agreement.** This Note is referred to in, and is entitled to the benefits of, the Loan and Conditional Contribution Agreement, which, among other things, provides for acceleration of the maturity of the loan evidenced hereby upon the happening of certain stated events and also for prepayment on account of the principal and interest hereof prior to the maturity of the loan evidenced hereby upon the terms and conditions therein specified.

3. **Recording on Books and Records.** All borrowings evidenced by this Note and all payments made on account of the principal hereof shall be promptly recorded, at NOHFC's option, either by (i) an officer or an employee of NOHFC on NOHFC's own books and records or (ii) a director, officer or employee of the Agent on the Agent's own books and records, provided however that any failure to so record such information shall not in any manner affect the obligation of the Recipient to make payments of principal and interest in accordance with the terms of this Note. All information so recorded on NOHFC's, or its Agent's, books and records as to borrowings and repayments shall constitute conclusive evidence of such borrowings or repayments in the absence of manifest error.

4. **Waiver of Notice.** The Recipient waives presentment, protest, notice of dishonour, days of grace and the right of set-off.

5. **Successors and Assigns.** This Note shall enure to the benefit of NOHFC and its successors and assigns, and shall be binding upon the Recipient and its successors and permitted assigns.

6. **Governing Law.** This Note shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario.

10(e)

This Note has been executed and delivered by the Recipient as of July 18, 2011.

THE CITY OF SAULT STE. MARIE

By: _____
Debbie Amaroso
Mayor

By: _____
Malcolm White
City Clerk

We have authority to bind the City.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-127

DEVELOPMENT CONTROL: A by-law to designate the lands located at 648, 652 & 660 Third Line East an area of site plan control (Mark Edwards).

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

1. **DEVELOPMENT CONTROL AREA**

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

2. **SITE PLAN POWERS DELEGATED**

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

3. **SCHEDULE "A"**

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

4. **PENALTY**

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

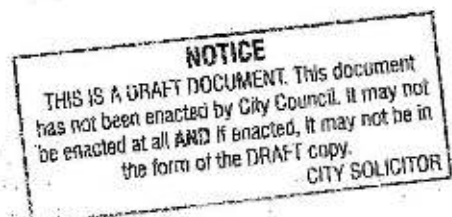
5. **EFFECTIVE DATE**

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

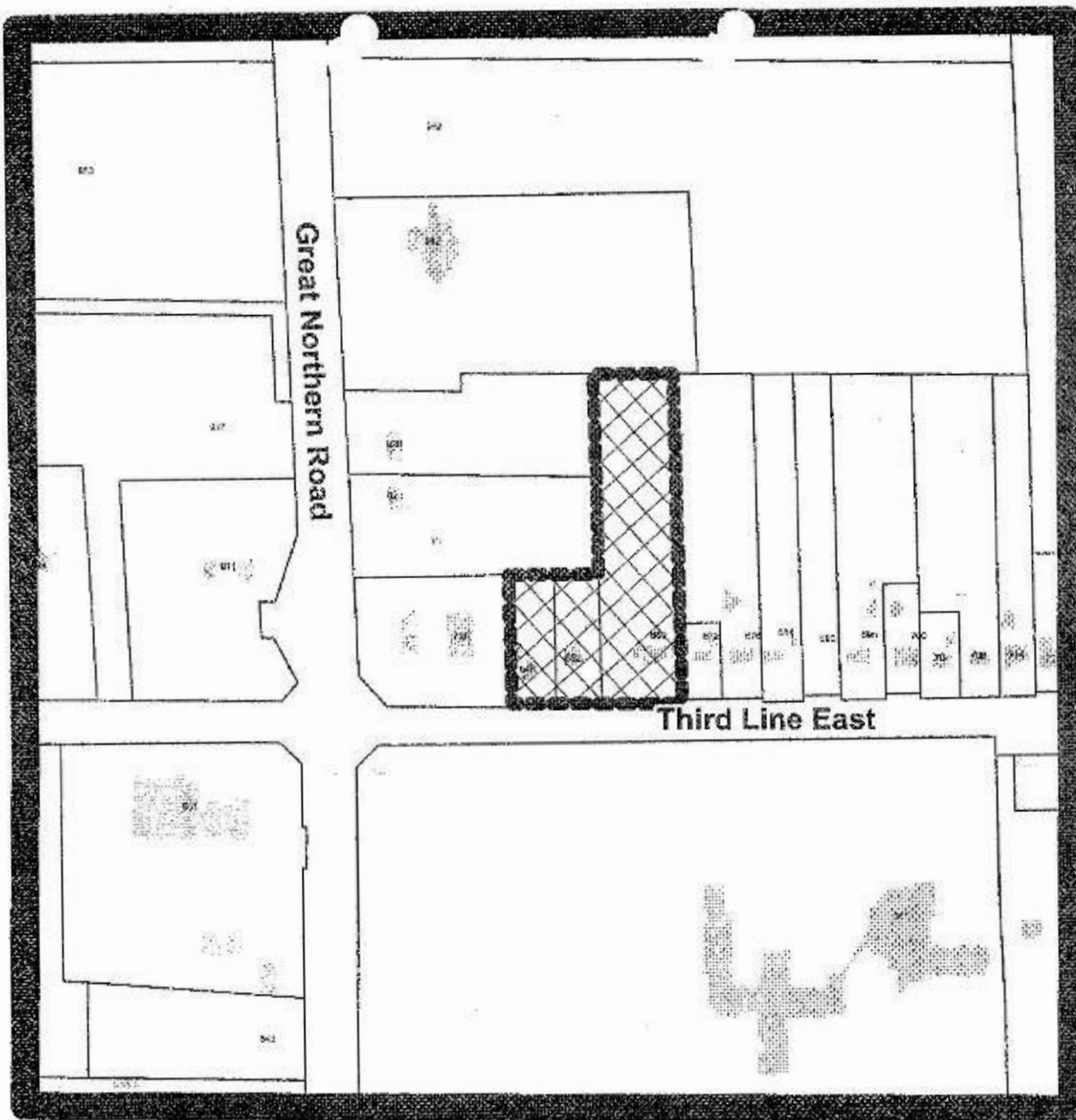
PASSED in Open Council this 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



SCHEDULE "A" TO BY-LAW 2011-127 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 18th DAY OF JULY, 2011.



SUBJECT AREA MAP

Planning Application A-13-11-Z-OP
648, 652 & 660 THIRD LINE EAST



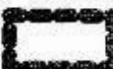
Maps
113 & 1-128

Mail Label ID
A-13-11-Z

Metric Scale
1 : 3000

May, 2011

 Subject Area = 648, 652, 660 Third Line E

 Subject Area = 648, 652, 660 Third Line E

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-130

DEVELOPMENT CONTROL: A by-law to designate the lands located at civic 843 Great Northern Road and 605 Third Line East an area of site plan control (1187839 Ontario Inc.).

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

1. **DEVELOPMENT CONTROL AREA**

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

2. **SITE PLAN POWERS DELEGATED**

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

3. **SCHEDULE "A"**

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

4. **PENALTY**

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

5. **EFFECTIVE DATE**

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

PASSED in Open Council this 18th day of July, 2011.

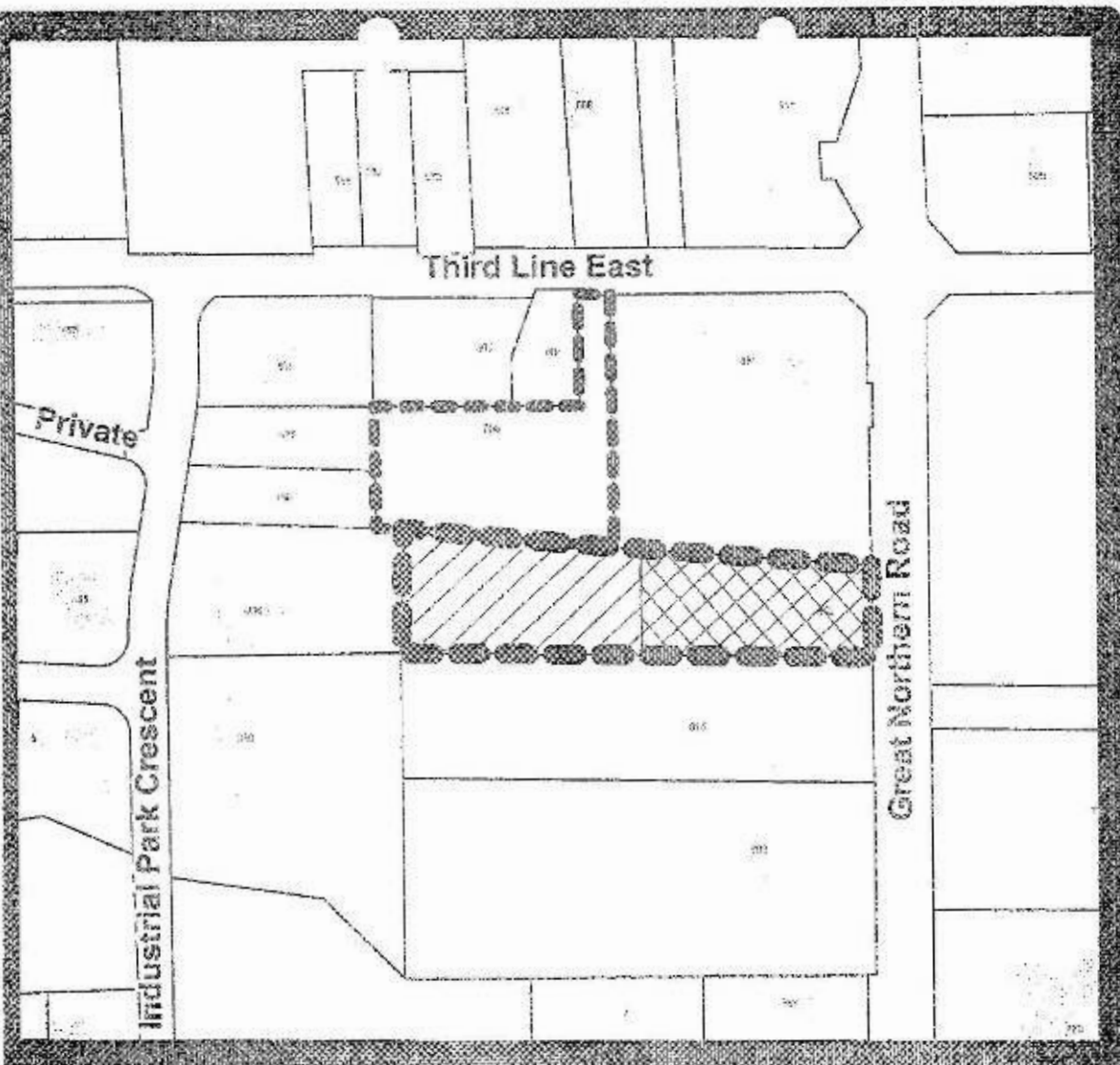
MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

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CITY SOLICITOR

10(g)

SCHEDULE "A" TO BY-LAW 2011-130 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.



SUBJECT AREA MAP

Planning Application
A-14-11-Z-OP

843 GREAT NORTHERN ROAD
605 THIRD LINE EAST

Maps
98 & 1-112

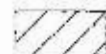
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A-14-11-Z

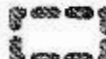
Metric Scale
1 : 3000

May, 2011

 Subject Area

 Area 1= Rezone from HZ to HZ Special

 Area 2 = Rezone from M2 to HZ Special

 Additional Land Holdings



10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-131

EASEMENT (Condition of Hub Trail easement): (P.4.2.159) A by-law to authorize an easement with the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail to be located on its property in the area of the former hospital site on Queen Street East subject to the condition that the City pay any property taxes that might be levied against the Conservation Authority property upon which this portion of the hub trail is located.

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

1. **CONDITION OF EASEMENT**

The Council hereby authorizes the Mayor and Clerk to sign any documents pertaining to an easement being acquired by the City from the Sault Ste. Marie Region Conservation Authority over parts 2, 3, 5, 16 and 17 on plan 1R4897 subject to the conditions set out in schedule A.

2. **SCHEDULE "A"**

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

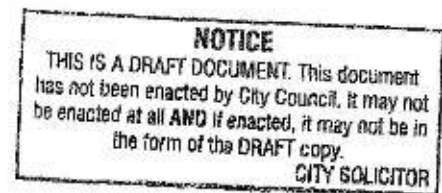
3. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



10(h)

SCHEDULE "A" TO BY-LAW 2011-131

PIN: 31539-0082 (LT) and PIN 31539-0035 (LT)
PARTS 2, 3, 5, 16 AND 17 ON PLAN 1R4897

Conditions of Hub Trail Easement - EASEMENT IN GROSS

The Transferor grants to the Transferee free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain the walking and cycling trail, commonly known as the hub trail, upon the lands described in this document.

The Transferor covenants and agrees to provide free, uninterrupted and unobstructed access to the Transferee, its servants, agents and vehicles for the purposes necessary for or incidental to the exercise and enjoyment of the rights transferred over the lands described in this document.

The Transferor covenants and agrees with the Transferee that the Transferor shall not build or cause to be built any building, structure, fence or other obstruction over the easement granted in this document.

The Transferee covenants and agrees with the Transferor that it shall be responsible for any damage caused by the negligence of its own agents or employees to the property of the Transferor on the lands owned by the Transferor in the course of exercising the rights and easement hereby transferred.

The Transferee covenants and agrees to indemnify and save the Transferor harmless from all actions, causes of action, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the use of the hub trail by the general public.

The Transferee covenants and agrees with the Transferor to keep that portion of the hub trail located on the easement herein granted in a good and reasonable state of repair.

The Transferee covenants and agrees with the Transferor to reimburse the Transferor for any municipal taxes payable on the subject property.

The Transferee covenants and agrees with the Transferor to erect a sign acknowledging that this portion of the hub trail is located on property owned by the Sault Ste. Marie Region Conservation Authority.

This easement is for the benefit of the balance of the cycling and walking hub trail of The Corporation of the City of Sault Ste. Marie.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-135

EASEMENT (P.4.2.171) A by-law to authorize an easement to PUC Services Inc. along the north portion of Snowdon Park from Shannon Road to Algoma University for an underground power line.

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

1. **CONDITION OF EASEMENT**

The Council hereby authorizes the Mayor and Clerk to sign any documents required to give an easement to PUC Services Inc. for an underground power line to run along the north portion of Snowdon Park from Shannon Road to Algoma University with the cable to be offset from the near side of the storm sewer located in the same area, at a distance at least equal to the depth of the sewer. Attached as Schedule "A" is an aerial photo showing the location of the line.

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 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

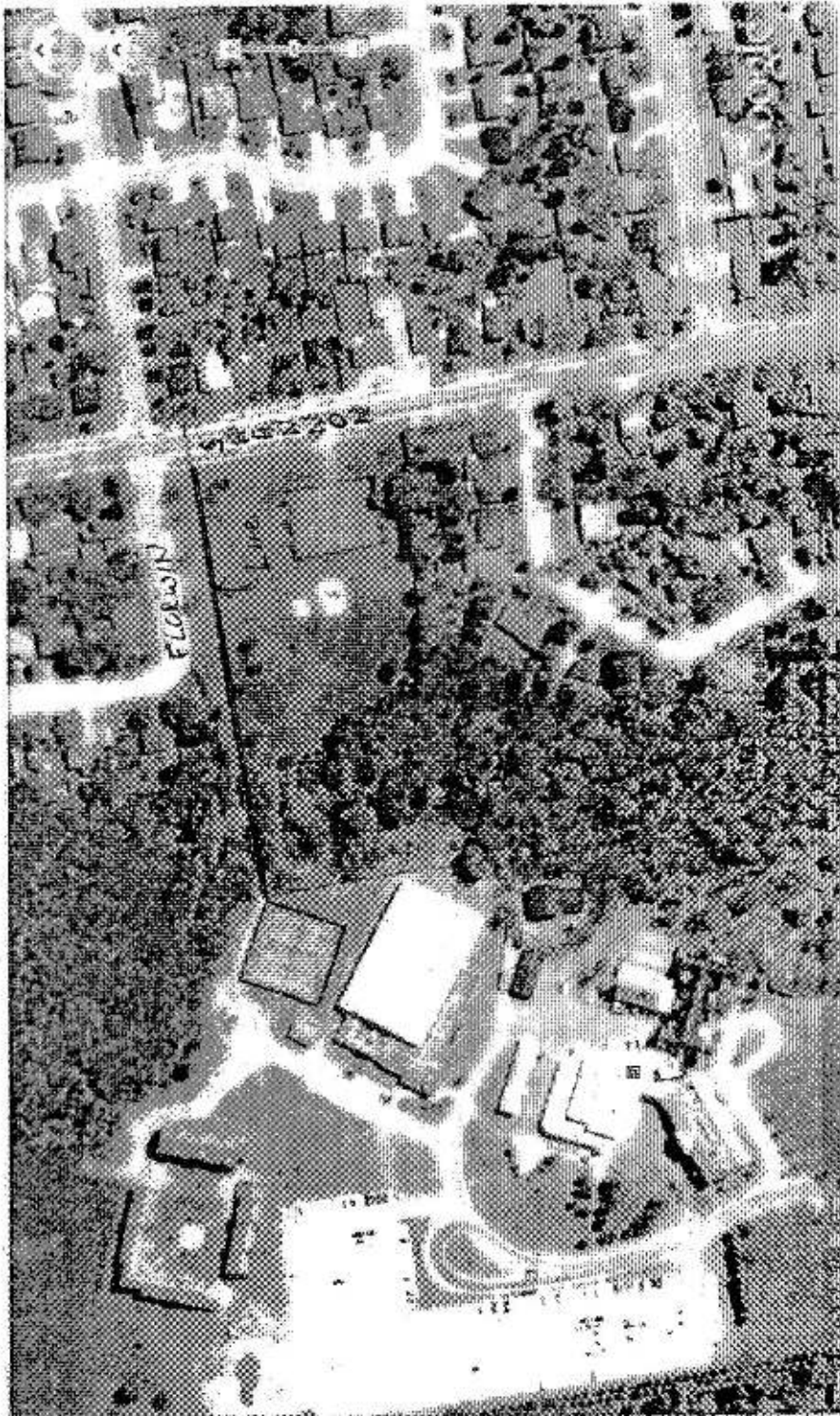
CITY CLERK – MALCOLM WHITE

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CITY SOLICITOR

SCHEDULE "A" TO BY-LAW 2011-135



1065)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-133

LANE ASSUMPTION: a by-law to assume for public use and establish as a public lane, a lane in the Tagona Subdivision

THE Council of the Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANES ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, the lane more particularly described on Schedule "A" to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of July, 2011.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

da/by-laws/by-laws2011/ 2011-133 lane assump Tagona Sub

NOTICE

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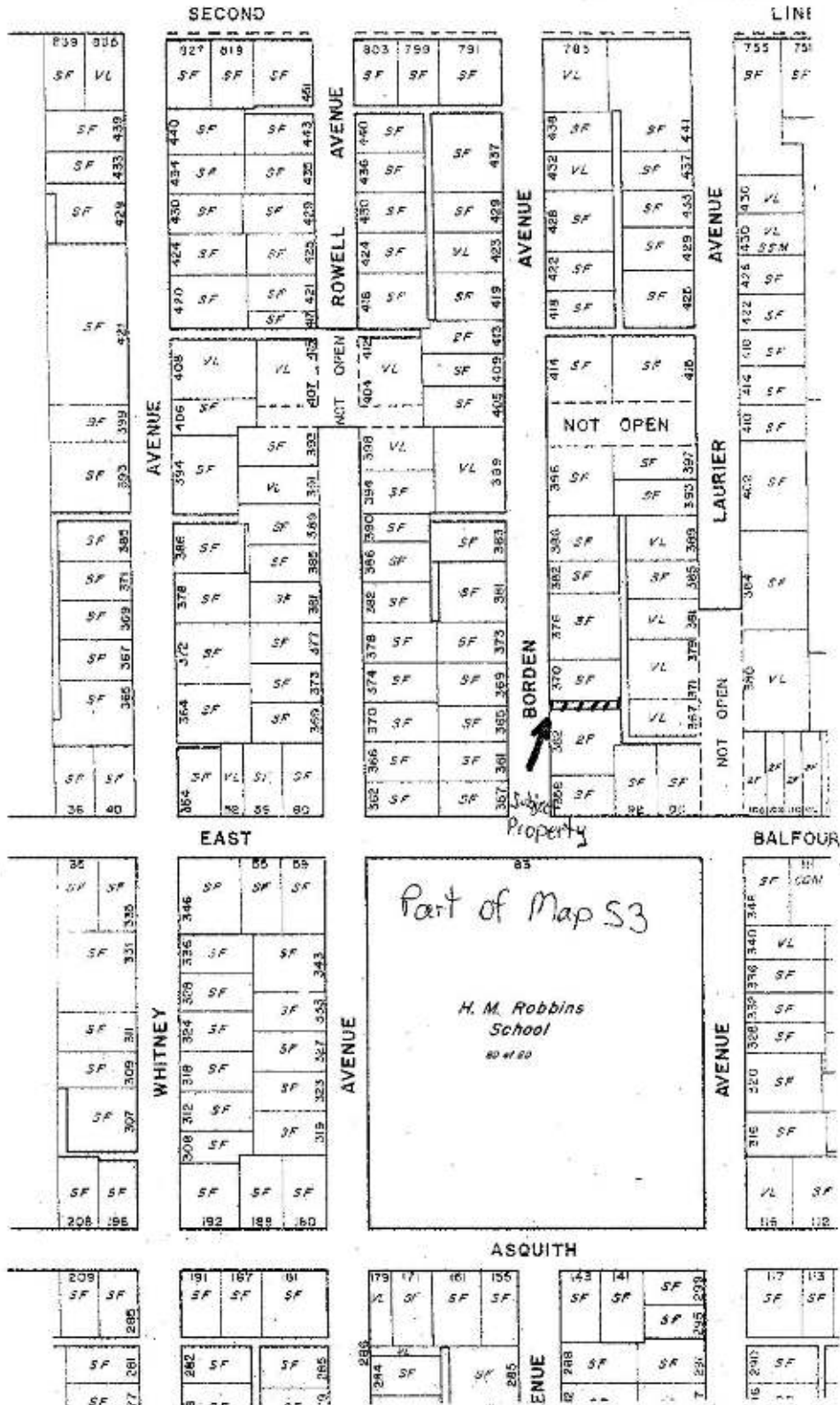
CITY SOLICITOR

10(j)

SCHEDULE "A" TO BY-LAW 2011-133 AND BY-LAW 2011-134

PART OF PIN 31607-0165 (LT)

LANE PL 7882 KORAH ABUTTING LTS 199, 200 AND 201 PL 7882; SAULT STE.
MARIE (CIVIC 362 AND 370 BORDEN AVENUE)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-125

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 177 to the Official Plan (Mark Edwards).

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

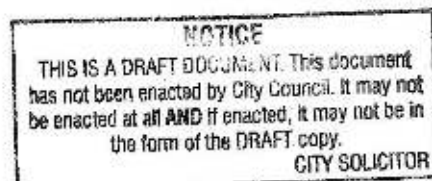
1. The Council hereby adopts Amendment No. 177 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Staff/zoning/op zoning dc/2011-125



**AMENDMENT NO. 177
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan as well as a notwithstanding clause to commercial policy C4.

LOCATION

Plan H737 Lot 41 and 42, RCP 1R1753, Parts 2 and 3, and Plan H401 Lot 3, located on the north side of Third Line East, approximately 83m east of it's intersection with Great Northern Road, having Civic addresses 648, 652 and 660 Third Line East.

BASIS

These Amendments are necessary in view of the request to rezone the subject properties to permit the lands to be utilized for a major medical office building.

The proposal does not conform to the existing Commercial and Rural Area policies as they relate to the subject properties.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

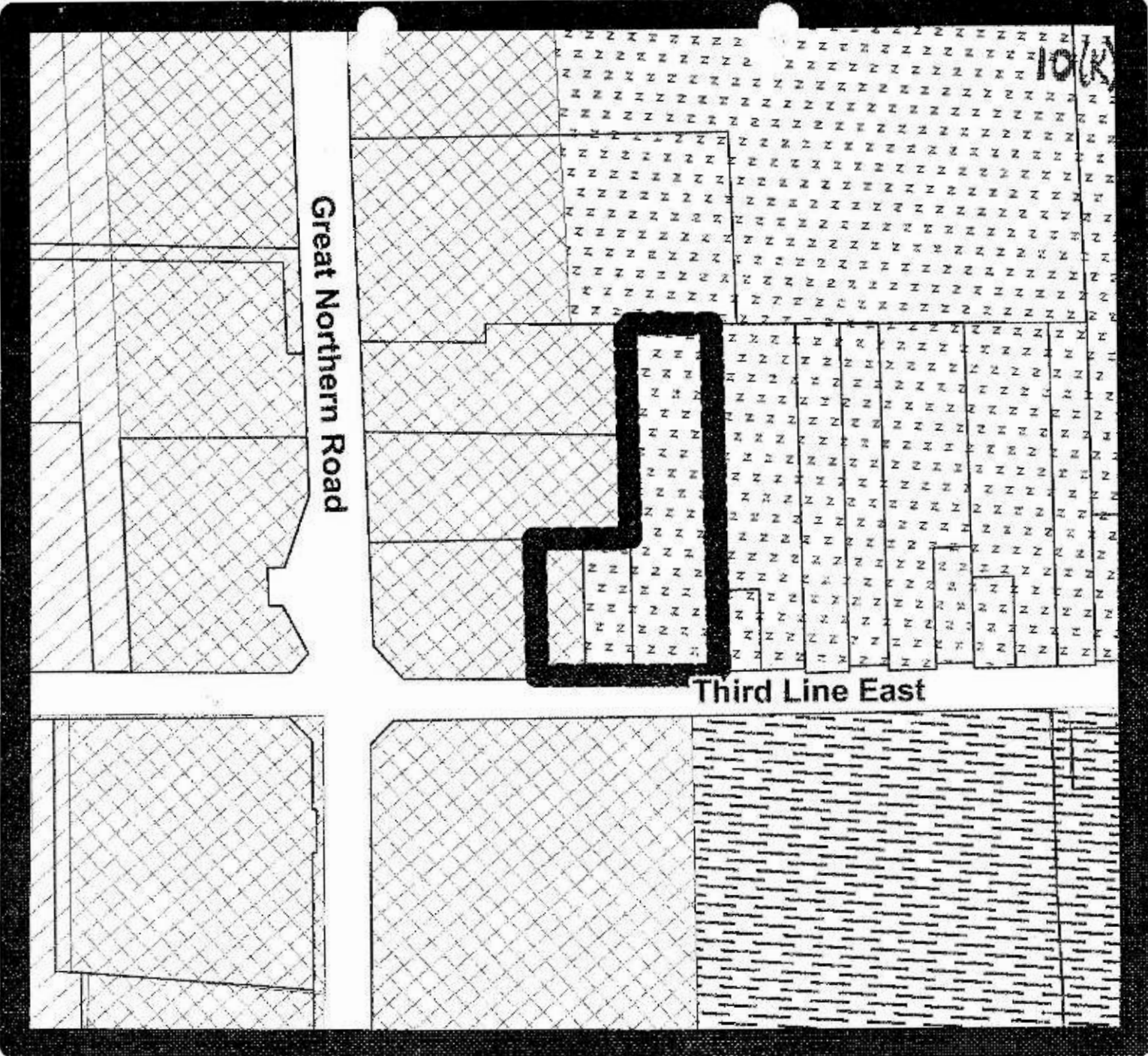
Council now considers it desirable to amend the Official Plan and re-designate the subject properties from "Commercial" and "Rural Area" to "Institutional" on Land Use Schedule C of the Official Plan; Furthermore, the Official Plan is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

119. Notwithstanding commercial policy C4 of the Official Plan, lands described as Plan H737 Lot 41 and 42, RCP 1R1753, Parts 2 and 3, and Plan H401 Lot 3, located on the north side of Third Line East, approximately 83m east of it's intersection with Great Northern Road, having Civic addresses 648, 652 and 660 Third Line East may be used to permit the construction of medical centre.

INTERPRETATION

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



OFFICIAL PLAN MAP

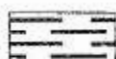
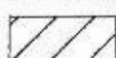
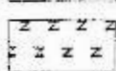
648, 652 & 660 THIRD LINE EAST

Planning Application
A-13-11-Z-OP

OP_LANDUSEDESIGNATION

Land_Use_Designation

-  Residential
-  Commercial

-  Institutional
-  Industrial
-  Rural Area



Metric Scale
1 : 3000



Subject Area = 648, 652, 660 Third Line E

177

May, 2011

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-128

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 179 to the Official Plan (1187839 Ontario Inc.).

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

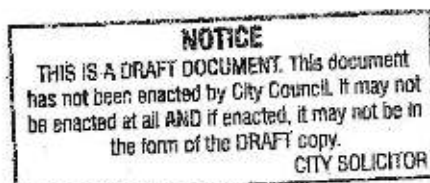
1. The Council hereby adopts Amendment No. 179 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

staff/cf/zoning/OP,Zoning,DC special/2011-128



**AMENDMENT NO. 179
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan as well as a notwithstanding clause to commercial policy C4.

LOCATION

Plan H744 Lot 4 RCP 605, and Plan H744 PT Lots 1 & 3 RP 1R7611 Part 1 RP 1R7246 Part 1, located on the west side of Great Northern Road, approximately 147m south of it's intersection with Third Line East, having Civic addresses 843 Great Northern Road, and 605 Third Line East.

BASIS

These Amendments are necessary in view of the request to rezone the subject properties to permit the lands to be utilized for a major medical office building.

Although the proposal does not conform to Commercial Policy C4, which does not allow major office space to be located outside of the downtown, it is worth noting that as part of the Comprehensive OP Review, a new policy is proposed that will exempt medical centres from this requirement. The effect is to allow large medical centres outside of the downtown, or more specifically, in the general vicinity of the new hospital site.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

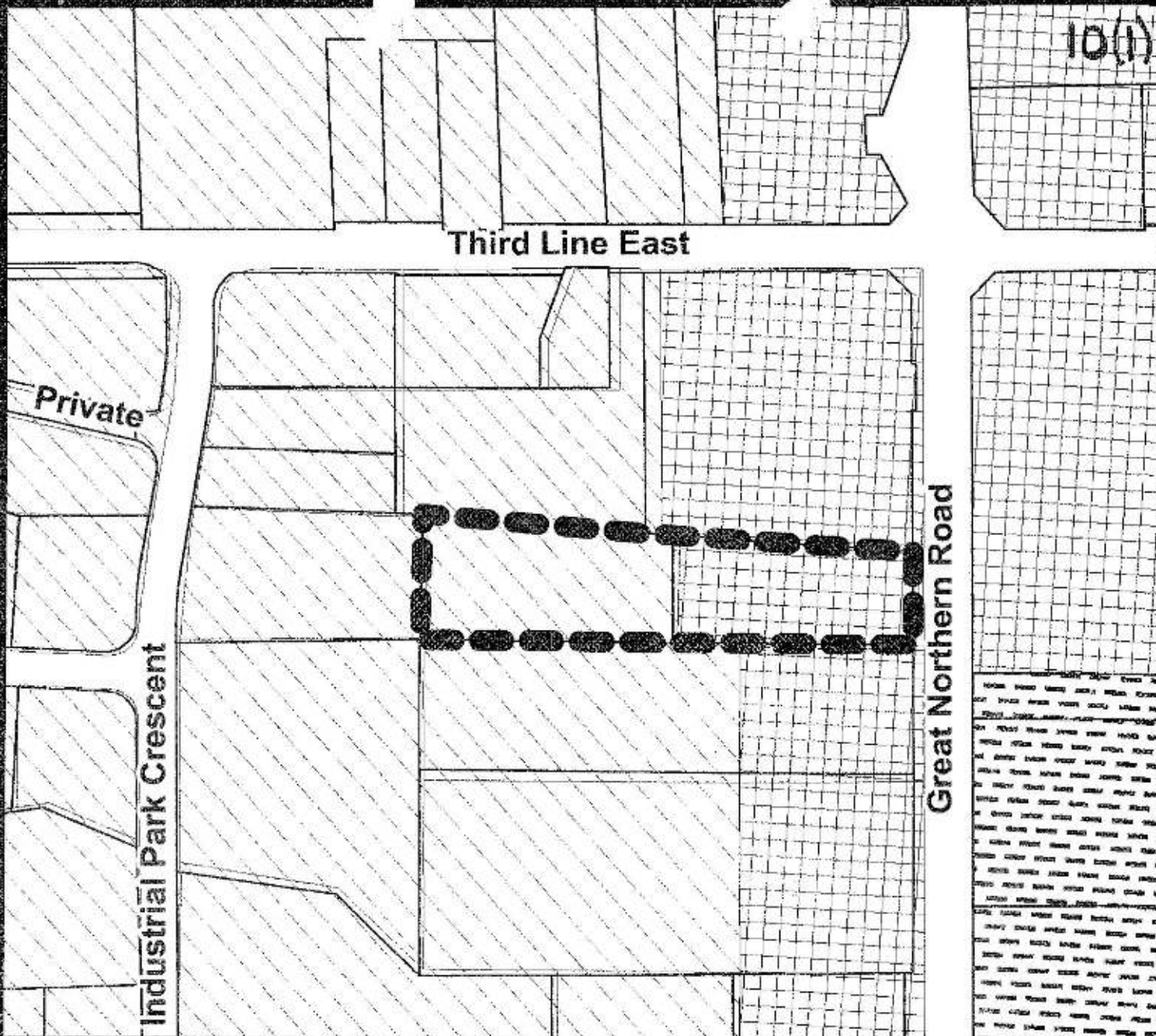
Council now considers it desirable to amend the Official Plan and re-designate 843 Great Northern Road from "Industrial" and "Commercial" on Land Use Schedule C of the Official Plan; Furthermore, the Official Plan is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

119. Notwithstanding commercial policy C4 of the Official Plan, lands described as Plan H744 Lot 4 RCP 605, and Plan H744 PT Lots 1 & 3 RP 1R7611 Part 1 RP 1R7246 Part 1, located on the west side of Great Northern Road, approximately 147m south of it's intersection with Third Line East, having Civic addresses 843 Great Northern Road, and 605 Third Line East may be used to permit the construction of medical centre.

INTERPRETATION

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



10(1)

OFFICIAL PLAN LAND USE

843 GREAT NORTHERN ROAD
605 THIRD LINE EAST

Planning Application
A-14-11-Z-OP

CS SUBJECT AREA

OFFICIAL PLAN LAND USE

Land_Use_Designation

-  Commercial
-  Institutional
-  Industrial

OPA 179

Maps
98 & 1-112

Map Label ID
A-14-11-Z

Metric Scale
1 : 3000

May, 2011



THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2011-137**

REGULATIONS: (R.1.2.6.) A by-law to exempt the Ermatinger-Clergue National Historic Site from By-law 2008-168 being a by-law to prohibit the discharge of firearms in the municipality.

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

1. **BY-LAW 2008-168 AMENDED**

Despite the provisions of By-law 2008-168 the Ermatinger-Clergue National Historic Site may be used to discharge a gun or other firearm for special events featuring the Coureur Du Bois II for the period from July 19, 2011 to December 11, 2011.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

BY-LAWS\2011\2011-137 – Firearm exemption Ermatinger-Clergue National Historic Site

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CITY SOLICITOR

10(n)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-140

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Bishops Court from 100 Bishops Court to 144 Bishops Court on August 6, 2011 to facilitate a street party.

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

1. **TEMPORARY STREET CLOSING OF BISHOPS COURT**

Council hereby authorizes the closing to vehicular traffic of Bishops Court on August 6, 2011 from 2:00 p.m. to 10:00 p.m. to facilitate a street party.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 18th day of July, 2011.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Bylaws\2011\2011-140 Temp. St. Closing Bishops Court\LW

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-126

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Law 2005-150 regarding lands located at 648, 652 and 660 Third Line East (Mark Edwards).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. 648, 652 AND 660 THIRD LINE EAST - LOCATED ON THE NORTH SIDE OF THIRD LINE EAST; APPROXIMATELY 84m EAST OF ITS INTERSECTION WITH GREAT NORTHERN ROAD; CHANGE FROM R.2 TO I.

The zone designation on the lands having civic addresses 648, 652 and 660 Third Line East which lands are shown on Map 1-128 of Schedule "A" to By-Law 2005-150, and marked "subject property" on the map attached as Schedule "A" to this by-law is changed from R.2 (Single Detached Residential) zone to I (Institutional) zone.

2. SCHEDULE "A"

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

3. CERTIFICATE OF CONFORMITY

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 177.

PASSED in Open Council this 18th day of July, 2011.

MAYOR - DEBBIE AMAROSO

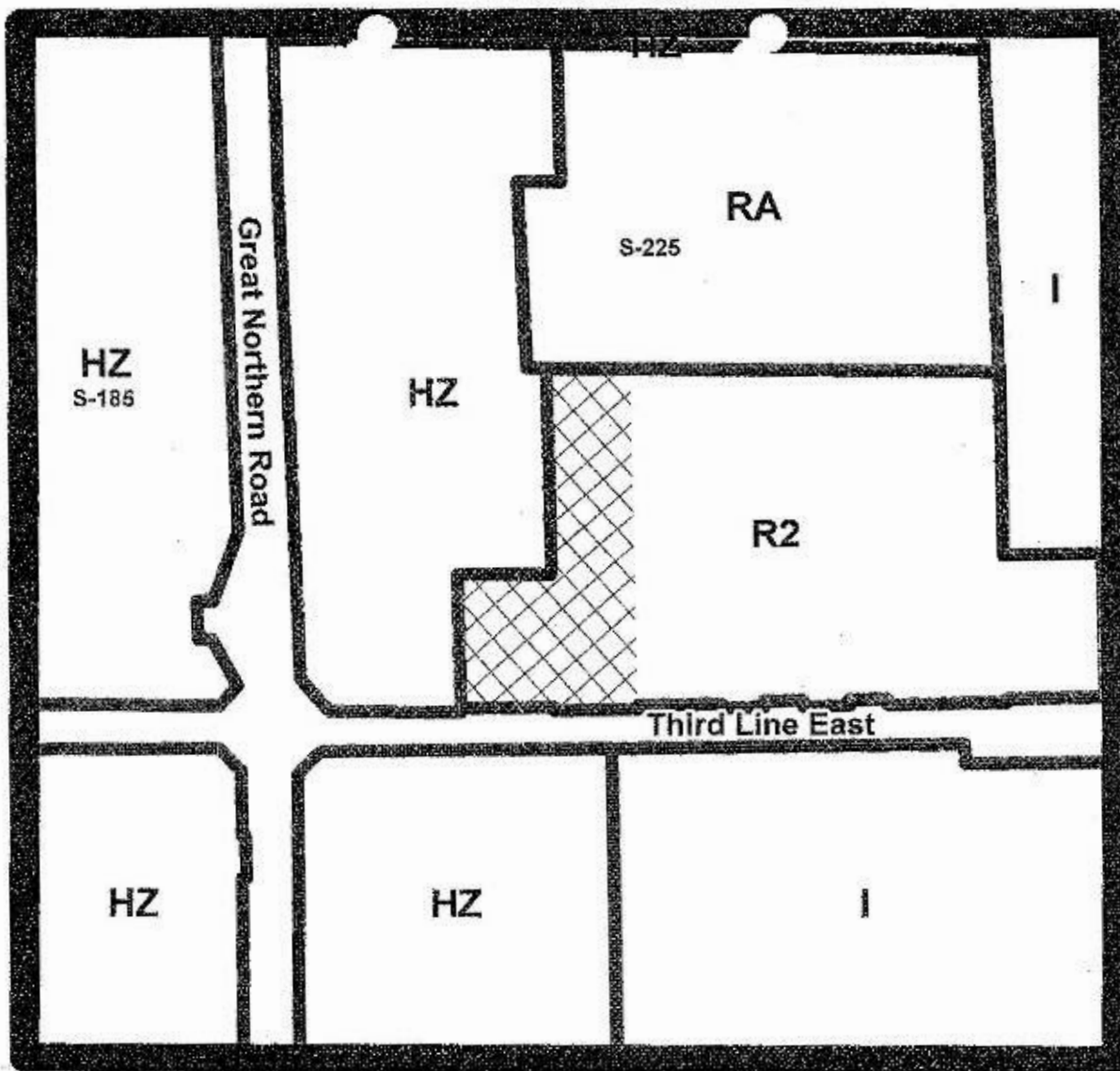
CITY CLERK - MALCOLM WHITE

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CITY SOLICITOR

SCHEDULE 'A' TO BY-LAW 2011-126 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 18TH DAY OF JULY, 2011.



EXISTING ZONING MAP

648, 652 & 660 THIRD LINE EAST

Planning Application A-13-11-Z-OP



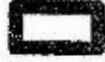
May, 2011

Metric Scale
1 : 3000

Map Label ID
A-13-11-Z

Maps
113 & 1-128

Subject Area = 648, 652, 660 Third Line E

- | | |
|--|--|
|  R2 - Single Detached Residential Zone |  HZ - Highway Zone |
|  RA - Rural Area Zone; RAhp |  I - Institutional Zone |

S-No. = Special Zoning

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-129

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 concerning lands located at 843 Great Northern Road and 605 Third Line East (1187839 Ontario Inc.).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. **843 GREAT NORTHERN ROAD (AREA 1) AND 605 THIRD LINE EAST (AREA 2); LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD APPROXIMATELY 140M SOUTH OF ITS INTERSECTION WITH THIRD LINE EAST; CHANGE AREA 1 FROM HZ. TO HZ.S AND AREA 2 FROM M2 TO HZ.S**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on map 1-112 of Schedule "A" to Zoning By-law 2005-150 is changed from Area 1 HZ (Highway) zone to HZ.S (Highway) zone with a "special exception" and Area 2 from M2 (Medium Industrial) zone to HZ.S (Highway) zone with a "special exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(304) and the heading as follows:

"2(304) 843 GREAT NORTHERN ROAD & 605 THIRD LINE EAST

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Great Northern Road approximately 140m south of its intersection with Third Line East, civic number 843 Great Northern Road and 605 Third Line East and marked subject property on map attached as Schedule 304 hereto is changed from Area 1 HZ (Highway) zone to HZ.S (Highway) zone with a "special exception" to permit a medical use centre in addition to the uses permitted in the HZ (Highway) zone and Area 2 from M2 (Medium Industrial) zone to HZ.S (Highway) zone with a "special exception" to permit a medical centre use in addition to the uses permitted in a HZ (Highway) zone subject to the following special provision:

- (1) That the setbacks along the common lot line between Areas 1 & 2 be reduced to 0, for the medical centre use only."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, upon approval of Official Plan Amendment No. 179.

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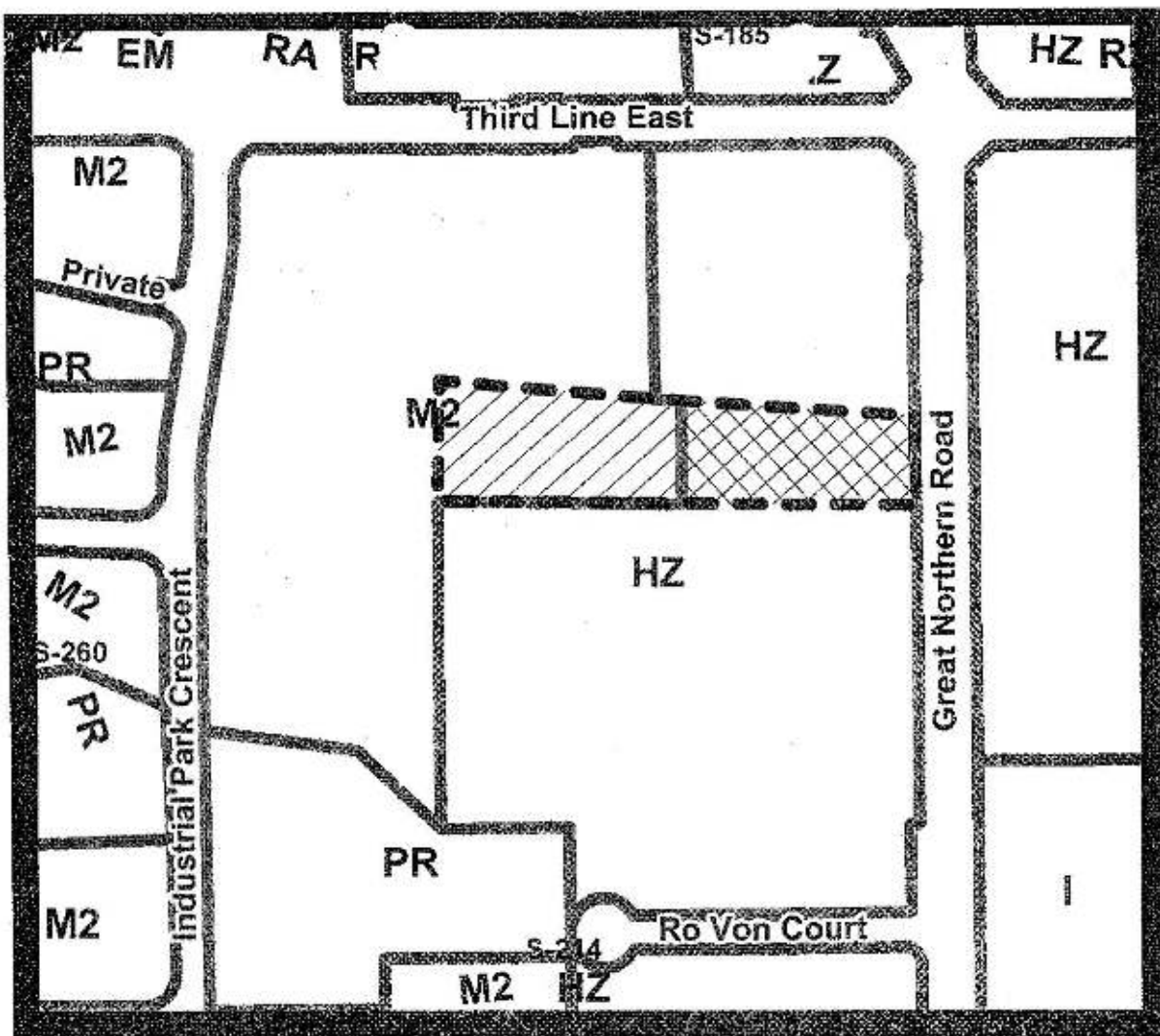
CITY SOLICITOR

PASSED in Open Council this 18th day of July, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2011-129 AND SCHEDULE 304 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 18th DAY OF JULY, 2011.



EXISTING ZONING MAP

843 GREAT NORTHERN ROAD
605 THIRD LINE EAST

Planning Application
A-14-11-Z-OP

-  Subject Area
-  Area 1 = Rezone from HZ to HZ Special
-  Area 2 = Rezone from M2 to HZ Special

-  HZ - Highway Zone
-  M2 - Medium Industrial Zone
-  R1 - Estate Residential Zone
-  I - Institutional Zone
-  PR - Parks and Recreation Zone
-  S-No. = Special Zoning



Maps
98 & 1-112

Mail Label ID
A-14-11-Z

Metric Scale
1 : 3000

April, 2011

10(q)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2011-134

LANE CLOSING: a by-law to stop up, close and authorize the conveyance of a lane in the Tagona Subdivision

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2011-133;

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

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time this 18th day of July, 2011.

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CITY SOLICITOR

MAYOR – DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

1069)

da/by-laws/2011 by-laws/2011-134 Lane Closing Tagona Sub

1069

SCHEDULE "A" TO BY-LAW 2011-133 AND BY-LAW 2011-134

PART OF PIN 31607-0165 (LT)

LANE PL 7882 KORAH ABUTTING LTS 199, 200 AND 201 PL 7882; SAULT STE.
MARIE (CIVIC 362 AND 370 BORDEN AVENUE)

