

AGENDA

REGULAR MEETING OF CITY COUNCIL

2012 06 11

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor F. Manzo

Second: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2012 05 28 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor J. Krmpotich

Second: Councillor P. Christian

Resolved that the Agenda for 2012 06 11 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

PART ONE – CONSENT AGENDA

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

Mover: Councillor F. Manzo

Second: Councillor P. Christian

Resolved that all the items listed under date 2012 06 11 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from OGRA is attached for the information of Council.
- b) Correspondence from the Township of Cockburn Island (congratulating the City on its 100th Anniversary); the Regional Municipality of Peel (concerning Provincial Action Plan for Health Care); the Regional Municipality of Halton (concerning Universal Influenza Immunization Program); and the Municipality of Clarington (concerning Regulations for the Movement of Commercial Fill) is attached for the information of Council.
- c) Correspondence from the Canadian Red Cross (concerning home maintenance snow removal program) is attached for the information of Council.
- d) Letters of request for temporary street closings are attached for the consideration of Council.
 - 1. Rotaryfest 2012 – Russ Ramsay Way – south of the entrance to the Seniors Drop-In Centre parking lot, Foster Drive east of the Civic Centre south parking lot – July 21, 2012 from 7:00 a.m. to 5:30 p.m.
Rotary Day Parade – Bay Street from Brock Street to Pim Street; lower Pim Street from Bay Street to Queen Street – July 21, 2012 from 9:00 a.m. to 12:00 p.m. – Queen Street East from Pim Street to Gore Street – July 21, 2012 from 10:00 a.m. to 1:00 p.m.
Tenaris Second Stage – Queen Street between East Street and Brock Street – July 20, 2012 from 3:00 p.m. to 11:00 p.m. and July 21, 2012 from 1:00 p.m. to 12:00 a.m.
 - 2. Downtown Days – Queen Street from East Street to Dennis Street – July 19, 2012 from 6:00 p.m. to 11:00 p.m.
 - 3. Buskerfest – Queen Street from East Street to Brock Street – August 10, 2012 from 3:30 p.m. to 11:00 p.m.; August 11, 2012 from 11:00 a.m. to 11:00 p.m. and August 12, 2012 from 11:00 a.m. to 7:00 p.m.

The relevant By-laws 2012-111, 2012-115 and 2012-116 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

Mover: Councillor J. Krmpotich

Second: Councillor S. Butland

Resolved that City Council approves the use of Clergue Park and John Rowsell Park green space (July 14, 2012 through July 22, 2012); the Civic Centre north green space (July 14, 2012 through July 22, 2012); and the Civic Centre north and south parking lots (July 20, 2012 and July 21, 2012) for events in conjunction with Rotaryfest 2012.

e) **AMO Board of Directors Nomination**

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that Councillor Turco be nominated by the City of Sault Ste. Marie to the Association of Municipalities of Ontario (AMO) Board of Directors – Large Urban Caucus for a two year term (2012 – 2014).

f) **Community Theatre Centre Management Board Nomination**

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that Ben Pritchard be nominated as a member of the Community Theatre Centre Management Board of Directors for the period May 30, 2012 to May 30, 2014.

g) **Tender for Ready-Mix Concrete**

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2012 06 11 be endorsed and that the tender for the supply of Ready-Mix Concrete as required during the 2012 construction season by the Public Works and Transportation Department be awarded as recommended.

h) **Property Tax Appeals**

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

Mover: Councillor J. Krmpotich

Seconder: 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 2012 06 11 be approved and that the tax records be amended accordingly.

i) **Dog Park and Gravity Park Projects**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Commissioner of Community Services dated 2012 06 11 concerning Dog Park and Gravity Park Projects be received and that the appropriate staff be directed to resume reporting to City Council on these projects.

j) **Contract 2012-7E – Peoples Road Resurfacing – Everett Road to Third Line East – Airport Road – Base Line to Airport Entrance**

A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-law 2012-113 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

k) **Contract 2012-8E – Miscellaneous Construction/Paving**

A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-law 2012-114 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

l) **Potential Sale of City Owned Property Adjacent to 158 Sackville Road**

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

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

m) **Licence of Occupation Between the City and Jennifer Meagan Bellerose and Stephen Russell Alexander Abutting to 1097 Queen Street East**

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

The relevant By-law 2012-119 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

n) **Emerald Ash Borer Treatment Program – 2012**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Deputy Commissioner, Public Works and Transportation concerning Emerald Ash Borer Treatment Program – 2012 be received and that BioForest Technologies Inc. be sole-sourced to provide and administer injections to City ash trees; further that BioForest Technologies Inc. be approved for future EAB injection programs subject to program evaluation and annual budget approval.

o) **Hub Trail Signage Update – Distance Marker Signs**

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 11 concerning Hub Trail Signage Update – Distance Marker Signs be received as information.

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-19-12-Z – Ross Viotto – 131 Second Line East

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Planning Division dated 2012 06 11 concerning Application No. A-19-12-Z filed by Ross Viotto – 131 Second Line East be received and that City Council approve the request to rezone the subject property from “PR” (Parks and Recreational Zone) to “R2.S” (Single Detached Residential Zone) with a Special Exception prohibiting access to Second Line East; and

Further Be It Resolved that Council pass a Holding Provision by-law with respect to the subject property pursuant to Section 36 of the Planning Act. The removal of the holding provision would be conditional upon Council's satisfaction that the issues contained in the report are addressed by a geotechnical specialist, whose credentials must be approved by the Commissioner of Engineering and Planning or designate prior to commencing with the Geotechnical Study; and

Further Be It Resolved that the property be designated subject to site plan control.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

**7. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS
PLACED ON AGENDA BY MEMBERS OF 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 TO BE PASSED which do not require more than a simple majority.

Mover: Councillor F. Manzo

Second: Councillor S. Butland

Resolved that all by-laws listed under Item 10 of the Agenda under date June 11, 2012 be approved.

AGREEMENTS

a) 2012-108

A by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Community Policing Partnerships (CPP) Program effective April 1, 2012 to March 31, 2014.

b) 2012-109

A by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program effective April 1, 2012 to March 31, 2014.

c) 2012-113

A by-law to authorize a contract between the City and Pioneer Construction Inc. for the resurfacing of Peoples Road and Airport Road (Contract 2012-7E).

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

d) **2012-114**

A by-law to authorize a contract between the City and Ellwood Robinson Limited for the resurfacing of Bruce Street from Wellington Street to Salisbury Avenue and Allen Side Road from Third Line West to 1200 meters north (Contract 2012-8E).

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

e) **2012-119**

A by-law to authorize a Licence Agreement between the City and Jennifer Meagan Bellerose and Stephen Russell Alexander for the use of a portion of the City owned land abutting 1097 Queen Street East, Sault Ste. Marie.

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

LICENSING

f) **2012-112**

A by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2012.

g) **2012-117**

A by-law to prohibit vendors from locating on or near the Buskerfest grounds on Queen Street East from East Street to Brock Street.

OFFICIAL PLAN

h) **2012-105**

A by-law to adopt Amendment No. 186 to the Official Plan for the City of Sault Ste. Marie (680 Fifth Line East).

PARKING

i) **2012-110**

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.

TEMPORARY STREET CLOSING

j) **2012-111**

A by-law to permit the temporary closing of various streets to facilitate Rotaryfest 2012 from July 19th until July 21st, 2012.

k) **2012-115**

A by-law to permit the temporary closing of Queen Street East from Pilgrim Street to Dennis Street for the purpose of Downtown Days.

l) 2012-116

A by-law to permit the temporary closing of Queen Street East from East Street to Brock Street to facilitate the 2012 Buskerfest.

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 J. Krmpotich

Seconder: Councillor P. Christian

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2012 05 28

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, F. Manzo, P. Mick

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, D. Elliott, P. Tonazzo, T. Dodds

1. ADOPTION OF MINUTES

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the Minutes of the Regular Council Meeting of 2012 05 14 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 F. Fata

Seconded by: Councillor S. Myers

Resolved that the Agenda for 2012 05 28 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Troy and Annette Chandler were in attendance concerning proclamation – Spina Bifida and Hydrocephalus Month.

- b) Wayne King, Chair – Accessibility Advisory Committee and Don Calvert were in attendance concerning National Access Awareness Week and the Rick Hansen Anniversary Tour.
- c) Chief Bob Davies, Sault Ste. Marie Police Services was in attendance to update Council on community safety precautions regarding bears.
- d) Nuala Kenny, City Solicitor was in attendance to present the Legal Department 2012 budget and year-to-date financial information.
- e) Brian Curran, President and CEO, PUC Inc. was in attendance concerning the PUC Inc. and PUC Services Inc. Shareholder Annual Meeting.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further resolved that City Council appoints Mayor Debbie Amaroso as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services. CARRIED

- f) Kathy Yukich, Chair and Nancy Aronson, Vice-Chair – Historic Sites Board provided an update on fundraising activities to Council.
- g) Bill Wierzbicki was in attendance concerning agenda item 6.(6)(a).
- h) Richard DeLorenzi was in attendance concerning agenda item 6.(6)(b).
- i) Frank Provenzano was in attendance concerning agenda item 6.(6)(c).
- j) Robert Reid was in attendance concerning agenda item 6.(6)(d).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2012 05 28 – Part One – Consent Agenda and Addendum #1, save and except 5.(g), be approved as recommended. CARRIED

- a) Correspondence from AMO, OGRA was received by Council.
- b) Correspondence from Algoma Public Health (concerning smoking in movies) was received by Council.
- c) Correspondence requesting permission for private liquor license extension was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that City Council has no objection to the proposed extended licensed area as detailed in the written request for a liquor license extension on private property for an outdoor event on the following stated dates and times:

1. Portuguese Canadian Association
5 Cornwall Street
Annual Barbeque/Picnic – June 23, 2012 from 12:00 noon to 8:00 p.m.
2. G. Marconi Society
450 Albert Street West
Annual Italian Festival – July 15, 2012 from 12:00 noon to 1:00 a.m.

CARRIED

- d) Correspondence from residents of Allen's Side Road addressed to Councillors Manzo and Krmpotich was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor F. Manzo

Resolved that the correspondence and petition from residents of Allen's Side Road concerning heavy truck traffic be referred to staff for review and report back to Council. CARRIED

e) **Council Travel**

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that Councillor Lou Turco be authorized to travel to the AMO Board of Director's meeting being held in Windsor (3 days in June) at an estimated cost to the City of \$750. CARRIED

f) **Staff Travel**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2012 05 28 concerning Staff Travel requests be approved as requested. CARRIED

g) **Tender for Ready-Mix Concrete**

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Purchasing dated 2012 05 28 be endorsed and that the tender for the supply of Ready-Mix Concrete, as required during the 2012 Construction Season, by the Public Works and Transportation Department be awarded as recommended. OFFICIALLY READ NOT DEALT WITH

h) 2011 Financial Statements and Appointment of City Auditor for the 2012 Fiscal Year

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Finance and Treasurer dated 2012 05 28 concerning the audited Consolidated Financial Statements for 2011 be approved; and

Further that KPMG LLP, Chartered Accountants be appointed as the City Auditor for the 2012 fiscal year. CARRIED

i) Queenstown Board of Management (O/A The Downtown Association) – 2011 Audit Report Prepared by KPMG LLP Chartered Accountants and 2012 Budget Estimates

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Commissioner of Finance and Treasurer dated 2012 05 28 concerning Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2011, as prepared by KPMG LLP Chartered Accountants be received and that the Downtown Association Budget Estimates for the year 2012 be approved. CARRIED

j) Registration of Tax Arrears Certificate(s) and Sale

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the City Tax Collector be accepted to commence Tax Sale Proceedings in accordance with the report. CARRIED

k) Ontario Education Collaborative Marketplace

The report of the Manager of Information Technology Division was received by Council.

The relevant By-law 2012-101 is listed under Item 10 of the Minutes.

l) **Algoma Bioseptic Technologies, Biosolids Composting Pilot Indemnity Agreement**

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

The relevant By-law 2012-106 is listed under Item 10 of the Minutes.

m) **Lane Closing Application – Highland Park Subdivision, Plan 9110**

The report of the City Solicitor was received by Council.

The relevant By-laws 2012-103 and 2012-104 are listed under Item 10 of the Minutes.

n) **Renewal of City's Insurance Program – Jardine Lloyd Thompson Canada Inc.**

The report of the City Solicitor was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the City Solicitor dated 2012 05 28 concerning Renewal of City's Insurance Program be accepted and the recommendation to place the City's insurance package for the year June 1, 2012 to May 31, 2012 with Jardine Lloyd Thompson Canada Inc. through Algoma Insurance Brokers Limited at a cost of \$1,339,866.60 be approved. CARRIED

o) **Easement Required for a Temporary Turn Around for Municipal Vehicles from Dennis Maninos and Patricia Rosa Maninos Over a Part of Lot 25 RCP H731 Tarentorus**

The report of the Assistant City Solicitor was received by Council.

The relevant By-law 2012-102 is listed under Item 10 of the Minutes.

p) **Downtown Farmers' Market Feasibility Study**

The report of the Planning Director was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Director dated 2012 05 28 concerning Downtown Farmers' Market Feasibility Study be received as information. CARRIED

q) **Request to Provide Free Bus Service on Community Day**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Transit and Parking dated 2012 05 28 concerning Request to Provide Free Bus Service on Community Day be received as information. CARRIED

r) **PWT Sidewalk and Curb Program – 2012**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2012 05 28 concerning PWT Sidewalk and Curb Program – 2012. 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**

a) **Application No. A-13-10-T – Premiere Landscaping and Garden Centre Inc.**

The report of the Planning Division was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor L. Turco

Resolved that agenda item 6.(6)(a) be deferred to a future meeting of Council.
DEFEATED

Pecuniary Interest – Councillor Niro – family member owns abutting property.

Recorded Vote:

For: Mayor D. Amaroso, Councillors L. Turco, S. Myers

Against: Councillor S. Butland, M. Bruni, J. Krmpotich, B. Watkins, P. Christian, F. Fata, T. Sheehan, F. Manzo, P. Mick

Moved by: Councillor T. Sheehan

Seconded by: Councillor S. Butland

Resolved that Council now reconsider the deferral of item 6.(6)(a). CARRIED

Pecuniary Interest – Councillor Niro – family member owns abutting property.

Recorded Vote:

For: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: Councillor J. Krmpotich, B. Watkins, F. Manzo

Moved by: Councillor L. Turco

Seconded by: Councillor S. Myers

Resolved that agenda item 6.(6)(a) be deferred to the July 16, 2012 Council meeting. CARRIED

Pecuniary Interest – Councillor Niro – family member owns abutting property.

Recorded Vote:

For: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, B. Watkins, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: Councillor J. Krmpotich, F. Manzo

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2012 05 14 concerning Application No. A-13-10-T – 1151 Second Line West be received and that City Council approve the request to permit a topsoil stripping operation on the subject property for a period not to exceed one (1) year, subject to an agreement as per Section 142 of the Municipal Act, with Premiere Landscaping and Garden Centre Inc. The agreement will include, but not be limited to the 13 conditions contained in the report. DEFERRED

b) Application No. A-17-12-Z – Steve Roberts – 415 Northland Road

The report of the Planning Division was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2012 05 28 concerning Application A-17-12-Z – 415 Northland Road be received and that City Council approve rezoning the subject property from “R3” (Low Density Residential) zone to “R3.S” (Low Density Residential) zone with a Special Exception subject to the 3 conditions contained in the report. CARRIED

c) **Application No. A-18-12-OP – Lisa Lofstrom – 680 Fifth Line East**

The report of the Planning Division was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2012 05 28 concerning Application No. A-18-12-OP – Lisa Lofstrom – 680 Fifth Line East be received and that City Council deny the applicant's request to amend the Official Plan in order to create an additional rural residential lot. **DEFEATED**

d) **Digital Signs By-law**

The report of the Planning Division was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor J. Krmpotich

Resolved that agenda item 6.(6)(d) be deferred to a future meeting of Council.
CARRIED

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2012 05 28 concerning the Digital Signs By-law be received and that City Council approve the proposed Digital Signs By-law and repeal the current moratorium on digital signage. **DEFERRED**

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) **OLG Modernization – A Strategic Economic Development Opportunity for Sault Ste. Marie**

The report of the Executive Director, Sault Ste. Marie Economic Development Corporation was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Executive Director, Sault Ste. Marie Economic Development Corporation dated 2012 01 23 concerning Ontario Lottery and Gaming Modernization - Strategic Economic Development Opportunity be accepted and the recommendation to provide \$100,000 from the 2012 Economic Diversification Fund for the completion and implementation of the strategy be approved. **CARRIED**

Pecuniary Interest – Councillor Bruni – employed by OLG.
Councillor Christian – family member employed by OLG.
Councillor Niro – family member employed by OLG.

Recorded Vote:

For: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, B. Watkins, T. Sheehan, P. Mick
Against: Councillor J. Krmpotich, F. Fata, F. Manzo

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

- a) The following Notice of Motion was read at the 2012 05 14 Council Meeting and is now being presented for the consideration of Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor S. Myers

Whereas Cirque du Soliel show was thoroughly enjoyed by many residents of Sault Ste. Marie; and

Whereas Essar Centre staff were estimating that thousands of visitors would come to our City to see Cirque du Soliel Quidam; and

Whereas there are a number of traveling circuses that no longer use animal acts;

Whereas 29 municipalities across Canada have chosen to prohibit circuses that use animal acts;

Now Therefore Be It Resolved that the City Solicitor prepare a report on how City Council could enact a by-law that would prohibit circuses that use wild/exotic/travelling animal Acts. CARRIED

- b) Moved by: Councillor S. Myers

Seconded by: Councillor B. Watkins

Whereas based on recent conversations with the Downtown Association management, it appears there remains a challenge related to parking in the Downtown both at the meters and the municipal lots; and

Whereas there has been considerable work done on this matter with the previous management and the staff of the Downtown and City staff; and

Whereas there is great interest from the new Downtown Management to meet and review options for parking in the Downtown including "pay and display" in the municipal lots and to review current practices around meter monitoring and length of time use of meters;

Now Therefore Be It Resolved that City Council ask the appropriate staff to set up a task committee with the Downtown Management and interested members of Council to review the issues, bring forward possible solutions and report back to City Council before the end of October. CARRIED

- c) Moved by: Councillor S. Butland

Seconded by: Councillor L. Turco

Whereas the Highway Traffic Act presently prohibits all-terrain vehicles from using rural roadways to access the trails designated for recreational use and specifically prohibits the use of newer model all-terrain vehicles (side by sides); and

Whereas these are the vehicles of choice by the disabled because of their ease of use and additional safety features; and

Whereas the community has the authority to pass a by-law permitting the use of such vehicles on municipal roadways;

Now Therefore Be It Resolved that Legal staff in consultation with appropriate city departments as well as the Parks and Recreation Advisory Committee prepare recommendation(s) regarding this issue for the consideration of Council.

(the proponent of the above by-law has undertaken the responsibility of consulting with Police Services, Accessibility Committee, and the Snowmobile Association requesting input into any proposed by-law). CARRIED

d) Moved by: Councillor M. Bruni

Seconded by: Councillor F. Fata

Whereas there have been serious concerns raised from neighbours of the Hub Trail concerning people smoking in the wooded areas; and

Whereas there have been a number of fires caused by people carelessly tossing their cigarette butts; and

Whereas it is only a matter of time before a fire is caused that could result in a significant loss of personal and public property;

Now Therefore Be It Resolved that City Council ask the appropriate staff and relevant outside agencies to review the feasibility of banning smoking on the Hub Trail and report back to Council. CARRIED

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that all by-laws listed under Item 10 of the AGENDA under date May 28, 2012 be approved. CARRIED

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that By-law 2012-96 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 849 Second Line East be PASSED in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2012-97 being a by-law to designate the lands located at 849 Second Line East an area of site plan control be PASSED in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2012-98 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 39 Stevens Street be PASSED in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2012-99 being a by-law to designate the lands located at 39 Stevens Street an area of site plan control be PASSED in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2012-101 being a by-law to authorize an agreement between the City and Dell Canada for the participation in the Ontario Education Collaborative Marketplace (OECM) contract be PASSED in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2012-102 being a by-law to authorize an easement with Dennis Maninos and Patricia Rosa Maninos to The Corporation of the City of Sault Ste. Marie over a portion of Lot 25 RCP H731 Tarentorus, shown as Part 1 on the draft reference plan prepared by Tulloch Geomatics Inc. ("Easement Lands") for the purposes of a temporary turn around for municipal vehicles and vehicles used for municipal purposes including snow ploughs, graders, school buses, garbage trucks and emergency vehicles be PASSED in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2012-103 being a by-law to assume for public use and establish as a public lane, a lane in the Highland Park Subdivision, Plan 9110 be PASSED in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2012-104 being a by-law to stop up, close and authorize the conveyance of a lane in the Highland Park Subdivision Plan 9110 be READ the FIRST and SECOND time in open Council this 28th day of May, 2012. CARRIED

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that By-law 2012-106 being a by-law to authorize an indemnity agreement between the City and PUC Services Inc. and Algoma Bioseptic Technologies for the provision of biosolids from the East End Plant for a pilot composting project be PASSED in open Council this 28th day of May, 2012.
CARRIED

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that Council shall now go into Caucus to:

1. the potential disposition of property on Sackville Road; and
2. the potential disposition of property on Queen Street East; and
3. a personal matter concerning an identifiable individual;

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that this Council now adjourn. CARRIED

MAYOR

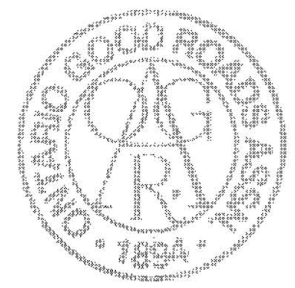
CITY CLERK

O
G
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A

board

H I G H L I G H T S

OGRA is led by 15 Directors drawn from member municipalities across Ontario. Directors are either elected municipal representatives or municipal staff officials. Collectively they represent several areas of municipal expertise. Elections to the Board of Directors are held at the OGRA Annual Conference in February. The Board meets at least seven times a year. Most meetings are in the Greater Toronto Area.



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OGRA Board of Directors

OGRA.org

APRIL 2012 Highlights

Working for Municipalities

APRIL 2012 HIGHLIGHTS

POLICY

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MEMBER SERVICES

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BOARD OF DIRECTORS

Board of Directors Meeting April 13, 2012.....	Page 6
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NEXT MEETING

The Executive, Policy and Member Services Committees will reconvene in North Bay on Thursday, June 14th.

The Board of Directors will meet in North Bay on Friday, June 15th.

Following the June meetings, highlights will be emailed to the membership and posted to the OGRA website.

2012 - 2013 OGRA BOARD of DIRECTORS (in photo on cover)

BACK ROW (LEFT TO RIGHT): Rick Champagne, Councillor, Municipality of East Ferris; Duncan McKinlay, Deputy Mayor, Town of the Blue Mountains; Mark Gimes, Councillor, City of Toronto; Terry McKay, Deputy Mayor, Township of Chatsworth; Michelle Hendry, Director of Public Works, City of Kawartha Lakes; John Parsons, Division Manager, Transportation & Roadside Operations, City of London; Ken Lauppe, Manager, Road Operations – East, City of Brampton; Robert Burle, Manager, Road Operations, City of Toronto; Craig Davidson, CAO/Clerk-Treasurer, Municipality of Hastings Highlands; Joe Tiemay, Executive Director, OGRA.

FRONT ROW (LEFT TO RIGHT): John MacEachern, Mayor, Township of Markham; Past-President, John Curley, Councillor, City of Timmins; President, Alan Korell, Managing Director/City Engineer, City of North Bay; 1st Vice President, Joanne Vandemeyden, Mayor, Township of Strathroy-Carleton Place and Steve Desroches, Deputy Mayor, City of Ottawa.

Absent from Photo: 2nd Vice President, Tom Bateman, County Engineer, County of Essex

POLICY COMMITTEE

The Policy Committee shall provide the Board of Directors with policy advice on a wide range of municipal transportation issues.

The committee shall:

- review relevant policy proposals and government legislation and develop a response where appropriate.
- initiate policy reports for submission to the Board of Directors.
- develop timely recommendations to the Board of Directors on emerging issues.
- identify issues of interest to the membership and recommend appropriate action by the Board of Directors.
- act as the Resolutions Committee and develop recommendations to the Board of Directors.

PARTIALLY PAVED SHOULDERS

OGRA staff received a copy of a resolution from the City of Timmins, which endorses a Town of Halton Hills resolution regarding the paving of a one metre shoulder on certain provincially maintained highways.

The Policy Committee brought forth a recommendation to the Board of Directors for OGRA to support the concept of cooperative efforts between MTO and local road authorizes to coordinate the provision of paved shoulders to facilitate the active transportation sector.

PROPOSED AMENDMENTS TO SENIOR COMMERCIAL DRIVERS LICENSE RENEWAL

In response to requests from stakeholders the MTO is looking to amend Regulation 340/94 of the Highway Traffic Act. The Ministry supports maintaining the current commercial license renewal system for drivers aged 65-79. It is considering amendments which it believes will strike "an appropriate balance between meeting the needs of affected businesses and individuals without compromising road safety".

OGRA recommends that the proposed changes be initially extended to Class D and Class A drivers with an eye to implementing these changes on other classifications once the results of these changes have been better understood.

OGRA will share the progress of the above to the membership on our website and via The Weekly Detour.

EXCESS SOILS MANAGEMENT

The movement of excess construction soils is a complex subject involving many public and private stakeholders and perspectives. Recent regulatory changes in Ontario, new soil standards and evolving environmental technologies and practices have introduced further uncertainties regarding soil handling.

The Policy Committee directed staff to communicate to the Steering Committee its preference to pursue the development of a minimum standard for the movement of excess soils, which will be scientifically-based, will afford flexibility, will provide the private sector with increased cost-certainty and will allow municipalities to effectively manage their risk and liability.

HANDHELD DEVICES FOR MUNICIPAL EMPLOYEES

The three year exemption for municipal employees on the distracted driving legislation is almost over. The Board of Directors reiterated the concern for Municipal Employees and the need for a permanent exemption. OGRA is working with officials at MTO to determine the likelihood of this exemption being extended. Once this has been confirmed, this information will be shared with OGRA's membership.

STANDARD FOR RESETTING STOPLIGHTS

A concern was raised over the resetting of stoplights following a power failure and the Committee asked staff to address this issue with MTO and to formulate a standard.

MEMBER SERVICES COMMITTEE

The Member Services Committee shall provide the Board of Directors with recommendations on a wide range of member services including education and training programs, infrastructure management services, information services and marketing/communications initiatives.

The committee shall:

- Provide recommendations to the Board of Directors on new education and training programs
- Pursue partnerships with contractor and supplier associations, professional associations, and educational institutions, wherever appropriate
- Provide representation and input into the development of standards, policies and procedures regarding municipal transportation and public works
- Provide recommendations on marketing/communications initiatives to the Board of Directors

PAUL JOHNSON, DIRECTOR OF SNOW SCHOOL - REPORT ON 2011 SCHOOL

The Member Services Committee received a presentation from Paul Johnson, Director of Snow School on the success of the 2011 program. In his report, Mr. Johnson included a report on Snow School for Mechanics and plans for the 2012 program.

Snow School for Mechanics was originally developed by the ORSMG Training Committee and offered by OGRA as a ½ day module during regular Snow School. In 2011, OGRA introduced this module as a stand-alone one-day workshop, which was quickly sold out. As a result, two more workshops were offered in November, 2011.

For the 2012 Snow School, there are plans to make revisions to the Minimum Maintenance standards module in light of the legal challenges OGRA will also continue to offer Winter Maintenance local contract courses. The Snow School for Mechanics module will again be offered in 2012, and enhancements have been made to the content. Since the September date for the 2012 workshop was announced it has been fully subscribed and therefore additional workshops have been added for November 27 and 28, 2012.

UPDATES

Committee heard updates on Technical Services, Web-Based Services and Communications & Marketing.

BOARD OF DIRECTORS MEETING

- The Board of Directors met on Friday, April 13th and passed the following resolutions:
- That the two-day Municipal Roads Technologies workshop be offered in alternating years beginning in 2014.
- That the two-day Snow and Ice Colloquium be offered in alternating years beginning in 2013.
- That a two-day workshop on bridge inspection, rehabilitation, maintenance and construction be developed and offered in October, in place of the 2012 Snow and Ice Colloquium.
- That OGRA staff enter into an agreement with MERX for the provision of an Electronic Procurement Solution for Infrastructure.
- The Board also heard the following Resolutions:
 - Ontario Soil and Crop Improvement Association – Resolution re: Policing of off- road vehicles on private property – *Received for information*
 - Township of Papineau-Cameron – Resolution re: Distance markers along Highway 17 – *Endorsed*

5(b)

The Municipal Corporation of the
Township of Cockburn Island
Incorporated 1881

May 10th, 2012

Mayor and Council,
City of Sault Ste. Marie,
99 Foster Dr.,
Sault Ste. Marie, ON, P6A 5X6

RECEIVED
CITY CLERK
MAY 28 2012
NO.: 52428
DIST: Agenda

RECEIVED
MAY 28 2012
MAYOR'S OFFICE

Dear Mayor Amaroso,
Re: the City's 100th Anniversary in 2012

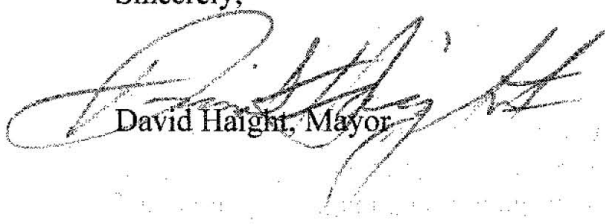
On behalf of the Cockburn Island Township Council and all of our ratepayers I wish to extend to you, your Council and all the citizens of Sault Ste. Marie our best wishes and congratulations as the City celebrates its 100th Anniversary. No doubt the many events planned for this year will bring many Saultites home to share in the celebrations and to reflect upon the past accomplishments and future endeavours of your beautiful community.

At a recent meeting our Council adopted the following motion;

That the Council of the Township of Cockburn Island extends to the City of Sault Ste. Marie our congratulations on the celebration of its 100th anniversary.

You may know that Cockburn Island Township distinguishes itself as being both the smallest in population of any municipality in Ontario and also the oldest in Northern Ontario. So we take some considerable pride in our ability to sustain ourselves and to celebrate our own heritage. It is because of this that we share with you an appreciation of the importance of recognizing where we came from as we prepare for the future. In this undertaking we wish you the best of success. Many of our ratepayers are Sault residents so your efforts will be greatly appreciated in a very real way by a significant segment of our population.

Sincerely,


David Haight, Mayor



Office of the Chair

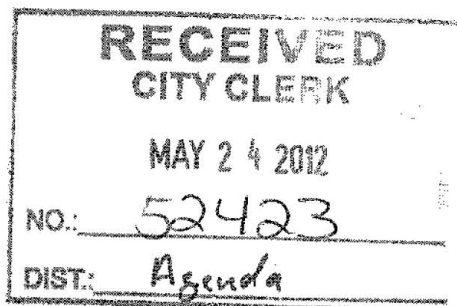
May 16, 2012

Resolution No. 2012-585

The Honourable Deb Matthews
Minister of Health and Long-Term Care
10th Floor, Hepburn Block
80 Grosvenor Street
Toronto, Ontario M7A 2C4

Dear Minister Matthews: *Deb*

Subject: Provincial Action Plan for Health Care



I am writing to advise that Peel Regional Council approved the following resolution at its meeting held on May 10, 2012:

"That the Regional Chair write to the Minister of Health and Long-Term Care, on behalf of Regional Council, to request that the Ministry of Health and Long-Term Care take steps to recognize the role paramedics currently perform in Ontario's health system, and a vision for paramedic's role in the implementation of the Ontario Action Plan for Health Care;

And further, that a copy of the report of the Commissioner of Health Services dated April 3, 2012, titled "Provincial Action Plan for Health Care" and its corresponding resolution be sent to the designated delivery agents for land ambulance in Ontario, the Association of Municipalities of Ontario, the Board of Directors of the Local Health Integration Networks, Hospitals and Community Care Access Centres serving Peel, for their information and endorsement."

On behalf of Regional Council, I request that you give consideration to the above resolution as soon as possible. Please quote the Region of Peel's resolution number in your reply.

Sincerely,

Emil Kolb
Regional Chair and Chief Executive Officer

EK:tr

c: Janette Smith, Commissioner of Health
Peter Dundas, Chief and Director, Peel Paramedic Services

DATE: April 3, 2012

REPORT TITLE: PROVINCIAL ACTION PLAN FOR HEALTH CARE

FROM: Janette Smith, Commissioner of Health Services

RECOMMENDATION

That the Regional Chair write to the Minister of Health and Long-Term Care, on behalf of Regional Council, to request that the Ministry of Health and Long-Term Care take steps to recognize the role paramedics currently perform in Ontario's health system, and a vision for paramedic's role in the implementation of the Ontario Action Plan for Health Care;

And further, that a copy of the report of the Commissioner of Health Services dated April 3, 2012, titled "Provincial Action Plan for Health Care" and its corresponding resolution be sent to the designated delivery agents for land ambulance in Ontario, the Association of Municipalities of Ontario, the Board of Directors of the Local Health Integration Networks, Hospitals and Community Care Access Centres serving Peel, for their information and endorsement.

REPORT HIGHLIGHTS

- Health Minister Deb Matthews released a policy document on January 30, 2012 titled "Ontario's Action Plan for Health Care" ("Action Plan") outlining the key priorities for the Ministry of Health and Long-Term Care ("MOHLTC") in the coming years.
- The Action Plan is comprised of several major initiatives under three main objectives: (1) "keeping Ontarians healthy", (2) "faster access to family health care", and (3) "ensuring people receive the right care, at the right time, in the right place."
- Several themes in the Action Plan align with Region of Peel Term of Council Priorities for health, as well as some ongoing policy and advocacy work by the Region.
- A provincial effort to increase access to primary care and to increase the capacity of community-based health services is positive news for Peel.
- The Action Plan does not articulate a vision for the role of paramedic services within the health system.

DISCUSSION

1. Background

Health systems in many jurisdictions, including Ontario's, are facing a number of challenges and pressures. Population growth, chronic diseases, an aging population, growing costs of

April 3, 2012

PROVINCIAL ACTION PLAN FOR HEALTH CARE

delivering care, and fiscal pressures from a slowing economy are all prompting governments to examine what services are needed and how they can be delivered more effectively and efficiently.

In Ontario, the Ministry of Health and Long-Term Care ("MOHLTC") provides oversight direction to the overall health system. The MOHLTC provides policy direction to the larger health system and fund the Local Health Integration Networks ("LHINs") that are responsible for planning and integrating many local health services. An updated copy of the chart called Ontario's Health System from a Region of Peel Perspective is included in Appendix I of this report.

The recent release of several policy documents provides insight into the Ontario government's health policy. This report summarizes the themes and directions for Ontario's health system as detailed in a recent policy document released by the Minister of Health, as well as the recent provincial budget and the Commission on the Reform of Ontario's Public Services ("Drummond Report").

2. Findings

On January 30, 2012, Health Minister Deb Matthews released a policy document titled "Ontario's Action Plan for Health Care: better patient care through better value for our health care dollars" ("Action Plan"). This Action Plan provides the most comprehensive view of the new government's priorities for Ontario's health system.

The priorities outlined in the Action Plan are not entirely new, largely building on policies established in recent years, such as building LHINs and expanding multi-disciplinary Family Health Teams.

a) Three Priority Areas in Action Plan

The Action Plan is comprised of several major initiatives under three main objectives, (1) "keeping Ontarians healthy," (2) "faster access to family health care," and (3) "ensuring people receive the right care, at the right time, in the right place." The following is a summary of these initiatives.

i) Keeping Ontarians Healthy

The Action Plan committed to several provincial public health priorities under "Keeping Ontarians Healthy" which were also cited in the 2012 Provincial Budget ("2012 budget") and the Drummond Report. This includes Ministry efforts to address obesity, smoking, and cancer prevention.

For example, the Action Plan and the 2012 budget set out a goal to reduce childhood obesity by 20 per cent over five years. Regarding tobacco, the Ministry has committed to support smokers who want to quit smoking, as well as increased fines for those who sell tobacco to children and doubling enforcement efforts. The Action Plan also noted the expansion of cancer screening tools.

Further to this, a recent report from Public Health Ontario and Cancer Care Ontario makes additional recommendations for a provincial strategy to reduce population-level exposure to four key risk factors; build capacity for chronic disease prevention; and work towards health equity. Health Services will be providing a more detailed report to Regional Council on this Report at an upcoming meeting.

April 3, 2012

PROVINCIAL ACTION PLAN FOR HEALTH CARE**ii) Faster Access to Family Health Care**

Family health care (also called primary care) is central to the health system. This importance was reflected in the Action Plan, as well as the 2012 budget and the Drummond Report. Under the Action Plan, family health care will be the responsibility of the LHINs. Most family doctors will continue to bill the Ontario Health Insurance Plan (OHIP) on a fee-for-service basis, but the family care teams that many doctors work within, will be subject to planning and funding by the LHINs. This integration under the LHINs will enable further integration and interaction between family health care and other parts of the health system.

Further to this, the Action Plan commits the MOHLTC to expand access to family health care with increased after-hours care, and same day and next day appointments. The MOHLTC will also expand access to house calls by health professionals for the frail elderly living in the community.

iii) The Right Care at the Right Time in the Right Place

The MOHLTC will continue to reform how services are funded, where they are delivered, and who delivers them. Ontario's 'Aging at Home' Strategy (2007-2011) reflects Ontario's shift to provide more seniors care in the community. The Action Plan focuses on several ministry initiatives that are already well underway and aimed at achieving the greatest value for health dollars and that alleviate pressure on institutional care such as hospitals and long term care homes. Some key measures in the Action Plan include:

- Structuring the health system so that it focuses more on the prevention and management of chronic diseases;
- Adopting a more patient-centered funding model where funding is based on the services provided so that funding follows patients through the system;
- Moving routine procedures out of hospitals and into specialized not-for-profit clinics that are more efficient due to high volumes;
- Expanding the scope of practice for health professionals to maximize the skills and potential of the workforce (e.g. nurse practitioners and pharmacists), a theme also mentioned in the Drummond Report;
- Launching a "seniors strategy" to support seniors to stay healthy and remain living in the community (expanding house calls, more personal support worker hours, care coordinators to support seniors discharged from hospital to home);
- Increasing use of evidence to drive decision-making about what health services are publicly funded; and
- Implementing Ontario's Mental Health and Addictions Strategy "Open Minds Healthy Minds" that was released in June 2011.

The 2012 Provincial Budget supports the direction in the Action Plan by shifting investment towards home care and community services. Under the 2012 budget:

- Community-based health funding will increase by an average of 4 per cent annually for the next 3 years, worth \$526 million by 2014-15; and
- Hospital base funding will be frozen at current levels (i.e. 0 per cent increase) for 2012-13. Total operating funding for hospitals will increase by 2 per cent in 2012-13, taking into account separate funding envelopes for key initiatives such as reducing wait times.

April 3, 2012

PROVINCIAL ACTION PLAN FOR HEALTH CARE

b) Region of Peel Perspective

There are several themes in the Action Plan that align with Regional Term of Council Priorities ("ToCP") related to health, namely:

- Assess the impacts of the aging population on health and human services (ToCP #11);
- Promote a supportive environment for healthy weights (ToCP #18); and
- Support tobacco free living (ToCP #20).

The Action Plan also addresses some of the policy and advocacy issues led by the Region of Peel but is silent on other issues.

i) Paramedics Not Part of the Action Plan

The Plan does not recognize the role of paramedics in providing 'the right care in the right place at the right time.' If paramedics are not recognized and considered as part of the health system, planning decisions could be made that affect Paramedic Services budgets and operations. In addition, by not considering the role of paramedics in planning overall system changes may result in overlooking some potential cost savings and efficiencies for the sustainability of the system overall. Health systems in some other provinces (for example Nova Scotia, Alberta) and internationally have developed health system plans that feature the role of paramedics and the value they bring to supporting the larger health system.

Regional Council has endorsed the plan to complete a feasibility study on community paramedicine in Peel through ToCP #12. Additionally, the Drummond Report made one very short recommendation for community paramedicine in Ontario that was not included in the Action Plan or the 2012 budget.

ii) Seniors Strategy

The aging baby boomer population has increasingly made seniors a focus of health care policy and program reform. Despite the need for cohesive provincial direction and a strong provincial policy framework, the 'seniors strategy' outlined in the province's Action Plan remains a patchwork of new or existing services for seniors, which will not significantly transform services for seniors. Regional Council has identified seniors as an important focus for policy and planning in Peel through ToCP #11.

There is also concern that the Action Plan does not identify or outline potential for improved integration and coordination of services provided by other ministries or levels of government. As reported to Council at the March 29, 2012 Council meeting, the Region of Peel will be developing an advocacy strategy through ToCP #11 to encourage provincial leadership to improve the coordination and integration of senior's services delivered by the government and to work in collaboration with community partners.

iii) Increasing Access to Primary Care and Community-Based Care

A provincial effort to increase access to primary care and to increase the capacity of community-based health services is positive news for Peel. Peel's low per-capita supply of physicians and poorly resourced community care sector has meant an over-reliance on institutional care in Peel that results in long emergency department

April 3, 2012

PROVINCIAL ACTION PLAN FOR HEALTH CARE

wait times for the public, long waitlists for Long Term Care homes and paramedic offload delays.

Furthermore, giving more power to the LHINs to integrate family health into the health care system and to plan and fund to meet the needs of the community may help improve access to primary care in Peel, and improve patient flow across health services providers. Funding that follows the patient through the system may potentially allow Peel residents to receive care closer to home if Peel service providers receive a greater share of activity-based funding.

Staff are also encouraged to see the Action Plan's commitment to continue implementation of the "Open Minds Healthy Minds", Ontario's Comprehensive Mental Health and Addictions Strategy.

3. Proposed Direction

Staff will continue to track and report to Council as needed on the reforms contained in the Action Plan and implications for Peel. Staff will also continue to participate in local planning and implementation with the two LHINs serving Peel.



Janette Smith
Commissioner of Health Services

Approved for Submission:



D. Szwarc, Chief Administrative Officer

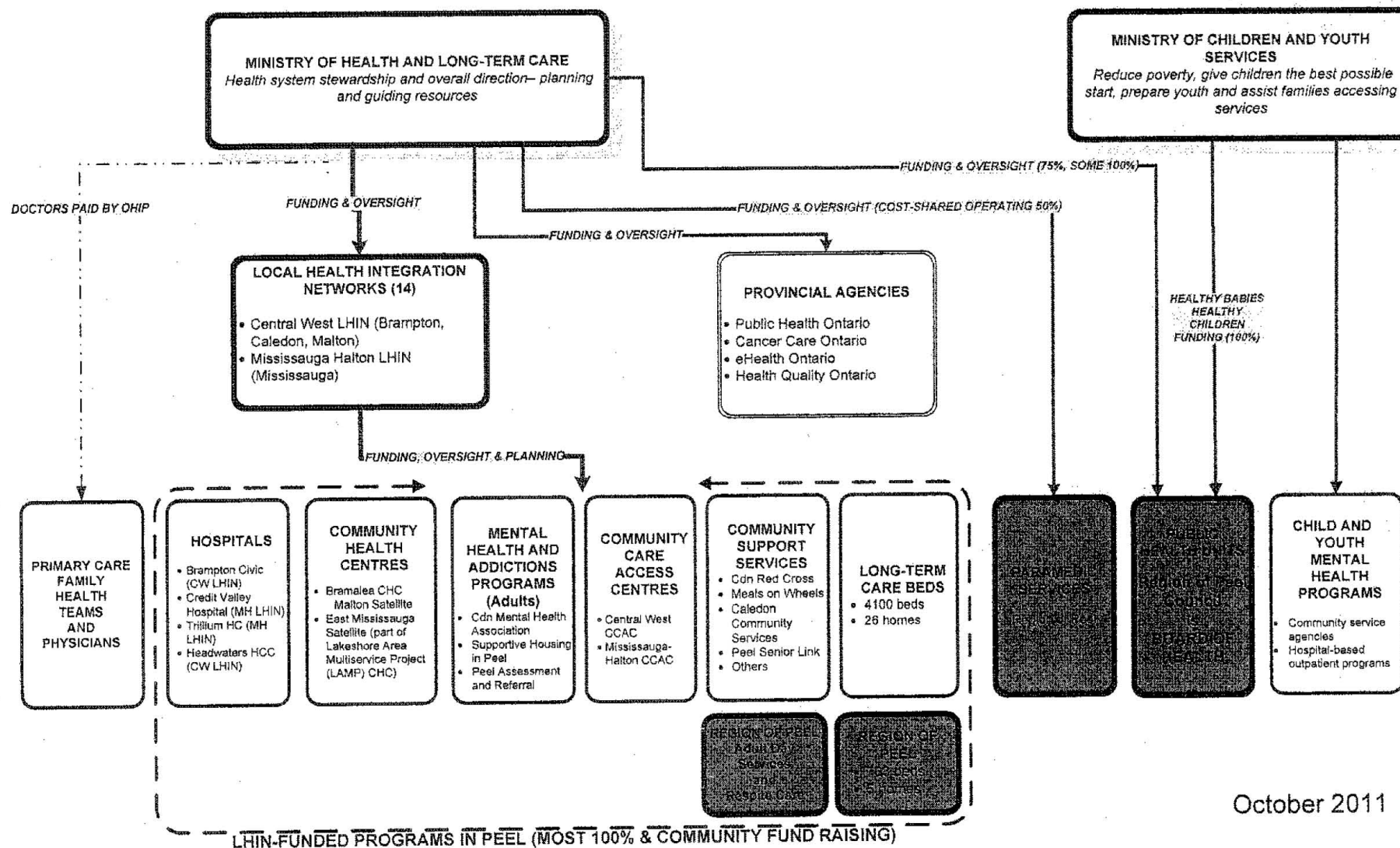
For further information regarding this report, please contact Dawn Langtry at extension 4138 or via email at dawn.langtry@peelregion.ca

Authored By: Liz Estey and Cullen Perry, Health Services

c. Legislative Services

APPENDIX I

Overview of the Health System A Region of Peel Perspective



October 2011

HE-A1-6

5(b)



May 17, 2012

Office of the Regional Chair
1151 Bronte Road
Oakville ON L6M 3L1
Fax: 905-825-8838

The Honourable Deb Matthews, M.P.P.
Minister of Health
Ministry of Health and Long-Term Care
10th Floor, Hepburn Block
80 Grosvenor Street
Toronto, Ontario M7A 2C4

Dear Minister:

RE: MO-16-12 - Universal Influenza Immunization Program, 2011-2012

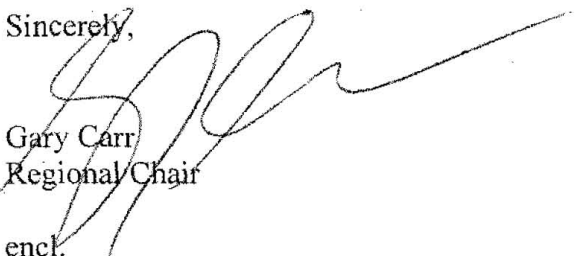
This will confirm that the Council of the Regional Municipality of Halton, at its meeting held Wednesday, April 18, 2012, adopted the following resolution:

1. THAT Report No. MO-16-12 re: "Universal Influenza Immunization Program, 2011- 2012" be received for information.
2. THAT the Regional Chair send a letter to the Minister of Health and Long-Term Care requesting that hospital staff influenza immunization rates become one of the reportable patient safety indicators, and that the letter be copied to AMO, and to the Clerks of other regional and single tier municipalities in Ontario for their information.

Attached please find a copy of Report No. MO-16-12 for your information.

If you have any questions please contact Dr. Bob Nosal, Commissioner and Medical Officer of Health.

Sincerely,



Gary Carr
Regional Chair

encl.

- c. Pat Moyle, Chief Administrative Officer, Halton Region
Dr. Bob Nosal, Commissioner and Medical Officer of Health, Halton Region
AMO
Clerks of other regional and single tier municipalities in Ontario

The Regional Municipality of Halton



The Regional Municipality of Halton

Report To:	Chair and Members of the Health and Social Services Committee
From:	Bob Nosal, Commissioner and Medical Officer of Health
Date:	April 10, 2012
Report No. - Re:	MO-16-12 - Universal Influenza Immunization Program, 2011-2012

RECOMMENDATION

THAT Report No. MO-16-12 re: "Universal Influenza Immunization Program, 2011-2012" be received for information.

REPORT

Purpose

The purpose of this report is to provide Regional Council with the details of the 2011-2012 Universal Influenza Immunization Program (UIIP), including immunization rates and related costs.

Background

In October 2000, Ontario launched the world's first Universal Influenza Immunization Program (UIIP). The UIIP makes publicly funded vaccine available to all persons six months of age and older who live, study, or work in the province. The program is now in its 12th year. The goals of the UIIP remain unchanged:

- Share important influenza information so that residents:
 - feel informed
 - can take steps to protect themselves from infection
 - know where to get more information
- Immunize as many Halton residents as possible against seasonal influenza virus
- Reduce the impact of influenza on health care services and hospital emergency rooms
- Support efforts to increase immunization of health care providers in Halton
- Minimize the number of influenza cases within Halton

The role of the Halton Region Health Department is to distribute influenza vaccine to family physicians, hospitals, long-term care homes (LTCH), health care services, and agencies conducting workplace programs. The Health Department also completes a qualification process by verifying that these settings have the appropriate vaccine storage and handling processes in place by performing cold chain inspections prior to distribution of vaccine. The Health Department promotes the annual influenza campaign, provides immunization clinics for the general public and monitors distribution and uptake of vaccine in the community. In addition to co-ordinating the program with its partners, the Health Department is responsible for documenting and reporting the influenza immunization coverage rates to the Ministry of Health and Long-Term Care (MOHLTC). The following is a list of various groups in the community that were included in the influenza immunization coverage rate as of November 15, 2011:

- Staff at hospitals: including employees, students, medical house staff, physicians, volunteers, and contract workers
- All persons who carry on activities in LTCH including employees, physicians, contract workers, maintenance workers, volunteers and other workers who come in contact with residents
- Residents of LTCH

In the 2010-2011 season, 121,625 doses of vaccines were distributed by the Health Department to physicians, hospitals, agencies, workplaces and LTCH and 13,015 doses were administered at the Health Department community clinics. This season 2011-2012, a total of 127,307 doses of influenza vaccine were distributed and 12,883 doses were administered by staff at clinics run by the Health Department.

KEY INITIATIVES:

The Halton Region Health Department uses a number of different media resources to promote influenza vaccine and community clinics. The Health Department is also responsible for vaccine distribution and support efforts in promoting influenza immunization in Halton Region's health care facilities.

1. Communications

The rate of seasonal influenza immunization has decreased across Ontario over the last few years. This year a new campaign theme, "The Flu ends with U", was created by Strategic Communications to help raise awareness among Halton residents about the importance of receiving the seasonal flu vaccine. The campaign targeted adult Halton residents (age 18 and older) and health care workers in Halton.

To the public

The UIIP campaign incorporated new tactics based on research conducted by the MOHLTC. These new tactics included various social media tools such as:

- A three-part blog series on the HaltonParents Wordpress blog
- Twitter messages promoting clinics sent out through HaltonParents Twitter account
- A targeted Facebook advertising campaign that directed traffic to halton.ca/flu

Additional communications tactics included:

- Updated materials and new digital resources on the Halton seasonal influenza website (halton.ca/flu)
- A fact sheet to help individuals to find the location and schedule of the vaccine clinics
- Media relations campaign including press releases and staff interviews with local publications
- Print advertising in local newspapers
- Coordinated messages for mobile signs that promoted flu clinic information and the halton.ca/flu web page
- Creation and distribution of printed promotional materials including posters and clinic schedules

To health care providers

Health care workers in Halton Region were also a primary audience for this year's communication activities. A 2010-2011 report to Council about the 2009-2010 season indicated that staff immunization rates in long-term care homes and retirement residences had decreased significantly compared to the 2008-2009 season. In response, specific tactics and key messages were developed to encourage this group to take responsibility for receiving the flu immunization.

Informational activities that specifically focused on hospitals and LTCH in the Region included:

- Meeting with hospital occupational health managers, infection control staff, as well as public relations officers from the hospitals to discuss strategies and activities to promote influenza immunization to their employees
- Provide "Flu ends with U" buttons to community LTCH, retirement homes, and hospitals to be given out to immunized staff
- Creating and providing posters with the tag line "Flu ends with U" to community LTCH and retirement homes and hospitals
- Meeting with health care agencies to review their influenza immunization policies for their staff working within hospitals and LTCH
- Providing influenza materials for posting and distribution to healthcare staff
- Reviewing the influenza immunization program with all LTCH

2. Vaccine Distribution

As of March 1, 2012, 127,307 doses of seasonal influenza vaccine had been distributed through the Health Department's Vaccine Depot Service. This represents 5,682 more doses than last season. Also, to ensure quality control, MOHLTC manages a prequalification process for organizations that administer vaccine. Settings such as health care agencies, retirement homes, LTCH, and workplaces that do not normally administer vaccines year-round must demonstrate that they can meet the vaccine storage and handling requirements to participate in the UIIP. The Halton Region Health Department prior to distributing influenza vaccine completed 49 cold chain inspections by verifying that these settings have the appropriate vaccine storage and handling processes in place. The distribution reported in Table I identifies the amount of vaccine received by various health care groups.

Table I: Influenza Vaccine Distribution – Number of Doses distributed to Healthcare Provider Group					
Healthcare Provider Group	2007/08	2008/09	2009/10 **	2010/11	2011/12
Physicians' Offices	83,243	82,070	57,272	86,040	91,364
Hospitals*	4,660	4,650	1,653	3,900	3,260
Long Term Care Facilities*	8,210	7,910	6,444	7,110	8,100
Nursing Agencies* & Private Companies*	19,870	15,030	4,900	11,560	11,700
Health Dept. Clinics	20,268	17,560	13,094	13,015	12,883
Total	136,251	127,220	83,363	121,625	127,307

*Includes doses administered to the general public through agency-sponsored public clinics. This does not include any adjustments for wastage.

** Does not include doses of pandemic H1N1 vaccine

Halton is responsible to ensure that vaccine is distributed to many different providers such as physicians' offices, medical clinics, workplaces, public health clinics, and pharmacies. Halton residents have a number of options to receive their influenza immunization, which increases accessibility.

3. Health Department Community Clinics

This year 30 community clinics were held between October 18, 2011, and January 19, 2012. While most clinics were offered at high schools, some were also held at Seniors' Centres and Halton workplaces (386 staff immunized) for a total of 12,883 doses.

Overall attendance at all clinics was similar to the 2010/2011 season as reflected in Table I.

4. Influenza Immunization Coverage Rates in Halton Region Healthcare Facilities

Table II reflects the influenza immunization coverage rates for staff of the hospitals as of November 15, 2011, as required by the MOHLTC. Note that the reported rates may understate the true coverage as some staff may have been immunized after the reporting date.

Table II: Influenza Immunization Staff Coverage Rate (%) – Hospitals					
Name of Institution	2007/08	2008/09	2009/10	2010/11	2011/12
Halton Healthcare Services (three sites)	56%	44%	17% seasonal 52% pH1N1	34%	43%
Joseph Brant Memorial Hospital (JBMH)	51%	32%	31% seasonal 76% pH1N1	28%	25%*

*The per cent of staff that were immunized decreased from last season, however the number of people immunized increased (last year 416, this year 596). This discrepancy can be attributed to the fact that this year JBMH in their report included all staff who carry on activities (e.g., volunteers, maintenance workers, etc.) rather than just medical personnel.

Overall, there was improved staff influenza immunization coverage at Halton Region hospitals this year. Halton Healthcare Services also offered clinics for the public to receive their immunization. However, despite education and the recommendations of the National Advisory Committee on Immunization, significant numbers of staff in acute care settings continue to not be immunized against influenza. None of the Region's hospitals achieved the targeted provincial staff worker influenza immunization rate of 70 per cent.

Table III and Table IV reflect influenza immunization coverage rates for both staff and residents of LTCH as of November 15, 2011. Note that the reported rates may understate the true coverage as some staff may have been immunized after the reporting date.

Table III: Staff Immunization Rate Long-Term Care Homes (%)						
Name of Home	2006/07	2007/08	2008/09	2009/10 Seasonal	2010/11	2011/12
Allendale Village	88	76	91	98	89	64
Bennett Health Care Centre	51	93	79	16	62	75
Billings Court Manor	61	74	61	1	40	70
The Brant Centre	80	74	66	67	57	86
Burloak LTC	87	83	55	30	62	52
Cama Woodlands	43	34	88	29	58	71
Creekway Village	77	83	92	62	71	72
Extendicare Halton Hills	73	73	53	23	38	46
Hampton Terrace Care Centre	80	78	71	9	15	55
Maple Villa LTC	91	86	89	74	72	69
Mount Nemo Christian Nursing Home	96	81	72	40	36	64
Northridge LTC	58	72	64	18	48	50
Post Inn Village	83	70	71	56	52	53
Village of Tansley Woods	94	43	70	57	42	54
The Waterford	67	93	78	61	64	72
Wellington Park Care	57	48	77	44	87	45
West Oak Village	46	56	57	11	16	21
Wyndham Manor	98	95	97	24	67	62

The staff influenza immunization rate improved this year with an average coverage rate of 60 percent, up from the previous year of 56 per cent. As shown in Table III none of Halton Region's long-term care homes met the Ministry target of 90 per cent immunization coverage for staff however, seven out of the 18 homes had two-thirds of their staff immunized (67 per cent) or more. The three Regional LTCH continued to promote influenza immunization to staff beyond November 2011, as of December 2011, Allendale Village, Creekway Village and Post Inn Village had attained a staff immunization rate of 75, 86, 69 percent respectively.

Table IV: Resident Immunization Rate Long-Term Care Homes (%)						
Name of Home	2006/07	2007/08	2008/09	2009/10 Seasonal	2010/11	2011/12
Allendale Village	99	92	92	92	93	94
Bennett Health Care Centre	90	92	89	94	88	88
Billings Court Manor	95	98	98	99	100	97
The Brant Centre	93	96	96	91	93	96
Burloak LTC	97	97	99	94	94	94
Cama Woodlands	95	87	97	98	97	97
Creekway Village	92	94	96	97	89	94
Extendicare Halton Hills	97	96	98	95	95	91
Hampton Terrace Care Centre	90	91	94	90	78	92
Maple Villa LTC	94	95	95	96	98	97
Mount Nemo Christian Nursing Home	96	97	97	97	93	93
Northridge LTC	97	99	91	89	89	94
Post Inn Village	94	97	94	86	99	90
Village of Tansley Woods	98	93	99	97	95	97
The Waterford	92	98	95	92	87	97
Wellington Park Care	83	94	92	78	86	76
West Oak Village	95	97	96	90	91	92
Wyndham Manor	97	92	94	91	92	88

Resident immunization rates in six of the 18 LTCH met or surpassed the Ministry target of 95 per cent. All but three of the remaining homes achieved over 90 per cent immunization of residents. Health Department staff will continue to support initiatives that aim to immunize this vulnerable population.

Conclusion

The Halton Region Health Department created communications strategies that promoted awareness about the importance of receiving the seasonal influenza vaccine by using many different methods of communication. The Health Department supported the administration of the UIIP program by ensuring residents can receive their influenza immunization in a variety of settings, including community clinics. In total, 5,682 more doses of vaccine were distributed this season compared to the last season. In addition, to ensure quality control, the Health Department completed 49 cold chain inspections for health care settings that provide influenza immunizations.

Finally, the Health Department collected and reported to the MOHLTC the staff influenza immunization coverage at hospital and LTCH facilities, which showed a slight improvement from the previous year. However, improvements are still necessary. This will continue to be an area of focus for the Health Department.

FINANCIAL/PROGRAM IMPLICATIONS

The MOHLTC continues to pay \$5.00 for every dose of seasonal influenza vaccine administered by the Health Department (excluding workplace clinics). This amount of per dose funding has been in place since the first UIIP campaign began in 2000. The direct cost of providing influenza vaccine services in 2011 was \$7.91. There are additional related costs which push the per dose costs higher. The UIIP costs in excess of the \$5 per dose administered are funded through the Health Department's cost-shared public health programs' budget.

RELATIONSHIP TO HALTON REGION'S 2011-2014 ACTION PLAN

The subject of this staff report is an operational matter not related to Halton Region's 2011-2014 Action Plan.

Respectfully submitted,

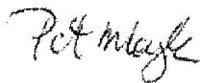


Matt Ruf
Director, Health Protection Services



Robert M. Nosal MD FRCPC
Commissioner and Medical Officer of Health

Approved by



Pat Moyle
Chief Administrative Officer

If you have any questions on the content of this report, please contact:

Matt Ruf
Kathy Jovanovic
Frances Weatherley

Tel. # 7863
Tel. # 7823
Tel. # 7332

June 5, 2012

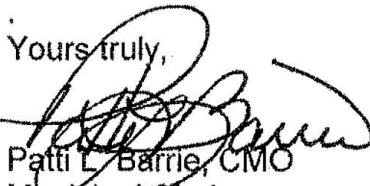
Ganaraska Region Conservation Authority
2216 County Road 28
PO Box 328
Port Hope, ON, L1A 3W4

RE: REGULATIONS FOR THE MOVEMENT OF COMMERCIAL FILL
FILE NO.: E05.GE

At a meeting held on June 4, 2012, the Council of the Municipality of Clarington considered correspondence from The Honourable Jim Bradley, Minister of the Environment and directed the correspondence be forwarded to the Conservation Authorities and all municipalities within the Province of Ontario.

Accordingly, please find the subject correspondence attached.

Yours truly,



Patti L. Barrie, CMO
Municipal Clerk

PLB/ta

cc: Kawartha Conservation Authority
Central Lake Ontario Conservation Authority
All municipalities in Ontario

5(b)

**Ministry of
the Environment**

Office of the Minister

77 Wellesley Street West
11th Floor, Ferguson Block
Toronto ON M7A 2T5
Tel.: 416 314-6790
Fax: 416 314-6748

**Ministère de
l'Environnement**

Bureau du ministre

77, rue Wellesley Ouest
11^e étage, édifice Ferguson
Toronto ON M7A 2T5
Tél. : 416 314-6790
Téléc. : 416 314-6748



12 MAY 10 PM 1:39:44

ENV1283MC-2012-01

MAY 07 2012

Ms. C. Anne Greentree, B.A., CMO
Deputy Clerk
The Municipality of Clarington
40 Temperance Street
Bowmanville ON L1C 3A6

Dear Ms. Greentree:

Thank you for your letter of December 20, 2011 informing me about the Council of the Municipality of Clarington's Resolution (#GPA-720-11) regarding regulations for the movement of commercial fill. I apologize for not replying sooner.

Over the past year, ministry staff have met with various stakeholders, including municipalities, roads associations, waste associations, professional institutions, and other provincial partners to discuss the current regulatory interpretation regarding soil movement and to discuss future soil management options.

Based on these discussions and the feedback we have received, the ministry is in the process of developing guidance related to soil management activities which focuses on commercial fill operations. The proposed guidance intends to detail the ministry's expectations for those who manage excess soils to help ensure a consistent approach across the province. The proposed guidance also encourages reuse for beneficial purposes to prevent excess soil from being unnecessarily disposed of in landfills.

Creating opportunities to renew infrastructure and promote redevelopment opportunities benefits Ontario's economy. Cost-effective, sustainable soil management practices are important to maintaining a healthy economy and a healthy environment.

Ministry staff will continue to develop guidance related to soil management activities in the province. Any further comments your municipality would like to provide would be welcome. If your office requires additional information about the work that is underway in your area, please contact Ms. Kathleen Anderson, Assistant Director of the ministry's Central Region Office at 416-326-3466.

Thank you, again, for bringing Council's resolution to my attention.

Yours sincerely,

Jim Bradley
Minister

c: Ms. Julia Munroe, MPP
York-Simcoe

DISTRIBUTION		
ORIGINAL TO: <i>AB/CF</i>		
☐ COUNCIL DIRECTION	☒ COUNCIL INFORMATION	☐ FILE
COPY TO:		
☐ MAYOR	☐ MEMBERS OF COUNCIL	☐ CAO
☐ COMMUNITY SERVICES	☐ CORPORATE SERVICES	☐ EMERGENCY SERVICES
☒ ENGINEERING SERVICES	☐ MUNICIPAL CLERK'S	☐ OPERATIONS
☐ PLANNING SERVICES	☒ SOLICITOR	☐ TREASURY
☐ OTHER _____		
MUNICIPAL CLERK'S FILE _____		



5(c)
CANADIAN
RED CROSS

**CANADIAN RED CROSS
SAULT STE. MARIE AND DISTRICT BRANCH
HOME MAINTENANCE – SNOW REMOVAL PROGRAM
May 2012**

SAULT STE. MARIE AND
DISTRICT BRANCH
103 ALLARD STREET
SAULT STE. MARIE, ON
P5B 5G2

705-769-4547

2011 – 2012 snow season 290 clients had 4254 units of service. (one unit equals one snow removal job) As a result the total \$50,000 was utilized to provide subsidies to our clients.

On average each senior received 14 units and paid \$16.44 per job. 78% of clients received subsidies. 22% paid the maximum fee of \$28.00 per job (which is a subsidy of about 1%) The contractor is paid \$28.00 plus HST for a total of \$31.64 – some are higher due to the size of the driveway. Subsidies are provided at the rate of 80%; 48% and 1% depending upon the income of the clients.

In our annual client satisfaction when asked what they would do without the Red Cross service, some responses included:

“I would have to hire someone else, and I can not afford to do so”
“Pay way too much for removal and cannot afford on fixed income”
“Would have to consider retirement home”

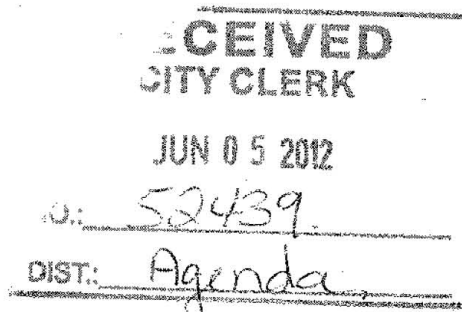
Its clear that the services provided enable these individuals to remain safely in their own homes by providing a reliable, affordable service.

78% indicated that the service impacted positively on their quality of life. 75% feel the price they pay is appropriate.

If you would like further information, or need clarification, please do not hesitate to contact me.

Respectfully submitted by,

Diane Lajambe
District Branch Manager



5(d)

ROTARY CLUB OF SAULT STE. MARIE

"SERVICE
ABOVE SELF""HE PROFITS MOST
WHO SERVES BEST"

CLUB 2776, DISTRICT 5290 ROTARY INTERNATIONAL
P.O. BOX 272
SAULT STE. MARIE, ONTARIO
CANADA P6A 5L8

TELEPHONE (705) 945-1279 ~ FAX (705) 945-5228
EMAIL: cboconnor@rotarysault.com ~ WEBSITE: www.rotarysault.com

Mayor Amaroso and Council
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

24 May 2012

Dear Mayor Amaroso and Councilors:

The Rotary Club of Sault Ste. Marie would like to request the following pertaining to the operation of ROTARYFEST 2012 for July 19 - 21, 2012 and the 90th annual Rotary Community Day parade.

A) Use of

1. Clergue and Rowsell Parks for July 14-22,
2. the Civic Centre north green space from July 14 - 22 for the midway,
3. the Civic Centre north and south parking lots for Friday evening, July 20 and all day Saturday, July 22

B) Road Closures:

For the Festival grounds:

1. Closure of Russ Ramsay Way, south of the entrance into the Senior Drop-In Centre

Parking lot; Foster Drive, east of the Civic Centre south parking lot west entrance

Hours: 7:00 am to 5:30 pm 21 July 2012

For the 90th anniversary of the Rotary Community Day Parade:

2. Closure of Bay Street from Brock Street to Pim Street

Hours: 9:00 am to 12:00 pm 21 July 2012

3. Closure of lower Pim St. from Bay St. to Queen St.

Hours: 9:00 am to 12:00 pm 21 July 2012

4. Closure of Queen St. East from Pim St. to Gore St.

Hours: 10:00 am to 1:00 pm 21 July 2012

For The Tenaris Second Stage:

5. Queen Street between East and Brock Streets

Hours: 3:00 pm to 11 pm 20 July 2012

1:00 pm to 12 am 21 July 2012

5(d)

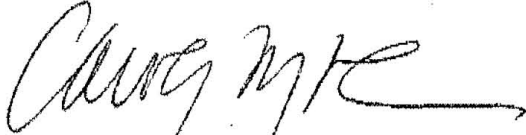
C) By-law

Control of what takes place on the festival grounds, adjacent sidewalks and streets during the operation of the festival, especially pertaining to vendors. Anyone wishing to sell or demonstrate products on the grounds must first receive permission to do so from the ROTARYFEST committee. A fee may apply.

- 1) Russ Ramsay Way south of the entrance to the Senior Drop In Centre;
- 2) Foster Drive from Russ Ramsay Way to the east entrance to the south Civic Centre parking lot;
- 3) On the south side of Bay Street between Brock and East Streets, including the sidewalk;
- 4) Lower East Street south of Bay Street

On behalf of Rotary, I would like to thank you for your cooperation in this matter.

Sincerely,



Carolyn Bunting O'Connor
Events Manager

cc: David K. Marshall, Parade Chairperson
Margaret Hazelton, CSD

Attachments: Temporary Street Closure – sign off forms

5(d)

06/01/2012 20:19 705-945-5228

ROTARY SSM

PAGE 02/02

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Cardyn Bunting O'Connor TELEPHONE: 705-945-1279

ADDRESS: 364 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached
(Name of street to be closed)

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

on the _____ day of _____, 20____ from _____ am/pm to _____ am/pm
for the purpose of Rotary Fest, The Saint's Summer Festival!

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 *Jim Elliott*

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.) 705 945 6863
Telephone 946-1227
Fax 945-6883 - 705-945-6877
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.)

5(d)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carlynn Bunting O'Connor TELEPHONE: 705-945-1279
ADDRESS: 364 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the _____ day of _____, 20____ from _____ am/pm to _____ am/pm
for the purpose of Rotary Fest, The Saint's Summer Festival!

APPROVALS SECTION:

✓ 1. ✓ Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7829
580 Second Line East

Sgt. R. Magnan # 209 JUN 05 2012

Signature of Official

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

Signature of Official

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

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.) 705 945 6863
Telephone 946-1227
Fax 945-6863 - 705-945-6877
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.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carshyn Bunting O'Connor TELEPHONE: 705-945-1279
ADDRESS: 364 Queen St. East POSTAL CODE: M6A 1Z1

The above person hereby makes application for the closing of

See attached
(Name of street to be closed)

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

on the _____ day of _____, 20 _____ from _____ am/pm to _____ am/pm
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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.) 705 945 6263
Telephone 946-1227
Fax 945-6883 - 705-945-6877
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.)

Mon. 5. 2012: 9:16AM 705-945-5228

ROTARY SSM

No. 0146 P. 2 02/02

5(d)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carolyn Bunting O'Connor TELEPHONE: 705-945-1279
ADDRESS: 304 Queen St. East POSTAL CODE: M6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the _____ day of _____, 20____ from _____ am/pm to _____ am/pm
for the purpose of Rotary Fest, The Saint's Summer Festival!

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 <i>Jim Elliott</i> | 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.) 705 945 6863
Telephone 946-1227
Fax 945-6883 - 705-945-6877
65 Old Garden River Road
<i>R. H. H.</i> | 6. ✓ Downtown Association ✓
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|--|--|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carlynn Bumbry O'Connor TELEPHONE: 705-945-1279
ADDRESS: 364 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

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

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for the purpose of ROTARY FEST, The Saint's Summer Festival!

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 Tapscott Street

Signature of Official

✓ 3. ✓ Public Works & Transportation Dept.
Telephone 641-7000
Fax 541-7010
128 Sackville Road *Jim Elliott*

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.) 705 945 6863
Telephone 946-1227
Fax 946-6883 - 705-945-6877
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.)

5(d)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carlynn Bunking O'Connor TELEPHONE: 705-945-1279
 ADDRESS: 304 Queen St. East POSTAL CODE: P6A 1Z1

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 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

✓ 3. ✓ Signature of Official
 Public Works & Transportation Dept.
 Telephone 541-7000
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 128 Sackville Road *Jim Elliott*

4. ✓ Signature of Official
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 Telephone 759-5320
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 111 Huron Street

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 Centre (C.A.C.C.) 705 945 6863
 Telephone 946-1227
 Fax 945-8883 - 705-945-6877
 65 Old Garden River Road

6. ✓ Signature of Official
 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.)

5(d)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Varpio TELEPHONE: 942-291

ADDRESS: 496 Queen St. POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of
Queen St.

(Name of street to be closed)

from East Street to Dennis St.
(reference points - street numbers, cross streets, etc.)

on the 19 day of July, 20 12 from 6 am/pm to 11 am/pm
for the purpose of Downtown Bays

APPROVALS SECTION:

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

Sgt. R. Maghan #209 MAY 29 2012

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature 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.)

5(d)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Varpio TELEPHONE: 942-29
 ADDRESS: 496 Queen St. POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of
Queen St.

(Name of street to be closed)

from Pilgrimage Street to Dennis St.
 (reference points - street numbers, cross streets, etc.)

on the 19 day of July, 20 12 from 6 am/pm to 11 am/pm
 for the purpose of Downtown Days

APPROVALS SECTION:

1. Police Services, Traffic Dept.
 Telephone 949-6300 ext 348
 Fax 759-7820
 680 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

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 Telephone 541-7000
 Fax 541-7010
 128 Sackville Road

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 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.)

P. 002/002

P. 006

FAX: 705 942 6368

FAX: 705 942 6368

MAY-31-2012 THU 12:23 PM DOWNTOWN ASSOCIATION
 MAY-31-2012 THU 12:23 PM FAX: 705 942 6368
 MAY-31-2012 THU 12:23 PM FAX: 705 942 6368

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Varpio TELEPHONE: 942-2919
 ADDRESS: 496 Queen St. POSTAL CODE: P6A 1Z8

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

Signature of Official

Signature of Official

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 Telephone 541-7000
 Fax 541-7010
 128 Sackville Road

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 Telephone 759-5320
 Fax 759-5834
 111 Huron Street

Signature of Official

Signature of Official

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 (QUEEN STREET CLOSINGS ONLY)

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Signature of Official

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 (date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

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 for the purpose of Downtown Days

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:

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5(d)

TEMPORARY STREET CLOSURE - APPLICATION FORM

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 Fax 945-8883
 65 Old Garden Road

Signature of Official

6. Downtown Association
 Telephone 942-2919
 Fax 942-8368
 496 Queen Street East
 (QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on

(date)

(By-law No.)

5(d)

110 Promenade Drive
Sault Ste. Marie, ON
P6B 5J6

May 31, 2012

Malcolm White
City Clerk
City of Sault Ste. Marie, ON
Level IV-Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON
P6A 5X6

Subject: 2012 Sault Youth Association Buskerfest

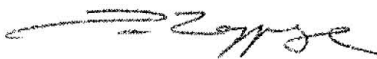
Dear Malcolm,

Please find enclosed a Temporary Street Closure Application, with all signatures required and our Proposal for Vendor By-Law for the 2012 Sault Ste. Marie Buskerfest we are planning for August 10 to August 12, 2012.

The street closure will be along Queen Street from East Street to Brock Street and will be used as the venue for performers and local vendors.

We trust that these documents are adequate for your consideration. Please advise when Buskerfest will be included on Council's agenda, so a member of the Buskerfest Committee will be present to answer any questions. In the meantime, if there is anything else we can provide in support of our application you may reach me at 759-2954 or tlappage@hotmail.com.

Sincerely,



Tara Lappage
Buskerfest Event Planner

5(d)

110 Promenade Drive
Sault Ste. Marie, ON
P6B 5J6

May 31, 2012

Malcolm White

City Clerk
City of Sault Ste. Marie, ON
Level IV-Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON
P6A 5X6

Subject: 2012 Sault Youth Association Buskerfest Vendor Committee Approval

Dear Malcolm,

Sault Ste. Marie Buskerfest is requesting City Council approval to pass a bylaw for our 2012 Buskerfest on Vendor Committee Approval. This bylaw was passed for the 2007-2011 Buskerfest events and we are looking to sustain this aspect of the festival.

The bylaw would state that all vendors that would like to set up and sell their goods and services, on or near the festival site must be approved by the Buskerfest. This would ensure that all vendors who are participating in the festival have and will follow the guidelines and regulations set out by the committee. We would like to reserve the right to remove any vendors whom do not follow protocol, abide by this bylaw and follow the stipulations regarding vending during the festival and on or near the festival grounds.

The 2012 Buskerfest will take place from August 10-12, 2012 on Queen Street from East to Brock Street.

We thank you for the City's continued support for this festival and of Buskerfest.

Sincerely,



Tara Lappage
Buskerfest Event Planner

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: TARA LAPPAGE TELEPHONE: 769 2954

ADDRESS: 110 PROMENADE DRIVE POSTAL CODE: P6B 5J6
SSM, ON

The above person hereby makes application for the closing of

QUEEN ST. BETWEEN EAST AND ROCK.
(Name of street to be closed)

from EAST ST. to ROCK ST.
(reference points - street numbers, cross streets, etc.)

August 10, 2012 3:30pm - 11:00pm.
on the August 11, 2012 11:00am - 11:00pm.
August 12, 2012 11:00am - 7:00p.m.
for the purpose of BUSKER FEST

APPROVALS SECTION:

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


Signature of Official
Sgt. R. Magnan # 209 MAY 17 2012

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

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

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

Signature of Official

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

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-8388
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: TALA LAPPAGE TELEPHONE: 759 2954

ADDRESS: 110 PROMENADE DRIVE POSTAL CODE: R6B 5J6
SSM, ON

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

Signature of Official

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Telephone 949-3335/949-3387
Fax 949-2341
72 Trenchard 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

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Telephone 946-1227
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Fax 942-6388
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

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(date) (By-law No.)

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CONTACT NAME: TARA LAPPAGE TELEPHONE: 769 2954ADDRESS: 110 PROMENADE DRIVE POSTAL CODE: P6B 5J6
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Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official_____
Signature of Official

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

4. Transit/Parking
Telephone 759-5320
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 945-6683
65 Old Garden River Road

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

Signature of Official_____
Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: TARA LAPPAGE TELEPHONE: 759 2454ADDRESS: 110 PROMENADE DRIVE POSTAL CODE: R6B 5J6
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Signature of Official_____
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(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
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(Name of street to be closed)

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Fax 759-7820
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Fax 949-2341
72 Tancred Street

Signature of Official

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Fax 541-7010
128 Sackville Road

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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 948-1227
Fax 945-8883
65 Old Garden River Road

6. Downtown Association
Telephone 942-2019
Fax 942-8368
486 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

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65 Old Garden River Road6. Downtown Association
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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.)



NOMINATION FORM

2012 – 2014 AMO Board of Directors

- It is the responsibility of the person nominated to file a complete and accurate Nomination Form.
- Nominations will be accepted no later than **4:00 PM Friday, June 22, 2012**
- Resolution of support from nominee's municipality must be attached, and must specify the Caucus.

Send completed forms to:

Pat Vanini, Executive Director
 Association of Municipalities of Ontario,
 200 University Avenue, Suite 801
 Toronto, ON M5H 3C6
 FAX to: 416-971-6191

Nominee's Name as it is to appear on the ballot Lou Turco		Nominated for the Office of <i>Check One Only</i>	
Nominee's Municipality City of Sault Ste Marie		President	☐
Is Municipality currently a paid member of AMO? (Yes) No		Secretary-Treasurer	☐
Nominee's Municipal Title City Councillor		Director County Caucus	☐
		Director Large Urban Caucus	☒
Nominee's Preferred Contact Information		Director Northern Caucus	☐
		Director Regional & Single Tier Caucus	☐
Address 22 Albert Street West		Director Rural Caucus	☐
		Director Small Urban Caucus	☐
Town/City Sault Ste Marie	Postal Code P6A 1B3		
Business Telephone: 705-253-4070		Mobile:	
Fax 705-945-0037		Email l.turco@cityssm.on.ca	

☐ Council Resolution confirming Caucus and Council support for the nomination is ATTACHED.

CONSENT OF NOMINEE AND STATEMENT OF QUALIFICATION

I, **Lou Turco**, the Nominee mentioned in this Nomination Form do hereby consent to such nomination and declare that I am qualified to be elected and to hold the office for which I am nominated.

Dated: **03 June 2012** Signature: **Lou Turco**
Signature of Nominee

CERTIFICATE OF AMO'S CHIEF RETURNING OFFICER

Date Nomination Form Received at AMO offices: _____

I, the Chief Returning Officer, appointed by the Association of Municipalities of Ontario, to officiate over these elections, do hereby certify that I have examined the Nomination form of the aforementioned Nominee filed with me and am satisfied that such Nominee is qualified to be nominated to the office indicated above.

Dated: _____ Signature: _____
Chief Returning Officer

5(g)

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2012 06 11

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR READY-MIX CONCRETE

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Ready-Mix Concrete as required during the 2012 Construction Season.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held May 2, 2012, with Councillor Susan Myers representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Ms. Susan Hamilton Beach, Deputy Commissioner of Public Works and Transportation, and the low tendered prices, meeting specifications, have been identified on the attached summary.

IMPACT

Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN

Purchase of Ready-Mix Concrete is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

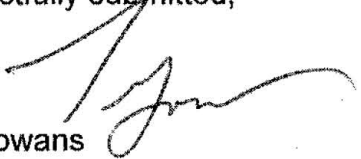
It is therefore my recommendation that the tender for the supply of Ready-Mix Concrete be awarded to Caswell Concrete Products, for a one year period. A budgeted limit of \$135,000.00 will be set, all at their firm low tendered prices.

-More-

2012 06 11
Page 2

This report is submitted for Council's approval.

Respectfully submitted,


Tim Gowans
Manager of Purchasing

TG:nt
Attach.

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$135,000.00 - TO BE DRAWN FROM VARIOUS PUBLIC WORKS STREET MAINTENANCE ACCOUNTS

RECEIVED: May 2, 2012
FILE: #2012WA03T

SUMMARY OF TENDERS
READY-MIX CONCRETE

Firm Prices for One Year Period (taxes extra) - June 1, 2012 to May 31, 2013

<u>Description</u>	<u>2011 QUANTITY</u>	<u>Caswell Concrete Prod. Sault Ste. Marie, ON</u>		<u>Fisher Wavy Inc. Sault Ste. Marie, ON</u>		<u>Lafarge Sault Ste. Marie, ON</u>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
20Mpa Ready-Mix Concrete (CSA 23.1)	0.50	\$191.00	\$ 95.50	\$184.00	\$ 92.00	\$183.00	\$ 91.50
25Mpa Ready-Mix Concrete (CSA 23.1)	2.00	\$198.00	\$ 396.00	\$194.00	\$ 388.00	\$193.00	\$ 386.00
32Mpa Ready-Mix Concrete (CSA 23.1)	436.50	\$209.00	\$ 91,228.50	\$194.75	\$ 85,008.38	\$194.75	\$ 85,008.38
Unshrinkable Fill	8.50	\$144.00	\$ 1,224.00	\$134.00	\$ 1,139.00	\$132.00	\$ 1,122.00
Additional cost for Heating	20.25	\$27.00	\$ 546.75	\$27.00	\$ 546.75	\$26.50	\$ 536.63
Underload Charge - Loads under 2.0 cu.m.	4.00	\$105.00	\$ 420.00	\$105.00	\$ 420.00	\$115.00	\$ 460.00
Underload Charge - Loads greater than 2.0 cu.m. but less than 3.0 cu.m.	90.00	\$0.00	\$ -	\$105.00	\$ 9,450.00	\$115.00	\$ 10,350.00
Additional cost for use of truck with conveyor	5.00	\$165.00	\$ 825.00	\$160.00	\$ 800.00	\$160.00	\$ 800.00
Subtotal:			\$ 94,735.75		\$ 97,844.13		\$ 98,754.50
H.S.T. (13%):			\$ 12,315.65		\$ 12,719.74		\$ 12,838.09
Total:			\$ 107,051.40		\$ 110,563.86		\$ 111,592.59
Remarks:		Underload charge less than 2.0 cu.m. (4)		Underload charge less than 3.0 cu.m. (94)		Underload charge less than 3.0 cu.m. (94)	

Note: The low tendered prices, meeting specifications, are boxed above.
The above quantities represent a projection of anticipated usage and are based on actual invoicing for the 2011 season.
It is my recommendation that the low tendered prices submitted by Caswell Concrete Products, be accepted.

Tim Gowans
Manager of Purchasing

5(9)

5(h)

Peter A. Liepa
City Tax Collector



Finance Department
Tax & Licence Division

2012 06 11

Mayor Debbie Amaroso and
Members of City Council

RE: Property Tax Appeals

PURPOSE

Council approval is required pursuant to Section 357 of the Municipal Act.

BACKGROUND

Listing of applications received for adjustment of realty taxes pursuant to Section 357 of the Municipal Act.

ANALYSIS

The Municipal Property Assessment has recommended the amount of assessment to be adjusted.

IMPACT

There is an annual budget allocation for tax write-offs.

STRATEGIC PLAN

Not applicable

RECOMMENDATION

That the report of City Tax Collector dated 2012 06 11 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,

Peter A. Liepa
City Tax Collector

Recommended for approval,

William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5269 ~ Fax: (705) 759-1842
www.cityssm.on.ca ~ p.liepa@cityssm.on.ca

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

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

DATE: 2012-06-11
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	REASON FOR APPEAL	PROPERTY CLASS	TAX YEAR	CANCELLATION TAXES	TOTAL ADJUSTMENT
020-042-107-00	00376 Queen Street E.	The Indian Friendship Centre	Property Became Exempt After Return of Roll	CT	2012	808.99	808.99

Certified Correct:

TOTAL **808.99**


Peter A. Liepa
City Tax Collector

5(h)

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

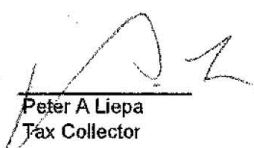
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2009

DATE: 06/11/12
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES INTEREST	TOTAL ADJUSTMENT
020-038-080	00169 Spring Street	Waabinong Head Start Family Resource Centre	CT	A	09-021	6,525.83	6,525.83

Certified Correct:

TOTAL 6,525.83 0.00 6,525.83


Peter A Liepa
Tax Collector

A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

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

5(h)

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

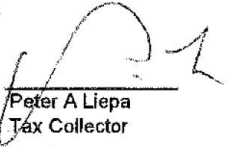
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2010

DATE: 06/11/12
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES INTEREST	TOTAL ADJUSTMENT
020-038-080	00169 Spring Street	Waabinong Head Start Family Resource Centre	CT	A	10-059	6,255.67	6,255.67

Certified Correct:

TOTAL 6,255.67 0.00 6,255.67


Peter A Liepa
Tax Collector

A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

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

5661

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

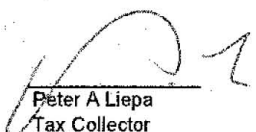
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2011

DATE: 06/11/12
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
020-038-080	00169 Spring Street	Waabinong Head Start Family Resource Centre	CT	A	11-052	6,955.64		6,955.64

Certified Correct:

TOTAL 6,955.64 0.00 6,955.64


Peter A Liepa
Tax Collector

A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

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

564

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

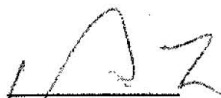
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2012

DATE: 06/11/12
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES INTEREST	TOTAL ADJUSTMENT
020-042-244	00320 Bay Street	1159337 Ontario Ltd.	CT	F	12-001	19,378.30	19,378.30

Certified Correct:

TOTAL 19,378.30 0.00 19,378.30


Peter A Liepa
Tax Collector

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

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

564
(475)



June 11, 2012

Mayor Debbie Amaroso and
Members of City Council

DOG PARK AND GRAVITY PARK PROJECTS

PURPOSE

The purpose of this report is to update Council on the Dog Park and the Gravity Park and to determine if Council wishes the Parks and Recreation Advisory Committee (PRAC) and staff to resume working on these projects.

BACKGROUND

- May 9, 2011 - Council resolution requested the PRAC to provide Council potential funding requirements for the City portion of both the Dog Park and Gravity Park.
- June 20, 2011 - An Open House was held at the John Rhodes Community Centre for neighbours in the vicinity of the proposed Gravity Park. There was much opposition to the proposed development from the citizens in and around the Village Court area.
- June 27, 2011 - Council resolution (attached) put on-hold the final approval of any new non-traditional uses of public lands until a report setting out the specific time frames as well as costs for various Master Plans, including the Parks Master Plan, is completed.
- November 7, 2011 - A report to Council outlined the associated costs and timeframes for the various Master Plans as provided by Montieth Brown Planning Consultants. The subsequent Council resolution referred the matter to the appropriate staff and the PRAC for consultation with other municipalities of similar size and to report back to Council.
- November 21, 2011 - A report to Council (attached) from PRAC, provided an update on the status of the Dog Park and Gravity Park projects.
- February 21, 2012 - Council did not approve the proposed Grotto development at Bellevue Park.

ANALYSIS

These two projects were put on hold as a result of the June 27, 2011 Council resolution that directed all new non-traditional uses of public lands be deferred until the review of the Parks Master Plans was concluded. Since June 27, 2011 Council has provided direction, by way of resolution, on how to proceed with the Master Plans; however, there has been no formal approval to continue working on the Dog Park and Gravity Park.

It is staff's recommendation that work on the Dog Park project resume for two reasons. First, the project was well into the development phase prior to the June 27, 2011 Council resolution that put it on hold. Second, the proposed location is not in an existing park; however it is on land that is zoned Parks and Recreation.

With regards to the Gravity Park, it also was into the development stage prior to the June 27, 2011 Council resolution. Staff recommends resuming this project and would, in the near future, bring forward to Council, the results of the Open House that was conducted.

PRAC discussed this matter at their May meeting and they support resuming work on both projects.

There has been a new development in the Dog Park project. Recently it was learned that Regina, Saskatchewan is using their outdoor rinks as dog parks during the off season. Staff believes this idea has merit and should be explored in conjunction with the larger Dog Park identified on the Strathclair Park property next to the Humane Society.

IMPACT

The Dog Park is estimated to cost \$69,000 which includes landscaping the site to make it safe for public use, developing a gravel parking area, providing an access path to the enclosure from the parking area, supplying non-potable water to the site for dogs only and installing a six-foot chain link fence around the perimeter with a separate fence inside to separate small dogs from large dogs. Annual ongoing maintenance is estimated by the Public Works and Transportation - Parks Division - to be \$8,500.

The capital construction cost for the Gravity Park is estimated at \$45,000 which includes professional fees. Annually, \$10,000 would be required for maintenance and insurance costs. The City's insurer has stated that an insurance premium would be associated with the implementation of a Gravity Park - \$1,400 annually.

It is anticipated that the Sub-Dividers Reserve Fund will be used to either fund, to some extent, the Dog Park and/or the Gravity Park. The lighting for slopitch fields at Strathclair Park project is also seeking funding avenues. In addition, staff have been approached from user groups on two other projects - artificial turf for Rocky DiPietro Field and Phase 2 of the Skatepark.

The City is insured for \$15 million per occurrence. Although this sounds like a large amount of coverage, it can easily be spent, for example, if a few people get injured in one event, in which case the City would be responsible to cover the shortfall. The City's deductible for an insurance claim is \$50,000. It is important to note this because there is a greater risk of an injury at a Gravity Park due to the nature of the activities taking place. The Legal Department has stated to City Council that their budgeted allowance for claims has been over-budget due to the increase in the deductibles that are paid out.

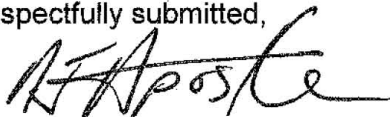
STRATEGIC PLAN

The Leash Free Dog Park is specifically mentioned in the Corporate Strategic Plan – Directive 3 – Enhancing Quality of Life; Objective 3B – Planning for the Future. The Gravity Park, however, is not mentioned in the Plan but is encompassed in the general wording of Objective 3B which states "Other municipal parks and recreation properties/facilities".

RECOMMENDATION

That the report of June 11, 2012 concerning Dog Park and Gravity Park projects be received and the recommendation that the appropriate staff and the Parks & Recreation Advisory Committee resume reporting on these projects, be approved.

Respectfully submitted,

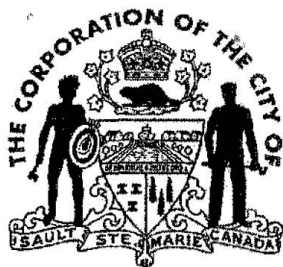


Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



CITY COUNCIL RESOLUTION

Date: June 27, 2011

Agenda Item

7(a)

MOVED BY
SECONDED BY

Councillor
Councillor

P. Mick
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

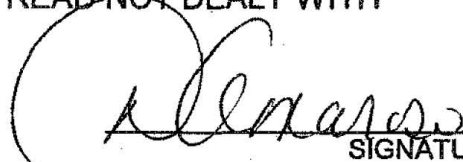
Whereas the proposal was presented and considered by City Council at its meeting of September 13, 2010, where it received support from the Economic Development Corporation and Tourism Sault Ste. Marie, given its potential as a destination attraction in a growing religious travel market; and

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

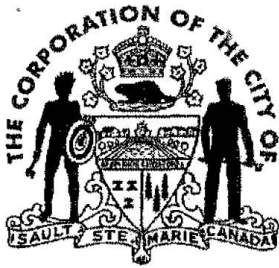
Whereas since this preliminary approval, the current Council, which includes six new members, has received considerable negative feedback about the appropriateness of the location for the proposed grotto, resulting in a public meeting being held on June 16, 2011 to allow an appropriate forum for the discussion of such concerns; and

...2

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


SIGNATURE

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



CITY COUNCIL RESOLUTION

Date: June 27, 2011

Agenda Item

7(a)

MOVED BY
SECONDED BY

Councillor
Councillor

P. Mick
P. Christian

Page two

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;

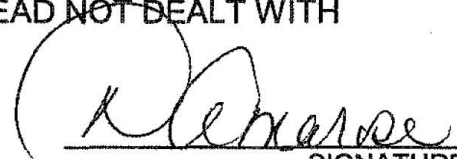
Now Therefore Be It Resolved that staff provide to Council a further report setting out the specific steps and timeframes, as well as costs, if any, for such a review; and

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

☒ CARRIED
☐ REFERRED

☐ DEFEATED
☐ OFFICIALLY READ NOT DEALT WITH

☐ AMENDED ☐ DEFERRED


SIGNATURE

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

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

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



2011 11 21

Mayor Amaroso
and Members of City Council

LEASH FREE DOG PARK AND GRAVITY PARK UPDATE

PURPOSE

This report is in response to the City Council resolution dated May 9, 2011:

"Whereas two possible park projects may be seeking support from the sub-dividers reserve fund: gravity park and dog park; and
Whereas no recent information has come to City Council as to the status of the dog park,
Therefore Be It Resolved that the Parks and Recreation Advisory Committee provide City Council with an update within one month for the dog park; and further that P.R.A.C. be asked to comment on both projects, including potential funding requirements for the City portion."

UPDATE – DOG PARK

City staff from the Community Services Department and Public Works and Transportation Department, along with the Parks and Recreation Advisory Committee have been meeting with representatives of a new dog owners group who have an interest in pursuing the development of a leash-free dog park in the City. They are called Legal Off Leash Dog Owners' Group of Sault Ste. Marie (LOLDOGS), which is incorporated as a not-for-profit organization with a formal board of directors. This group formally supports the establishment of a leash free dog park at the site recommended in 2008 by the Parks and Recreation Advisory Committee (P.R.A.C.) and subsequently endorsed by City Council. This site is located on the City property adjacent to the Humane Society.

The group has stated that they are committed to the following:

- fund raising to help pay for the development of the leash free park;
- provide volunteers at the site to educate the public;
- assist in developing rules and regulations for the park;
- work with the Humane Society to increase the number of dog licenses sold;
- encourage the public to adopt dogs from the Humane Society;
- work to establish other initiatives to promote use of the park.

- more -

File Gravity Park

LEASH FREE DOG PARK AND GRAVITY PARK UPDATE

2011 11 21

Page 3

Preliminary costs to develop the park have been established by City staff in consultation with LOLDOGS. Costs were established based on a 4.6 acre site approximately 400 feet by 500 feet. A site plan is attached for reference. A cost estimate of \$69,000 includes landscaping the site to make it safe for public use, developing a gravel parking area, providing an access path to the enclosure from the parking area, supplying non-potable water to the site for dogs only and installing a six-foot chain link fence around the perimeter with a separate fence inside to separate small dogs from large dogs. Annual ongoing maintenance is estimated by the Public Works and Transportation, Parks Division to be \$8,500. The City's insurance provider has stated that there would be no additional cost to insure the site as long it is operated by the City; however it is important to note that the City's risk of a lawsuit will increase with the implementation of this park (further information is noted below under the IMPACT section). Not included in the cost estimate is lighting, signage, furnishings such as park benches and shade cover, potable water and restrooms. Emergency access to a telephone would be available at the Humane Society office.

UPDATE - GRAVITY PARK

A report was provided to City Council by the Commissioner of the Community Services Department, on May 9, 2011 outlining the costs for the proposed Finn Hill Gravity Park (attached). The first step in the process was to have a public consultation on the project. This took place on June 20, 2011. The next stage is to engage an architect who has experience in gravity parks, to review the existing design, and produce construction drawings. The final stage would be to construct the Gravity Park.

Capital construction cost is estimated at \$45,000 which includes professional fees. Annually, \$10,000 would be required for maintenance and insurance costs. The City's insurer has stated that an insurance premium would be associated with the implementation of a Gravity Park - \$1,400 annually. It is important to note that the risk of an injury and subsequent lawsuit will increase with the implementation of this park (further information is noted below under the IMPACT section).

IMPACT

The City is insured for \$15 million per occurrence. Although this sounds like a large amount of coverage, it can easily be spent, for example, if a few people get injured in one event, in which case the City would be responsible to cover the shortfall.

The City's deductible for an insurance claim is \$50,000. It is important to note this because there is a greater risk of an injury at a Gravity Park due to the nature of the activities taking place. The Legal Department has recently stated to City Council that their budgeted allowance for claims has been over-budget due to the increase in the deductibles that are paid out.

At the June 27, 2011 meeting City Council passed a comprehensive resolution (attached) that included deferring final approval of any non-traditional uses of public recreational lands until after the items in the resolution have been concluded. In order to develop priorities, the Parks and Recreation Advisory Committee recommends that the development of the Master Plans include a process for assessing and funding proposed and future non-traditional uses of park land in the city.

LEASH FREE DOG PARK AND GRAVITY PARK UPDATE

2011 11 21

Page 3

Current projects being considered for funding from the Sub-dividers Reserve Fund include the Leash Free Dog Park, the Gravity Park, and lighting for slo-pitch fields at Strathclair Park. In addition, staff have been speaking with user groups on two other projects; artificial turf for Rocky DiPietro Field and Phase 2 of the Skatepark.

STRATEGIC PLAN

The Leash Free Dog Park is specifically mentioned in the Corporate Strategic Plan – Directive 3 – Enhancing Quality of Life; Objective 3B – Planning for the Future. The Gravity Park, however, is not mentioned in the Plan but is encompassed in the general wording of Objective 3B which states "Other municipal parks and recreation properties/facilities".

RECOMMENDATION

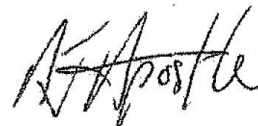
That the report of the Manager of Recreation and Culture on behalf of the Parks and Recreation Advisory Committee concerning the update on the Leash Free Dog Park and Gravity Park be received as information.

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

Approved by,



Joseph J. Cain
Manager Recreation and Culture Division



Nicholas J. Apostle
Commissioner Community Services

please email report to council gravity park and dog park update nov 21 2011

cc: N. Kenny, City Solicitor
B. Freiburger, Commissioner of Finance & Treasurer

attachments



2011 05 09

Mayor Debbie Amaroso
and Members of City Council

Finn Hill Gravity Park

City Council at their April 18, 2011 meeting deferred the Finn Hill Gravity Park Report and asked staff to include in the report a plan for moving the project forward.

Background Information

At the April 12, 2010 City Council meeting the following resolution was approved:

*"Whereas a number of individuals have expressed interest in a municipally built and maintained multi-use gravity park;
And Whereas multi-use gravity parks for the use of non-motorized bicycles in summer and snowboards in winter can range from the very simple to the very complex;
And Whereas many municipalities operate multi-use gravity parks as a component of community services;
Now Therefore Be It Resolved that appropriate staff be requested to report back to Council as to: the cost to the City of building and maintaining a multi-use gravity park, including the cost of insurance; and identifying potential locations for a multi-use gravity park."*

✓ Shortly after the April 12, 2010 City Council meeting, an informal user group committee was formed to address the design of the Gravity Park and the associated construction costs. The following groups participated in the preparation of the attached report which details the design and construction costs for the Gravity Park:

1. Sault Cycling Club
2. Parks and Recreation Advisory Committee
3. Searchmont and Area Freestyle Association
4. Superior Community Skatepark Association
5. Sault College
6. Community Services Department

The Committee is recommending that the Gravity Park be located at Finn Hill, specifically, on the southerly portion of the hill (see attached diagram). The location is in close proximity to the Hub Trail which would allow for easy access to the site by BMX users. Staff from the Community Services Department, Public Works & Transportation Department, and Planning Division are in agreement with the location.

It is staff's opinion that the Gravity Park would not affect the current uses of Finn Hill (tobogganing). Presently, snowboarders do create and use a few snowboarding elements in the vicinity of the proposed Gravity Park.

The estimated construction cost noted in the Committee's report is \$31,220. Staff recommends a cost of \$45,000. This increase allows for a contingency for any unforeseen issues, as well as professional services that will be required for design and construction work. The annual maintenance cost for the park is estimated, by the Parks Division staff, to be approximately \$8,600.

Insurance Implications and Costs

The Legal Department reviewed the location and program of the Gravity Park with the City's Insurance Company. They provided suggestions for the design, use, maintenance and signage at the Gravity Park, all of which is similar to what is in place at the Skatepark facility. They also stated that an insurance premium would be associated with the implementation of a Gravity Park - \$1,400 annually.

The City is insured for \$15 million per occurrence. Although this sounds like a large amount of coverage, it can easily be spent, for example, if a few people get injured in one event, in which case the City would be responsible to cover the shortfall.

The City's deductible for an insurance claim is \$50,000. It is important to note this because there is a greater risk of an injury at a Gravity Park due to the nature of the activities taking place. The Legal Department has recently stated to City Council that their budgeted allowance for claims has been over-budget due to the increase in the deductibles that are paid out.

Moving the Project Forward

The first step in this process is to have a public consultation with the residents of the area. This will allow the residents to review the project and comment on it. That information would then come back to Council. The consultation procedure would be the same procedure that is used by the Planning Division. Residents who own property within 120 meters of the development would be sent a letter regarding the project and inviting them to an "open house". They would also be able to submit comments by email, letter, or fax.

After the public consultation stage and upon the direction of Council, the next stage would be to engage an architect, who has experience in Gravity Parks, to review the design and produce construction drawings. The cost to develop this information is estimated to be \$8,000 to \$10,000 however this will need to be confirmed. This process would include an estimated cost of construction. This component could be funded from the "5% Subdividers General Reserve Fund". This would allow for the project to be ready should funding become available; and in addition, it would allow the informal user group committee to fundraise and seek in-kind donations for certain aspects of the project.

Upon completion of the above stage, the informal user group committee can determine which components of the construction they are able to assist with i.e. obtaining the specified fill.

5(1)

The remaining funding for this project (construction costs and on-going operating costs), in staff's opinion, should be part of the budget process. This would allow it to be evaluated along with other City projects including the numerous supplemental and on-going budget items that were identified in the 2011 budget. This is an important step in the process particularly because the 2011 budget meeting saw City Council wrestle with the impact of the tax increase, including their consideration of service cuts to achieve a lower tax increase.

Cautions

There are other current projects that are seeking funding as well:

- Strathclair Park – Lighting for slopitch field
- Strathclair Park Study
- Dog Park

Furthermore, the West End Community Centre will come on-line in March 2012 and the operating costs, estimated to be \$50,000 - \$100,000, will be an addition to the budget.

Recommendation

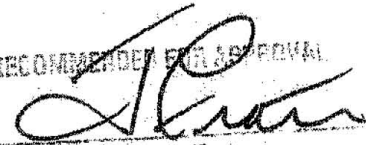
It is recommended that City Council thank the Gravity Park informal user group committee for its work. It is also recommended that Council approve the appropriate staff to commence a public consultation process with the residents in the vicinity of the Gravity Park project; and furthermore, to report back to Council with the results of the public consultation along with any recommendations.

Respectfully submitted,



Nicholas J. Apostie
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Friesel
Chief Administrative Officer

cc: A. Riopell, Sault Cycling Club
D. McConnell, Manager of Planning
J. Elliot, Commissioner Public Works
L. Bottos, Corporate Counsel
B. Freiburger, Commissioner of Finance & Treasurer

\\oss admin\council\fin hill gravity park may 9

attachments

GRAVITY PARK REPORT for CITY COUNCIL

Background

In April 2010 City Council passed a resolution that states:

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

And Whereas multi-use gravity parks for the use of non-motorized bicycles in the summer and snowboards in the winter can range from the very simple to the very complex;

And Whereas many municipalities operate multi-use gravity parks as a component of community services;

Now Therefore Be I Resolved that appropriate staff be requested to report back to Council as to: Cost to the City of building and maintaining a multi-use gravity park, including the cost of insurance; and identifying potential locations for a multi-use gravity park.

A gravity park is a terrain park with natural elevations that allow a biker or snowboarder elevations to gain natural speed, plenty of room on the slope that allows for the inclusion of natural turf features in the park.

A Community and City staff committee was formed to review Gravity Parks, costs and potential location in Sault Ste. Marie.

Committee Members:

Carole Stubinsky – SAFA (Searchmont and Area Freestyle Association)

Jacob Stubinsky – SAFA

Travis McCormack – SCSA (Superior Community Skatepark Association)

Lawrence Foster – Professor, Adventure Recreation and Parks, Sault College

Andre Riopel – Bicycle and Recreation Advocate (Sault Cycling Club)

Deane Greenwood – Parks and Recreation Advisory Committee

Margaret Hazelton – Community Services Department

Gravity Park

Finn Hill is the recommended Sault Ste. Marie location for a gravity park for bicycles and snowboards. The gravity park would be located starting at the top southwest corner of the hill and this area would not interfere with current uses of the hill.

The total park length would be 110 meters and the total park width would be 20 meters at the top by 50 meters at the bottom. Finn Hill is city property that is presently used as a toboggan location. Complementary existing City services include parking lot, garbage and recycling pick up.

Gravity Park Features

Feature	Footprint	Elevation
1. Drop – in Ramp	10 X 15 m	2.25 m
2. Small Table	5 X 15 m	1.25 m
3. Hybrid Table/Banked Corner	15 X 15 m	1.5 m
4. Banked Corner Berm	12.5 m	1 m
5. Banked Corner Berm	12.5 m	1 m
6. Small Table	10 X 12.5 m	1.5 m
7. Large Table	12.5 X 15 m	2 m
8. Kidney Shaped Berm	15 X 40 m	2.5 m

Elevations and drawing have been prepared. (See attached)

Costs

The committee has received estimates with regard to feature development of the Park. It was quoted to come in at \$8 to \$10 a metric meter of the hill to deliver and shape to the desired features for the creation of the Finn Hill Gravity Park.

The estimated cost of construction:
 3122 meters x \$10.00 = \$31, 220.00

Operation

The Gravity Park Committee recommends that the Sault Ste. Marie Gravity Park operate under similar jurisdiction as the City of Sault Ste. Marie Skate Board Park. Education of users would be a priority as well as the self regulation and supervision of the site by users which has a proven track record of effectiveness.

Finn Hill is presently a serviced and maintained City Park location, maintenance and servicing of the area falls under the present City operations with regard to inspection and maintenance of the area.

The Gravity Park Committee would continue to play an active roll in the facility design and ongoing support and development of the park.

Respectfully

Deane Greenwood – on behalf of the Gravity Park Committee

5(j)

Jerry Dolcetti, RPP
Commissioner

Carl Rumiel, P. Eng.
Design & Construction Engineer



Engineering & Planning
Department

2012 06 11

Our File: Contract 2012-7E

Mayor Debbie Amaroso and
Members of City Council

RE: CONTRACT 2012-7E
PEOPLES ROAD RESURFACING - EVERETT ROAD TO THIRD LINE EAST
AIRPORT ROAD – BASE LINE TO AIRPORT ENTRANCE

PURPOSE

The purpose of this report is to obtain approval to award Contract 2012-7E, the resurfacing of Peoples Road and Airport Road.

BACKGROUND

Tenders received for Contract 2012-7E were opened at a public meeting Tuesday, May 29, 2012 in the Tarentorous Room of the Civic Centre. Present at the opening was Councillor Marchy Bruni as well as City staff and contractor representatives.

ANALYSIS

A total of two (2) tenders were received. Both tenders submitted were found to be complete and are summarized on the attached sheet. The low tender of **\$1,611,063.29** (including HST) was received from Pioneer Construction Inc. which is under our pre-tender estimate of \$1,700,000.

IMPACT

When recoverable HST is removed, the City's estimated cost to complete this project is **\$1,425,719.73** which is under the approved budget amount of **\$1,800,000**.

STRATEGIC PLAN

The reconstruction of city roads is related to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

5(j)

RECOMMENDATION

We recommend Contract 2012-7E be awarded to Pioneer Construction Inc.

By-law **2012-113** authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

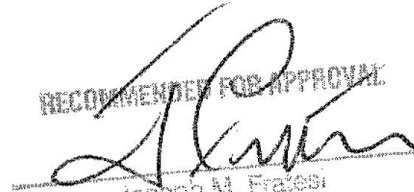
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

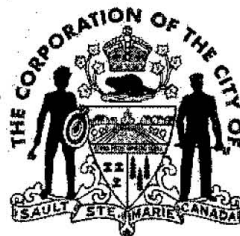
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RECOMMENDED FOR APPROVAL



Joseph M. Fraesi
Chief Administrative Officer

5(j)



2012 06 11

Our File: Contract 2012-7E

CONTRACT 2012-7E
PEOPLES ROAD RESURFACING
LIST OF BIDDERS

CONTRACTOR

TOTAL BID PRICE

Pioneer Construction Inc.

\$1,611,063.29

Ellwood Robinson Limited

\$1,645,777.65

Jerry Dolcetti, RPP
Commissioner

Carl Rumieli, P. Eng.
Design & Construction Engineer



Engineering & Planning
Department

2012 06 11

Our File: Contract 2012-8E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2012-8E
MISCELLANEOUS CONSTRUCTION/PAVING**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2012-8E Miscellaneous Construction/ Paving for the resurfacing of Bruce Street from Wellington Street to Salisbury Avenue and Allen Side Road from Third Line West to 1200m north.

BACKGROUND

Tenders received for Contract 2012-8E were opened at a public meeting Thursday, May 31, 2012 in the Steelton Room of the Civic Centre. Present at the opening was Councillor Frank Fata as well as City staff and contractor representatives.

ANALYSIS

A total of two (2) tenders were received. Both tenders submitted were found to be complete and are summarized on the attached sheet. The low tender of **\$1,198,802.08** (including HST) was received from Ellwood Robinson Limited which is above our pre-tender estimate of \$1,100,000.

IMPACT

When recoverable HST is removed, the City's estimated cost to complete this project is **\$1,060,886.80**. Included in this price is the replacement of 100m of sanitary sewer on Wilson Street for **\$124,362.85** which can be covered under the emergency sewer repair allowance in the sewer surcharge budget. This is included under this project as it is a good opportunity to correct a problem with a sanitary sewer that travels over private property and under a building. The sewer will be properly routed on City roads where it belongs. The remaining **\$936,523.95** for resurfacing will be covered from the budget amounts of **\$600,000** from capital and **\$685,000** from miscellaneous which were allocated for this project.

2012 06 11

Page 2

STRATEGIC PLAN

The reconstruction of city roads is related to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

We recommend Contract 2012-8E be awarded to Ellwood Robinson Limited.

By-law **2012-114** authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,



Carl Rumié, P. Eng.
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

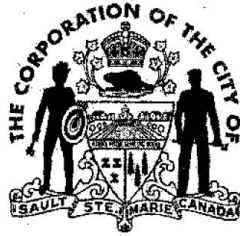
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RECOMMENDED FOR APPROVAL



Joseph M. Francis
Chief Administrative Officer

5(k)



2012 06 11

Our File: Contract 2012-8E

CONTRACT 2012-8E

MISCELLANEOUS CONSTRUCTION/PAVING

LIST OF BIDDERS

CONTRACTOR

TOTAL BID PRICE

Ellwood Robinson Limited

\$1,198,802.08

Pioneer Construction Inc.

\$1,218,320.31

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO.: P.4.6.419

2012 06 11

Mayor Debbie Amaroso
and Members of City Council

**RE: POTENTIAL SALE OF CITY OWNED PROPERTY ADJACENT TO 158
SACKVILLE ROAD TO S & T ELECTRICAL CONTRACTORS LIMITED**

PURPOSE

The purpose of this report is to recommend to Council that the property located adjacent to 158 Sackville Road be sold to S & T Electrical Contractors Limited for the purchase price of \$55,600.

ATTACHMENT

Attached is a plan with the property shown as "Subject Property".

BACKGROUND

In 2011 the City received an inquiry from S & T Electrical Contractors Limited regarding the subject property asking if the subject property was available for sale. Since that time the City circulated to various City departments and the property was declared surplus by City Council at its open meeting of April 2, 2012. The property was appraised at \$42,000. S & T Electric has offered the City \$55,600 for the purchase of the property.

-more-

ANALYSIS

It is recommended that Council sell the property to S & T Electric. The by-law requires notice and an appraisal. S & T has been leasing the said property from the municipality since May 1, 2004.

IMPACT

Selling the subject site will generate tax revenue for the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is my recommendation that the subject property be sold to S & T Electrical Contractors Limited at the offered price of \$55,600. The by-law authorizing the sale will appear on the Addendum.

Respectfully submitted



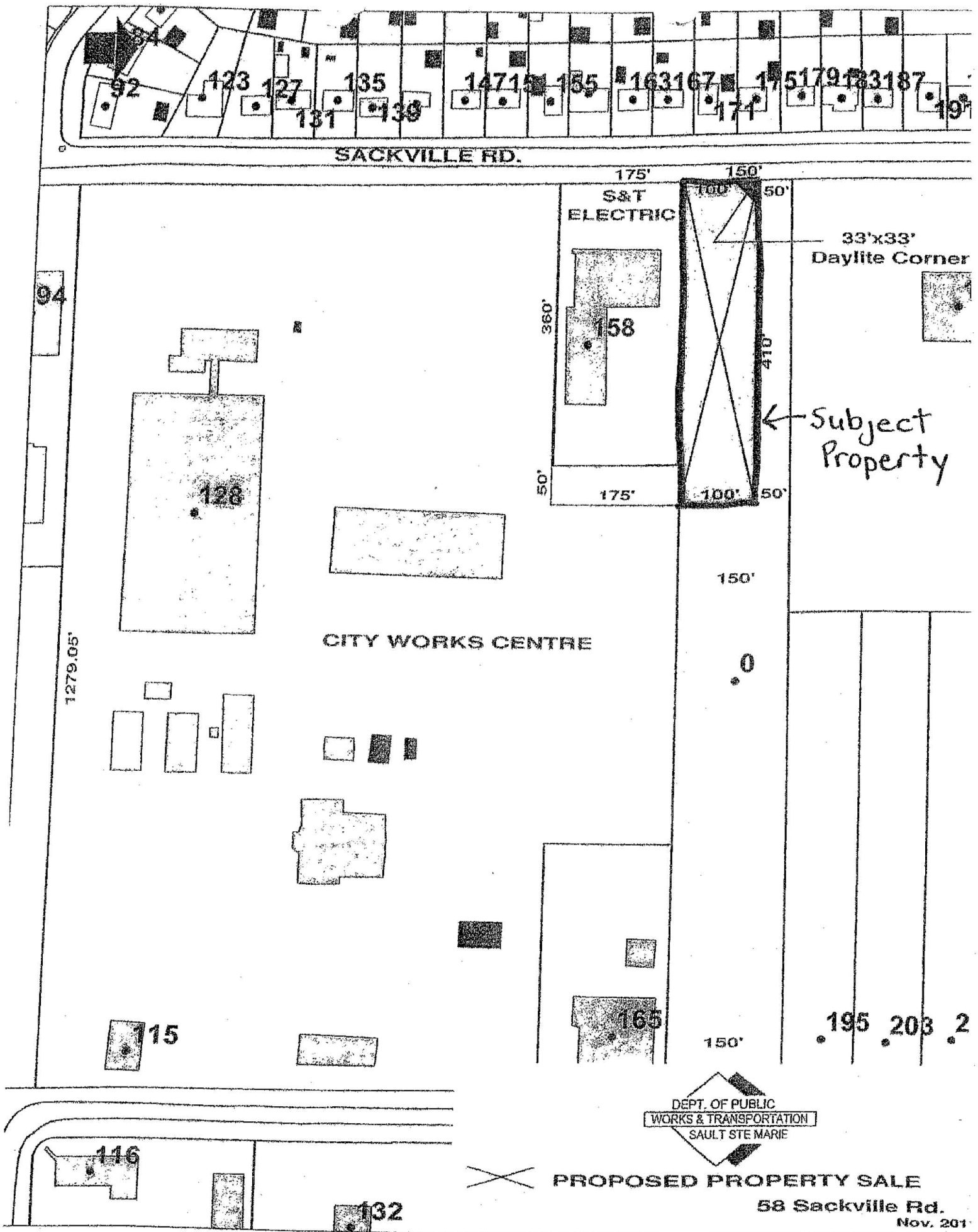
Nuala Kenny,
City Solicitor
NK/da
enclosure

LEGAL\STAFF\COUNCIL REPORTS\2012\SACKVILLE ROAD JUNE 11 12.DOC

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



33'x33'
Daylite Corner

← Subject
Property

CITY WORKS CENTRE



PROPOSED PROPERTY SALE

58 Sackville Rd.

Nov. 201

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. LE-101

2012 06 11

Mayor Debbie Amaroso and
Members of City Council

**RE: LICENCE OF OCCUPATION BETWEEN THE CITY AND JENNIFER
MEAGAN BELLEROSE AND STEPHEN RUSSELL ALEXANDER**

BACKGROUND

Jennifer Meagan Bellerose and Stephen Russell Alexander ("Proposed Licencees") are the owners of 1097 Queen Street East, located at the corner of Queen Street East and McGregor Avenue. The Proposed Licencees contacted the Legal Department to request permission to construct a four (4) foot chain link fence, that would extend from their home to the garage located at the rear of their property. The Proposed Licencees are interested in fencing their property. Given that the property is a corner lot, to maximize their rear yard the Proposed Licencees have requested permission to construct this portion of fencing on City owned property. Attached as Schedule "A" to this report is a copy of a drawing which indicates the proposed location of the fence.

The Licence Agreement confirms that the Proposed Licencees have permission to install and maintain the fence, at their sole cost and expense, at the location as marked on Schedule "A" to this report. The Agreement contains an indemnification clause, such that the Proposed Licencees shall be responsible for any costs or expenses that in any way result from the presence or removal of the fence at this property. The Agreement requires the Proposed Licencees to maintain insurance during the term of this Licence Agreement and file proof of same with the Legal Department. The Agreement also contains provisions that permit the City and/or PUC to remove any portion or the entirety of the Fence if

access to any property requires same, with no obligation to restore the property or fence. Further, the Agreement permits either the Proposed Licencees or the City to cancel the Licence Agreement with thirty (30) days written notice. Upon termination of the Agreement, the Proposed Licencees have the responsibility to remove the fence from the property, and if the fence is not removed after a period of thirty (30) days, the City may remove same at the expense of the Proposed Licencees.

ANALYSIS

The Licence Agreement is required for insurance purposes and to confirm the agreement between the City and the Proposed Licencees. The Agreement confirms that all costs, expenses and responsibilities for the fence are that of the Proposed Licencees.

IMPACT

There is no significant financial impact with this licence.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

By-law 2012-119 which appears elsewhere on the agenda authorizes a Licence of Occupation agreement with Jennifer Meagan Bellerose and Stephen Russell Alexander and is recommended for approval.

Respectfully submitted,


Melanie Borowicz-Sibenik
Assistant City Solicitor

NK/da

Recommended for approval,

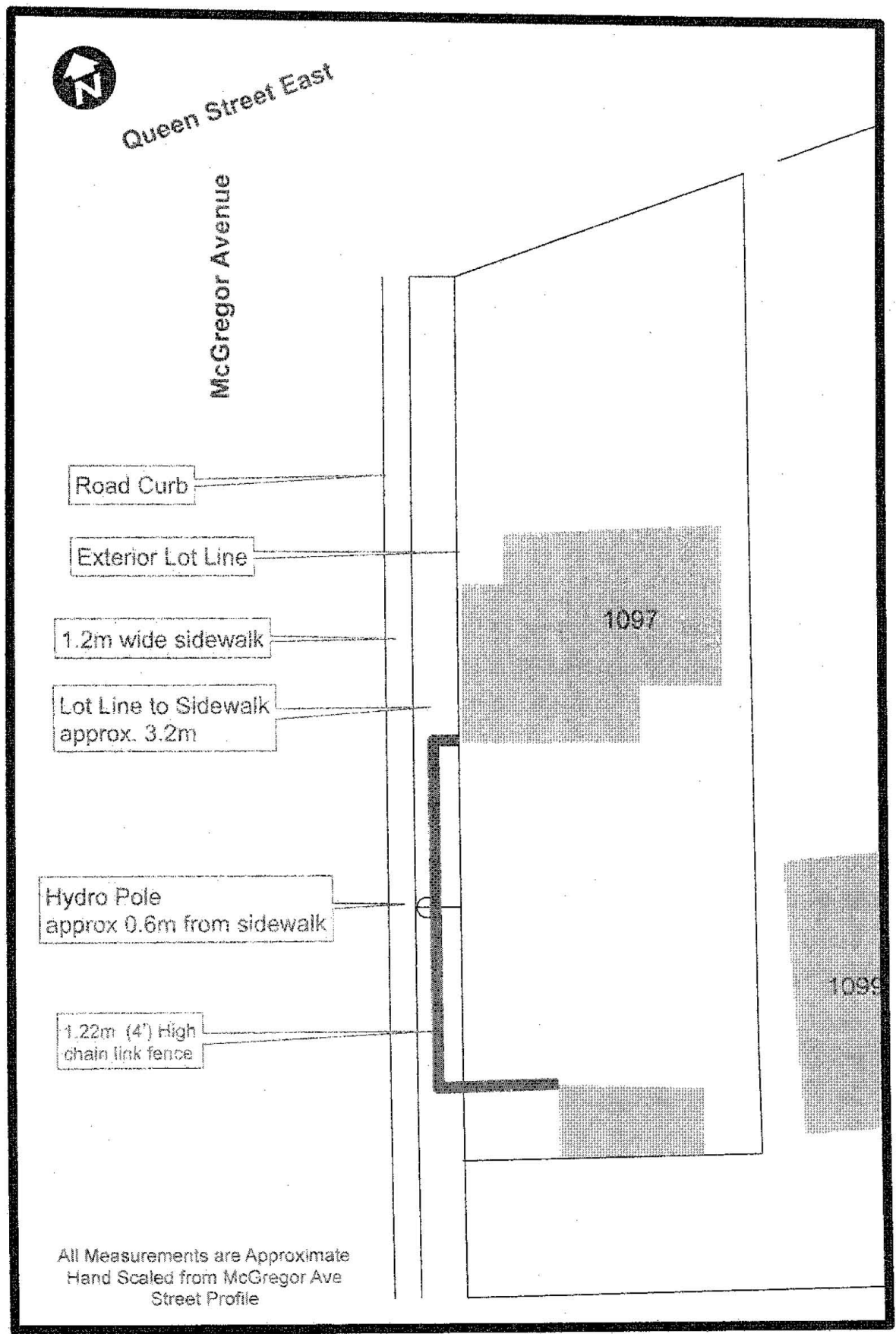

Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(m)

SCHEDULE "A"



1097 QUEEN E FENCE PROPOSAL

S. Hamilton Beach, P. Eng.
Deputy Commissioner



Public Works and
Transportation

2012 06 11

Mayor Debbie Amaroso and
Members of City Council

**RE: PWT – PARKS DIVISION –
EMERALD ASH BORER TREATMENT PROGRAM - 2012**

PURPOSE

The purpose of this report is to inform Council of the proposed 2012 Emerald Ash Borer Treatment Program and seek approval to sole source the supply and injection of TreeAzin to Bio-Forest Technologies Inc.

BACKGROUND

Emerald Ash Borer ('EAB') was first discovered in Sault Ste. Marie in 2008 with the area affected by this infestation increasing ever since. This is a wood boring beetle that kills affected ash trees. The Canadian Food Inspection Agency ('CFIA') has issued a quarantine area for the City of Sault Ste. Marie using the City's municipal limits as the boundary of that quarantine. This restriction prohibits the movement of all ash trees and firewood within the quarantine area to those areas beyond the boundary. The City began treating ash trees in 2009, starting with the downtown core. To-date, the program has included treating 136 trees along Queen Street using the biological insecticide called TreeAzin.

As Council is well aware, Sault Ste. Marie is fortunate to have many local forest experts at the Canadian Forestry Service ('CFS') and the Ministry of Natural Resources ('MNR'). City staff has continued to work closely with the local provincial and federal research departments. They have been able to provide information regarding the movement of the beetle through a trapping process, identify locations of infected trees and determine levels of infestation through branch sampling and peeling.

For Council's information, City staff is also undertaking a tree inventory – focusing at this time on public areas known to contain ash trees – in an effort to quantify the number of potentially affected trees and better estimate the City's (public) tree canopy. In the future, this information will better prepare staff in planning an effective treatment program for this insect and any other threats.

In order for PWT – Park's Division to plan for the most effective treatment program, several meetings have been held this Spring - in addition to our staff's own research. Staff has met with Mr. Paul Bolan co-owner of BioForest Technologies Inc. on January 13, 2012 and May 28, 2012. Mr. Bolan will be in attendance at tonight's meeting to answer any questions Council may have. In collaboration with CFS, BioForest has developed TreeAzin Systematic Insecticide which is the only known product to effectively treat EAB.

An additional meeting was held with Mr. Taylor Scarr, Provincial Entomologist with the Ministry of Natural Resources on April 20, 2012. It was confirmed by Mr. Scarr that he has provided advice to many affected communities and that all other products currently on the market are registered with the caution that "it may not provide effective control of EAB". It is our understanding that TreeAzin's full registration will not include such a limitation. Ultimately, there is no data supporting the other products.

For Sault Ste. Marie, it is critical that the injection process take place from the end of June to early July in order to maximize product efficacy.

ANALYSIS

The recommended TreeAzin dose rate for the treatment program is 5mL/cm dbh. BioForest's inclusive cost for the tree injection work is \$5.25/cm dbh. Staff plan to include all of the Queen Street trees previously treated (136 trees) in addition to other identified public park ash trees. Mr. Bolan has also offered to treat all of Bellevue Park's trees free of charge. It should be noted, the injection is effective for two (2) years.

It is important for Council to understand that there will be many private trees affected by EAB, in addition to City trees. For the information of the general public and Council, the attached EAB fact sheet has been provided by BioForest Technologies Inc. Homeowners will be responsible for the treatment of their own trees as well as the removal of any dead and affected ash.

IMPACT

The 2012 budget includes \$30,000 of funding from the Capital from Current allocation for EAB treatment, in addition, to \$30,000 that was rolled over from the 2011 budget. Staff will work with BioForest Technologies Inc. to maximize the treatment program with the \$60,000 allotted. Parks staff will ensure that an auditing process is put in place. The injection bottles will be signed off in order to reconcile quantities injected. Data will be shared with staff in order to track the success of the program. It should be understood that this budget will not provide for the treatment of all City ash trees each year, but, the program will be optimized.

As it is understood that this insect will be an issue for many years, staff recommend working with BioForest Technologies Inc. each year, subject to program evaluation and budget approval.

STRATEGIC PLAN

The EAB treatment program is not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION

"That the report of the Deputy Commissioner concerning the proposed 2012 EAB treatment program be approved and; that furthermore BioForest Technologies Inc. be sole sourced to provide and administer the injections to City ash trees; and that furthermore BioForest Technologies Inc. be approved for future EAB injection programs subject to program evaluation and annual budget approval."

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval,



Larry Girardi
Commissioner

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

EMERALD ASH BORER FACTS

Emerald Ash Borer

- Discovered in 2002 in the Detroit and Windsor areas
- Attacks all species of ash and kills healthy ash trees
- Attacks ash trees of any size or age
- Well suited to the Ontario and Quebec climate
- Adult beetles are metallic green, ½" long, and feed on foliage from June to August
- Larvae feed on inner bark, cutting off transport of water and nutrients
- Adult beetles can fly several kilometers
- Also spread by people through the movement of firewood, nursery stock, trees, logs, lumber, or wood with bark attached

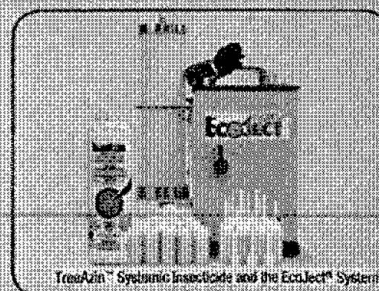
Signs and Symptoms

- Tree canopy begins to die back in the upper third portion of the canopy
- Dieback progresses until tree is bare
- Epicormic shoots (sprouts growing from roots and trunk)
- Bark splitting (vertical cracks and gallees exposed under the bark)
- Larval feeding galleries typically serpentine and packed with sawdust and excrement
- D-shaped exit holes formed by adult beetles
- Increased woodpecker activity creating large holes

TreeAzin™ Systemic Insecticide is the only effective treatment for Emerald Ash Borer control in Ontario and Quebec (PCP No. 28929)

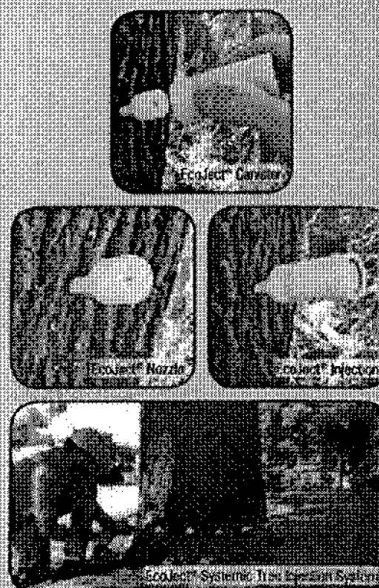
TreeAzin™ Systemic Insecticide

- Product of the Neem tree (*Azadiracta indica*), a tree native to south Asia
- Neem tree insecticidal properties have been known for centuries
- Emergency registration from Health Canada, Pest Management Regulatory Agency, for use against Emerald Ash Borer in Ontario and Quebec
- Scheduled by the Ontario Ministry of Environment as a class 4 bioinsecticide or lower risk pesticide that is commercial, non-domestic with a class 11 active ingredient
- Exempt from Ontario's Cosmetic Pesticide Ban Act
- Registered as a bioinsecticide by the U.S. Environmental Protection Agency for Emerald Ash Borer and other pest insects in the U.S.
- Listed by the Organic Materials Review Institute (OMRI) for use in organic crops



Emerald Ash Borer Treatment

- TreeAzin™ Systemic Insecticide is injected into the base of ash trees with the EcoJect® System
- Treatments occur between mid May and the end of August
- An injection hole is 1 3/4" in diameter and made approximately 1/4" to 1" into the wood
- Injection holes are spaced approximately 6" apart around the base of the tree's trunk
- Depending on Emerald Ash Borer population status and tree size, 2-5 ml of TreeAzin™ Systemic Insecticide per cm tree diameter are injected into the tree
- Adult female Emerald Ash Borer beetles feeding on trees treated with TreeAzin™ Systemic Insecticide lay mostly sterile eggs, reducing populations
- Emerald Ash Borer larvae consuming tree tissues treated with TreeAzin™ Systemic Insecticide die in approximately 95% of cases
- TreeAzin™ Systemic Insecticide provides **TWO YEARS PROTECTION** and injections every other year should keep trees alive through an outbreak, unless the tree is showing signs of decline or high beetle populations are expected
- **KEEP YOUR TREE HEALTHY** - It is best to initiate treatment before Emerald Ash Borer causes damage to the tree's vascular system
- If Emerald Ash Borer is within 25 km of you, begin treatment immediately at the 5 ml per cm tree diameter dose rate - **DO NOT DELAY**
- Attacked trees can be protected if the damage is not too severe (<30% crown dieback)
- Once Emerald Ash Borer populations decline, occasional injections may be recommended
- Treating an ash tree with TreeAzin™ Systemic Insecticide to protect it from the Emerald Ash Borer does not guarantee its survival, but an untreated ash tree will almost certainly die



BioForest Technologies Inc.
1.888.236.7378 • www.bioforest.ca

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

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

2012 06 14

Mayor Debbie Amaroso and
Members of City Council

RE: Hub Trail Signage Update – Distance Marker Signs

PURPOSE

To provide an update on the Hub Trail signage program.

BACKGROUND

At their October 11, 2011 meeting, Council approved the production and installation of the Hub Trail signage. The cost of construction and installation was not to exceed \$65,000.

At that time, it was outlined that regulatory signage (i.e. safety signage for trail users) would be produced by PWT's Sign Department. It was also outlined that distance marker signs (i.e. signs that indicate distances and way-finding for trail users) would be single-sourced through Fantasy Signs and Display Inc.

Since then, production and installation has commenced on the regulatory signage. These signs are characterized by a 1.82 meter (6') wooden pole, capped with a 4-sided box sign which provides the recommended regulatory information for trail users.

Given the positive response that these signs have had, staff is now recommending to utilize the resources of PWT's Sign Department to also produce and install distance marker signs similar to the regulatory signage now being implemented. Staff is of the opinion that this would result in signage that is of high quality, consistent along the trail route, and that would be more easily maintained by city staff.

In discussions with staff from PWT, it was indicated that these signs may be installed later this year, or early next spring, depending on workload.

IMPACT

There are no fiscal impacts anticipated as a result of this recommendation. It is expected that utilizing PWT resources to produce and install the signage will create a

cost savings when compared to the original allocated budget. This may allow staff to explore additional signage initiatives such as interpretive signage within the existing signage budget. As well, it is expected that the long-term maintenance will be more efficient if the work is coordinated by PWT and city staff.

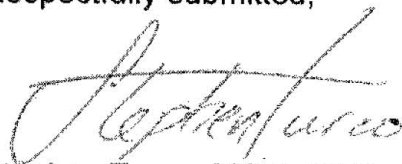
STRATEGIC PLAN

The completion of the Hub Trail is a key priority of the City's Strategic Plan. Signage is an integral component of the trail system and will provide better information to all trail users.

RECOMMENDATION

That City Council accepts this report as information.

Respectfully submitted,


Stephen Turco, MCIP, RPP
Planner

Recommended for approval,


Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,


Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST/ps

attachment(s)

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

616)1a)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

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

2012 06 11

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-19-12-Z – filed by Ross Viotto

PURPOSE

The applicant is requesting a Rezoning of the vacant property to facilitate the construction of a single detached residence.

PROPOSED CHANGE

The applicant is requesting to rezone the subject property from "PR" (Parks and Recreation) zone to "R2" (Single Detached Residential) zone

Subject Property:

- Location – 131 Second Line East, with frontage upon both Second Line and White Oak Drive, located upon the north east corner of White Oak Drive's intersection with Carmen's Way.
- Size – Approximately 58m frontage on White Oak Drive by 124m depth, totaling 1ha.
- Present Use – Vacant wooded land.
- Owner – Ross Viotto

BACKGROUND

In 2006 the Owner requested Council's approval to erect a billboard on the subject property, overlooking Carmen's Way. Council denied the application.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The proposal to rezone the subject property for residential purposes conforms to the residential policies of the Official Plan.

There are significant slopes upon the subject property. While the proposed residence will be located upon a relatively flat spot within the southeastern corner of the lot, there are a number of slopeland policies contained in the Official Plan that apply to this application, including:

- F.1 Development upon slopes between 10-25% shall include site specific controls, and/or restricted development. Development upon slopes that are greater than 25% is prohibited, and such lands should be dedicated to the Municipality.
- F.2 Any application for development of any lands with slopes greater than 15% shall be accompanied by an engineering study that addresses the hazards of slope stability. Furthermore, an Environmental Impact Study shall address all of the environmental concerns of development of the site.
- F.3 Removal of vegetation on a slopeland shall not be permitted without consultation with a Professional Forester, Professional Engineer or Landscape Architect.
- F.4 Areas where topographic changes might result in significant erosion or other environmental damage shall be protected. These areas may include sensitive vegetation or vegetation in combination with topographic features.
- F.5 The prime agency in the designation and review of fill areas is the Conservation Authority. Changes to the boundaries or permits to place fill require CA approval.
- F.6 Fill materials must meet Ministry of Environment requirements.

While there are slopes upon the subject property that are greater than 25%, there is a relatively flat area within the southeast portion of the subject property. The proposed access driveway would be cut across a slope that is approximately 20%.

Prior to final approval of this application (removal of a holding provision), the applicant will be required to submit an engineering study which addresses slope stability, soil bearing capacity, and any environmental concerns related to the creek below.

The applicant will be required to consult with a Qualified Professional prior to the removal of any vegetation.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Building Division, PWT, Conservation Authority, Engineering, PUC Services
- No objections/comments – Fire Services, CSD, Municipal Heritage Committee, Accessibility Advisory Committee, EDC

COMMENTS

The Applicant is requesting a rezoning from "PR" Parks and Recreation Zone to "R2" Single Detached Residential Zone, in order to facilitate the construction of a single detached residence with access from White Oak Drive.

Referring to the Site Plan Attached, the proposed residence would be constructed upon a relatively flat area located within the south east portion of the property. The residence would be a 'walk out' style home, with the eastern wall cut slightly into the slope.

The proposed access to the dwelling would be from White Oak Drive. Cut into the side of the slope, the proposed access will have an approximate slope of 6% near White Oak Drive, then flattening to approximately 1% further towards the dwelling. Such slopes adhere to current Ontario Provincial Design Standards (OPDS) pertaining to maximum driveway slopes.

From a land use perspective, excluding slope stability concerns, a rezoning application to permit the construction of a single detached residence is an appropriate extension of the existing single detached residential neighbourhood on White Oak Drive. The proposed location of the home would be setback further north than the existing residence to the east, which appears to be oriented to take advantage of the view to the west. The proposed location for the residence would not impact this view.

The concerns surrounding this development revolve around the significant slopes upon the subject property. Even though the residence would be located upon a relatively flat area, the driveway would need to be cut into the slope, and the potential for slope failure exists. Therefore, it is recommended that approval be conditional upon the removal of a Holding Provision (hp) in accordance with Section 36 of the Planning Act.

The Holding Provision is basically a 'hold' on the property, in that no development or site alteration may occur until the holding provision is removed by Council. Such removal is based upon the submission and approval of a geotechnical report which must be produced by a geotechnical specialist. More specifically, the geotechnical report shall address the following concerns, to the satisfaction of Council, with comments from Engineering and Conservation Authority Staff:

- Slope stability - Including the stability of slopes upon the subject property, as well as any possible impacts to abutting properties and/or structures. The study shall address any possible impacts to the Fort Creek Flood Channel located at the bottom of the ravine.
- Soil Bearing Capacity - in relation to the construction of the residence, attached garage, driveway and any other proposed structures upon the subject property.
- Additional Concerns - The report shall also include a review of any additional concerns, which in the opinion of the qualified professional, should be addressed.
- Mitigating Recommendations - The Report shall include recommendations aimed at ensuring long term slope stability, on the subject property and adjacent lands, including any ongoing maintenance or review required by the homeowner to ensure continued slope stability.
- On-site Construction - The Report shall include any recommendations deemed appropriate by the qualified professional, relating to on-site construction supervision to ensure that the recommendations of the report are adhered to.

It is further recommended that the property be deemed subject to site plan control. Site Plan Control will give Municipal staff the ability to implement any recommendations or conditions applied to the Holding Provision removal. Site Plan Control will also ensure a review of any future development or site alteration upon the property, including but not limited to, the removal of vegetation or the construction of accessory buildings.

Generally, correspondence from the city departments and agencies address the significant slopes upon the subject property.

Correspondence from the Building Division notes that the subject property is significantly sloped and as such, prior to any development or site alteration, an Engineer will be required to ensure that this development will not affect the integrity of adjacent structures on adjoining properties.

The Sault Ste. Marie Region Conservation Authority notes that the subject property is under their jurisdiction and as such a permit will be required prior to any development or site alterations. The subject property is also located within the floodplain of Fort Creek, however the proposed building location is well beyond the identified flood plain.

Engineering notes concerns with slope stability and as such the endorsement of a Geotechnical Specialist will be required regarding any cut/fill operations and the stability of any structures built upon the subject property. It is further recommended that prior to commencing the geotechnical review, the Commissioner of Engineering or his designate, approve the credentials of the Geotechnical Specialist retained to complete the study.

Engineering also notes that this portion of White Oak Drive will be reconstructed this year, and that underground services will be installed this summer. Consequently, the property owner will be charged equivalent local improvement charges.

PUC wishes to note to the applicant that watermain frontage charges are owing on this property.

Public Works and Transportation have no objections, however it is recommended that access to Second Line be prohibited and that access be restricted to White Oak Drive. Such a restriction will form a condition of the zoning by-law.

Up until the drafting of this report, two letters of objection have been received and are attached for Council's information.

One letter notes that the rezoning should not be approved and the subject property should be utilized to complete the Hub Trail between it's current terminus at the southeast corner of Carmen's Way/White Oak Drive, through the subject property to Second Line. This was reviewed and it was determined that such a route would result in trail users crossing six lanes of traffic at the bottom of Second Line Hill, where the trail would emerge. It was felt that trail users would not backtrack and cross at the signalized intersection of Second Line and Carmen's Way, which is a much safer option.

IMPACT

Approval of this application will not result in direct financial implications to the Municipality.

SUMMARY

From a land use perspective, the application is appropriate, however slope stability is a very real concern. Slope failures have and do occur from time to time, and the results can be catastrophic. For these reasons, slope stability is the key concern.

Planning, Engineering and Conservation Authority staff met on-site with the applicant on two occasions to assess the merits of this Application. At that time, it was determined that single detached development was a possibility, subject to a detailed geotechnical study carried out by a qualified professional. While it was initially envisioned that such a review would accompany the rezoning application, given the cost of such studies, the Applicant suggested that any rezoning be conditional upon detailed review and engineering works.

For this reason, the use of a 'Holding Provision', as per Section 36 of the Planning Act is recommended. Essentially, if Council chooses to approve this application with a Holding Provision, there would be a 'hold' on development upon the subject property, until such time as Council deems it appropriate to remove the 'hold' and allow development to proceed. Planning, Building, Engineering and Conservation Authority staff will review the final geotechnical report and provide Council with comments and a recommendation, including appropriate conditions.

It is also recommended that site plan control be utilized to not only implement the recommendations of the Geotechnical Study, but to manage any future development or site alterations which may impact slope stability.

The use of a Holding Provision, Site Plan Control, and the required Conservation Authority permits will provide a 'multi-level' regulatory framework to ensure slope stability and thus public health and safety is maintained, both during and after construction.

STRATEGIC PLAN

The Corporate Strategic Plan indicates that this portion of White Oak Drive will be reconstructed this summer. The Applicant has been in contact with Engineering and PUC to determine a precise location for underground services, which have been built into the White Oak Drive reconstruction. This will result in cost savings, and eliminate the need to patch White Oak Drive in the event that services are constructed in the future.

RECOMMENDATION

That Council rezone the subject property from "PR" Parks and Recreation Zone to "R2.S" Single Detached Residential Zone with a special exception prohibiting access to Second Line West.

Furthermore, that Council pass a 'Holding Provision' by-law upon the subject property, pursuant to Section 36 of the Planning Act. The removal of the holding provision would be conditional Council's satisfaction that the following issues are addressed by a geotechnical specialist, whose credentials must be approved by the Commissioner of Engineering and Planning, or designate prior to commencing with the Geotechnical Study:

- a. Slope stability - Including the stability of slopes upon the subject property, as well as any possible impacts to abutting properties and/or structures. Finally, the study shall address any possible impacts to the Fort Creek Flood Channel located at the bottom of the ravine.
- b. Soil Bearing Capacity - in relation to the construction of the residence, attached garage, driveway and any other proposed structures upon the subject property.
- c. Additional Concerns - The report shall also include a review of any conditional concerns, which in the opinion of the qualified professional, should be addressed.
- d. Mitigating Recommendations - The Report shall include recommendations aimed at ensuring long term slope stability, on the subject property and adjacent lands including any ongoing maintenance or review required by the homeowner to ensure continued slope stability.
- e. On-site Construction - The Report shall include any recommendations deemed appropriate by the qualified professional, relating to on-site construction supervision to ensure that the recommendations of the report are adhered to.

And that the property is deemed subject to site plan control.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

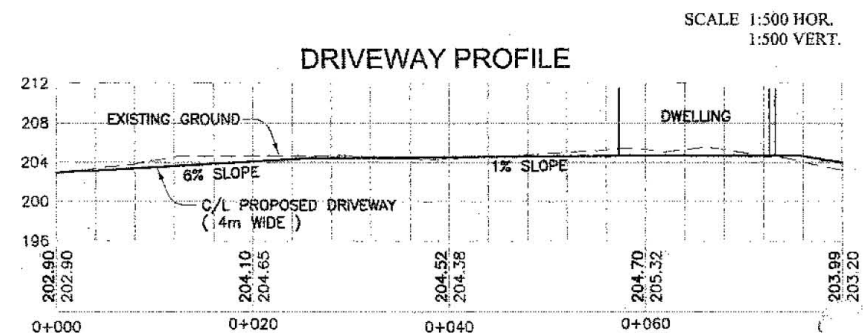
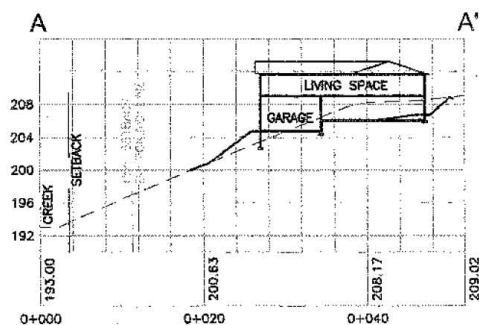
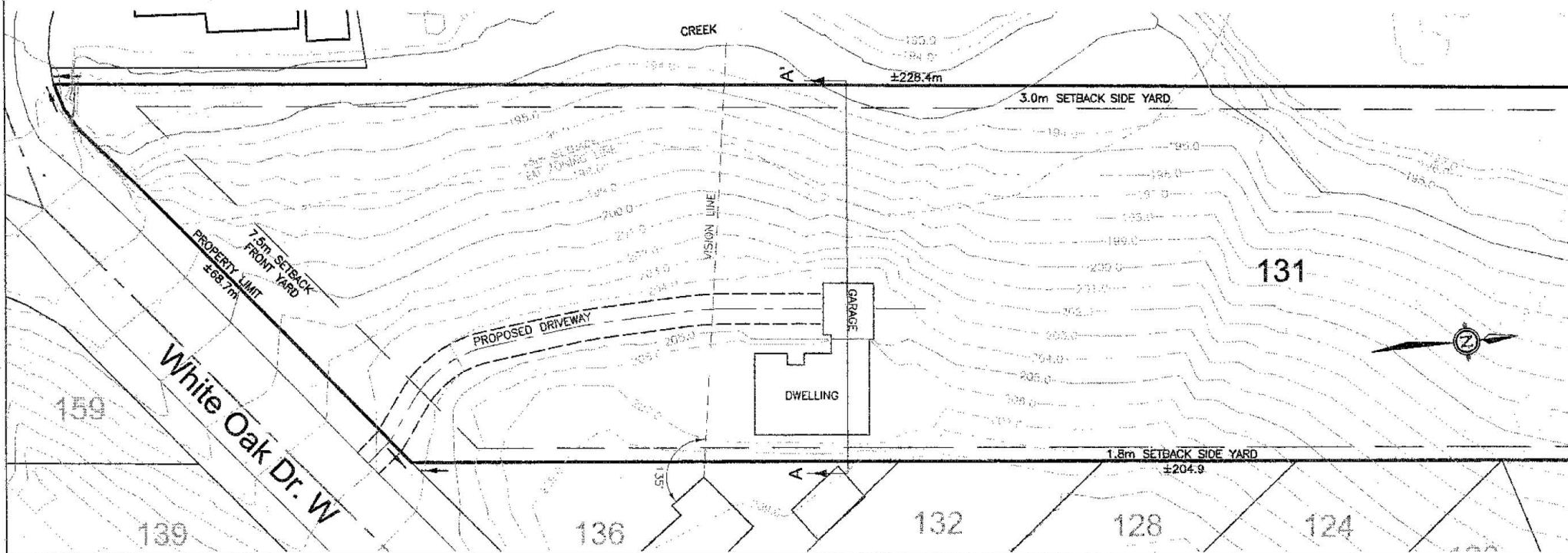
attachment(s)

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

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Revision:	No.	Date	By
ISSUED FOR CLIENT REVIEW	0	28/03/12	KN
ISSUED FOR CLIENT REVIEW	1	19/04/12	WSM

TULLOCH
ENGINEERING

PROPOSED SITE PLAN IN SUPPORT OF
R2 ZONING APPLICATION

131 WHITE OAK DR. W
SAULT STE. MARIE, ON

Scale	1:500
Dr.	KN
Ch.	JM
Date	28 03 2012
Dwg. No.	12-1008 D10
REV.	0

6/6/12

6(6)(a)

Pat Schinners

From: Don Maki
Sent: May 22, 2012 1:26 PM
To: Don McConnell; Pat Schinners
Subject: 130 Second Line East rezoning application A-19-12-Z

Hi Don

The property is located on lands that are significantly sloped. Any development on this property would require an engineer to design any structure as well to ensure that this development will not affect the integrity of adjacent structures on adjoining properties.

Don

Don Maki CBCO
Chief Building Official
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Phone (705) 759-5399
d.maki@cityssm.on.ca

www.cityssm.on.ca

www.celebrate100saultstemarie.com

Celebrating 100 years as a city in 2012!

6(6)(a)

Pat Schinners

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: May 23, 2012 9:39 AM
To: Pat Schinners
Cc: Peter Tonazzo; Anjum Amin; Linda Whalen
Subject: SSMRCA Response - A-19-12-Z

May 23, 2012

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-19-12-Z
Ross Viotto
131 Second Line East
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses as it is adjacent to the Fort Creek flood channel and within the flood plain of the Fort Creek. Therefore a permit is required for any development on the subject property.

The subject property is not under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection.

Should you have any questions on our comments please contact our office.

Marlene McKinnon
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East,
Sault Ste. Marie, Ontario P6A 5K7
Business: (705) 946-8530 ext 204
Fax: (705) 946-8533
Email: mmckinnon@ssmrca.ca

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division



2012 05 28
Our File: A-19-12-Z

Donald B. McConnell, MCIP, RPP
Planning Director
Engineering and Planning Department
City of Sault Ste. Marie

Dear Mr. McConnell:

**RE: A-19-12-Z – 131 SECOND LINE EAST
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

The Engineering and Construction Division has reviewed the above noted application, and provides the following:

- The subject property is regulated under Ontario Regulation 176/06: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses.
- The City is concerned with slope stability of the subject property. The endorsement of a Geotechnical Specialist will be required regarding any cut/fill operations and the stability of any structures built on this property.
- It is understood that services will be installed during the 2012 Construction season under the White Oak Drive Contract. The property owner will be charged equivalent local improvement charges.

If you have any questions, please contact the undersigned.

Yours truly,

Daniel Perri, EIT
Engineering Intern

c: Jerry Dolcetti, Commissioner, Engineering & Planning
Susan Hamilton Beach, P. Eng., Deputy Commissioner, PWT

F:\ENGINEERING DATA\REZONING\Second Line East - Civic 131 - A-19-12-Z 2012 05 28.docx

The Corporation of the City of Sault Ste. Marie
P.O. Box 580~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5385~ Fax: (705) 541-7165
www.cityssm.on.ca ~ d.perri@cityssm.on.ca



PUC SERVICES INC.
ENGINEERING DEPARTMENT
765 QUEEN STREET EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

May 31, 2012

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-19-12-Z
131 Second Line East

PUC wishes to advise that we have no objection to the above application. Please note however, that water main frontage charges will be owing on this property.

Yours truly,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to read 'K. Bell', written over a horizontal line.

Kevin D. Bell, P. Eng.
Manager of Engineering

KB*jf

6(6)(a)

S. Hamilton Beach, P. Eng
Deputy Commissioner



Larry Girardi
Commissioner

May 18, 2012

Donald McConnell
Planning Director

Subject: Application Number A-19-12-Z
Request for an Amendment to the Zoning By-law

Applicant: Ross Viotto

Subject Property: 131 Second Line East

Staff from Public Works and Transportation has reviewed this application and have no objections. We are in support of the driveway location onto White Oak Drive and request that this requirement be a condition of the approval, if possible.

If you have any further questions please contact me at (705) 759-5207.

Susan Hamilton Beach, P. Eng.
Deputy Commissioner
Public Works and Transportation

c.c. Dan Perri, EIT

H:\Planning Reports\Rezoning & OP Amend\Second Line East - 131.doc

Peter Tonazzo

From: Frank Barban <oshssm@shaw.ca>
Sent: June 01, 2012 3:29 PM
To: Peter Tonazzo
Subject: Application #A-19-12-Z

I believe that subject property should remain "PR" Parks and Recreation
Yours sincerely Frank Barban
I would like to be informed of final ruling!!

6(6)(a)



250 River Road
Sault Ste Marie, ON
P6A 6C7

24th May 2012

Pat Schinners, Administrative Clerk

Planning Division

99 Foster Drive

Sault Ste Marie, ON P6A 5X6

Subject: Application No.: A-19-12-Z

I have reviewed the application to have the subject property rezoned to permit the construction of a residence at this location. I should point out that the City of Sault Ste Marie has yet to complete the Hub Trail through this area. Currently this trail approaches the area from the south along the east side of Carmen's Way then stops at the south side of White Oak Drive. It only begins again after the user has found one's way to the north side of Second Line. There is no provision yet for southbound cyclists leaving the Fort Creek area, and both northbound cyclists and pedestrians are endangered by the right hand turn slip road where Carmen's Way joins the Second Line. This section of road is controlled by a "Yield Sign" only, and the adjacent pedestrian signals which only apply to crossing the Second Line give pedestrians a false sense of security. I understand that we have already had one serious vehicle/pedestrian collision at this location.

The subject property provides an opportunity to complete the Hub Trail through the area in conjunction with a pedestrian/bicycle overpass across the Second Line. This will not be cheap, but then this is something that should have been considered when the Hub Trail was planned. At the moment it appears as though the Planning Department has thrown its hands in the air as far as the Hub Trail is considered in this location.

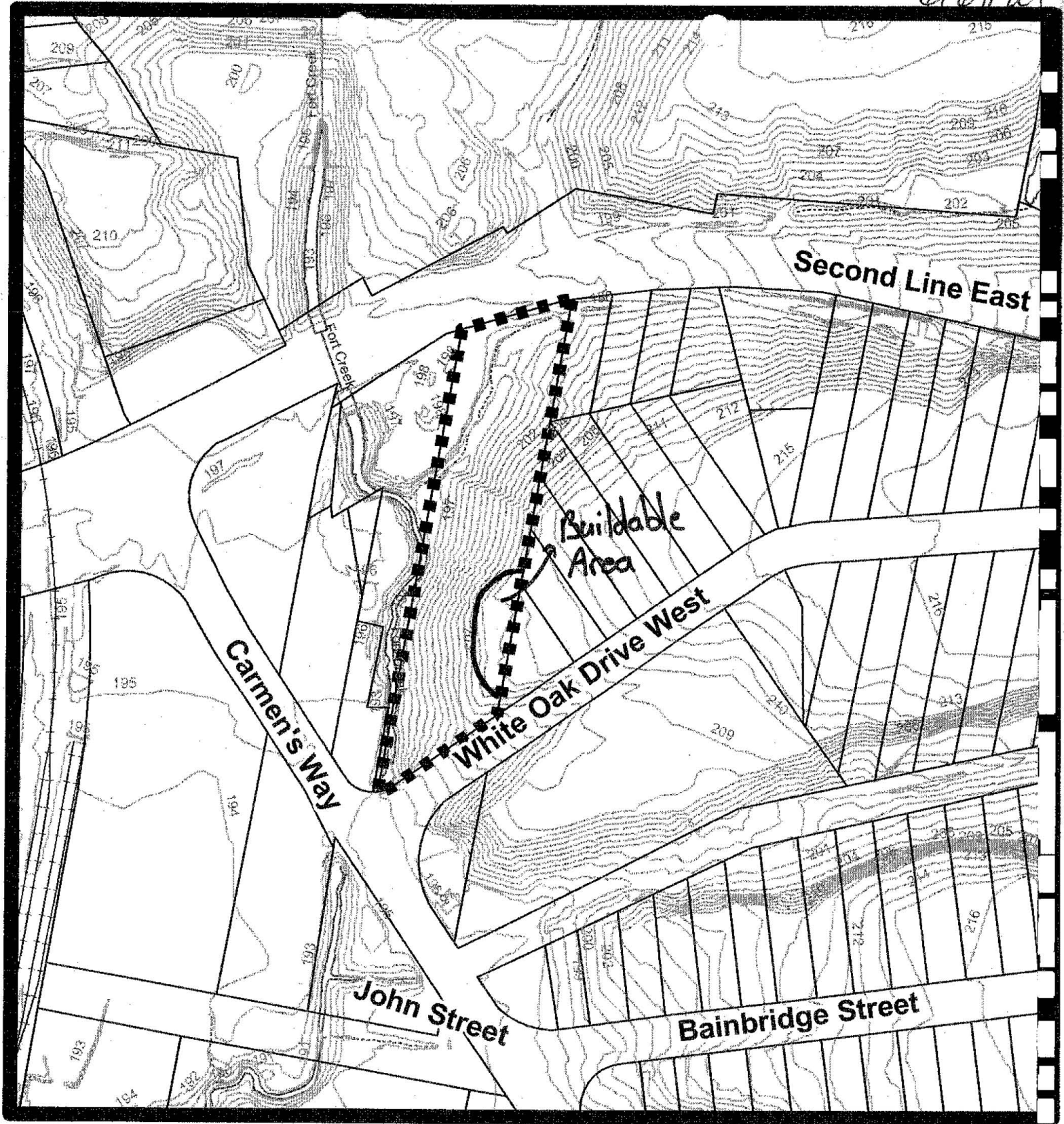
Until such time that the Planning Department can show that it has a sensible and safe plan to complete the Hub Trail between White Oak Drive and the north side of Second Line I find that I must object to the subject rezoning application.

6(6)(a)

Respectfully submitted,

Denis Baldwin

Denis Baldwin



CONTOUR MAP

PLANNING APPLICATION A-19-12-Z

131 SECOND LINE EAST

 Subject Property = 131 2nd Line E

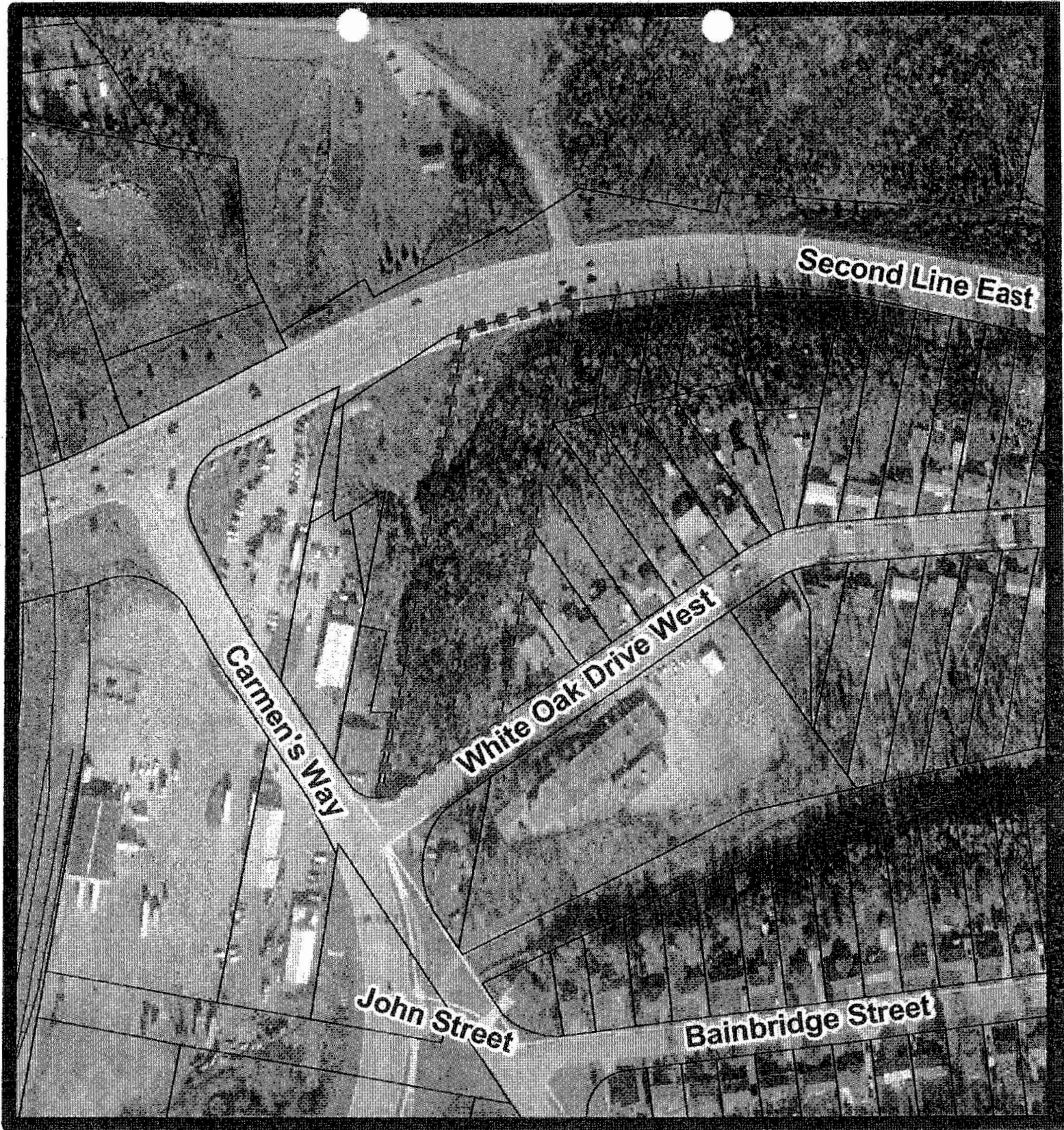


Metric Scale
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Maps
58 & 1-73

Mail Label ID
A-19-12-Z

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2008 ORTHO PHOTO
PLANNING APPLICATION A-19-12-Z
131 SECOND LINE EAST



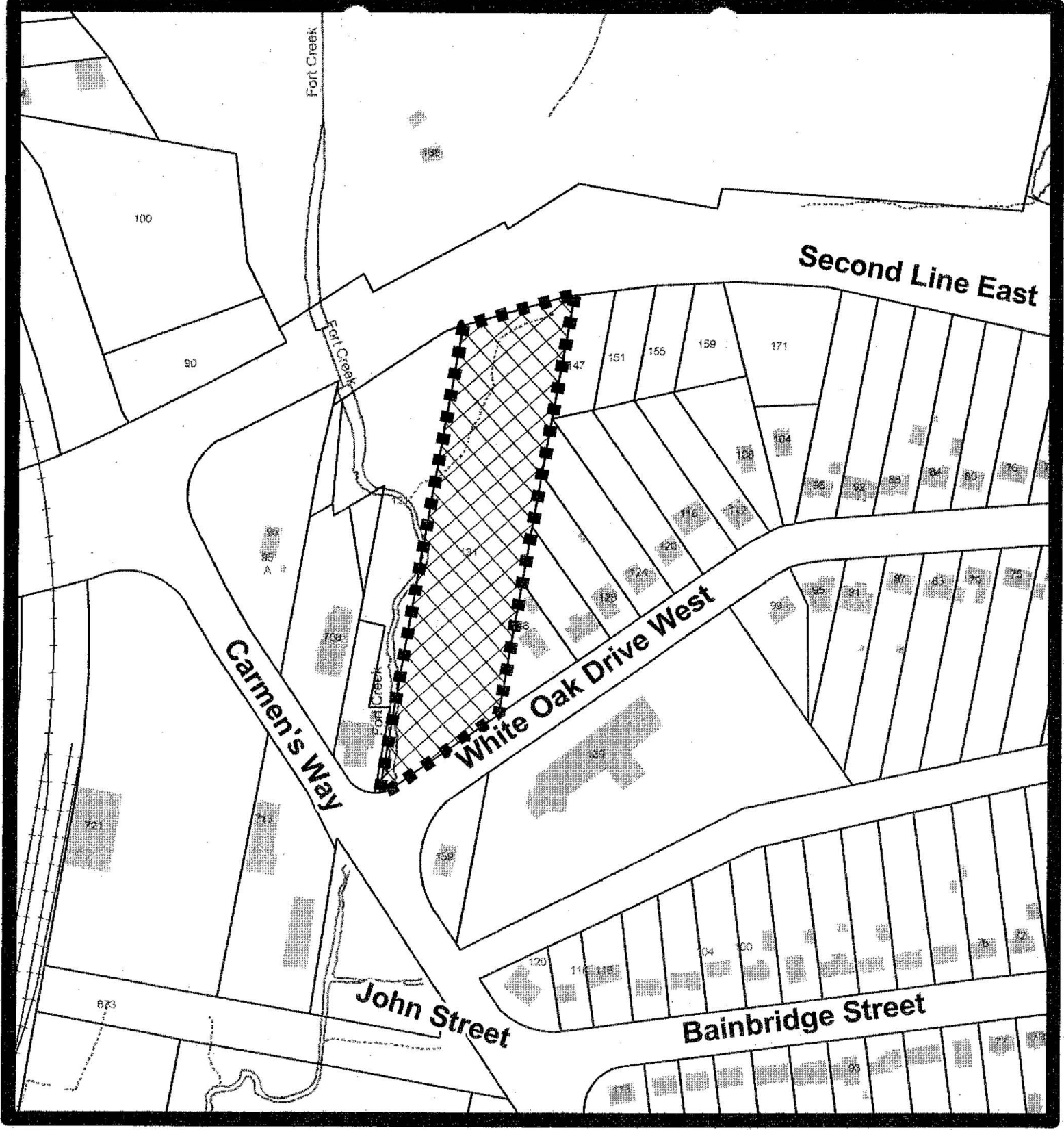
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58 & 1-73

Mail Label ID
A-19-12-Z

 Subject Property = 131 2nd Line E

4(6)(a)



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-19-12-Z

131 SECOND LINE EAST

-  Subject Property = 131 2nd Line E
-  Subject Property = 131 2nd Line E

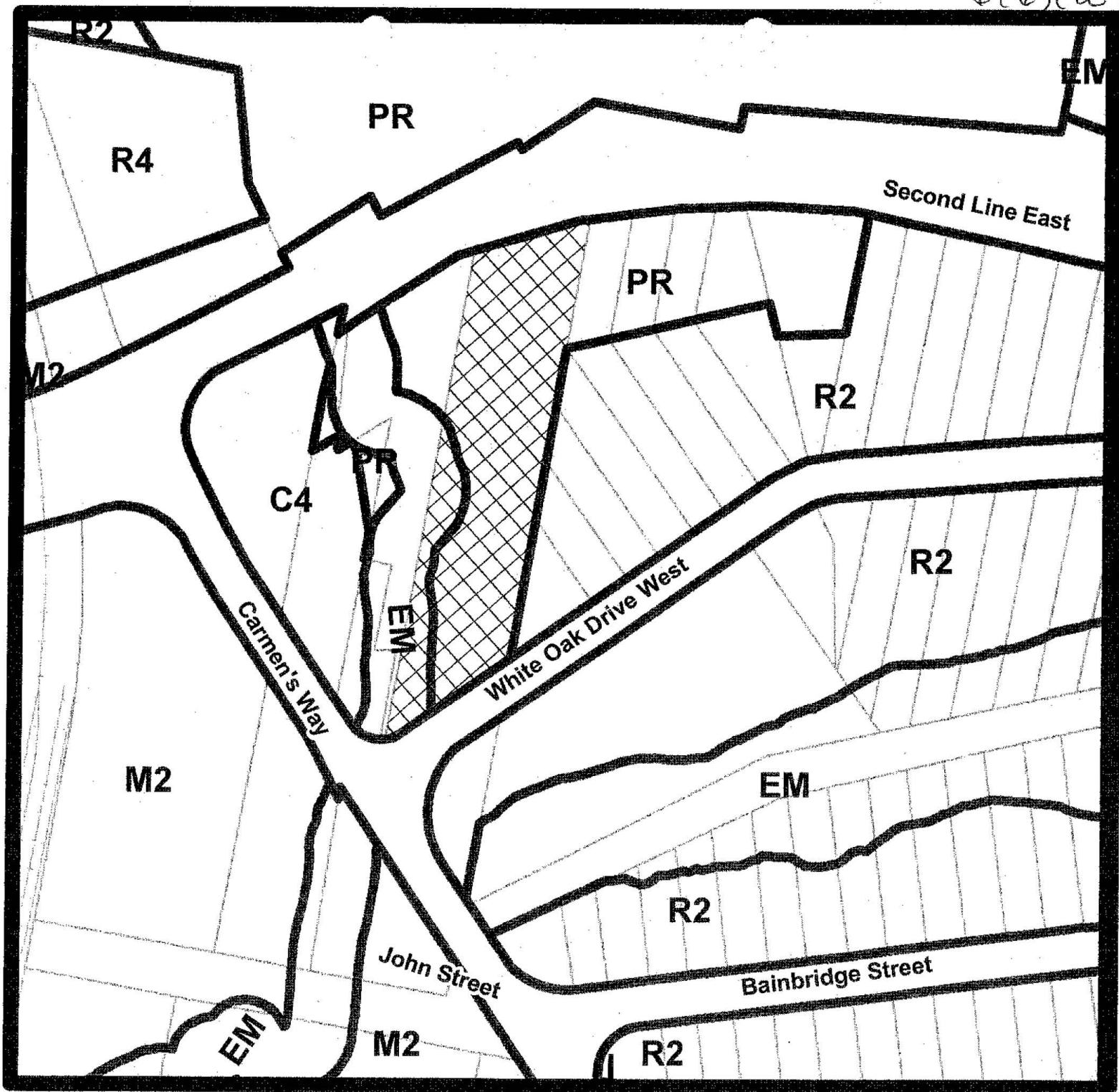


Metric Scale
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Mail Label ID
A-19-12-Z

6(6)(a)



EXISTING ZONING MAP

PLANNING APPLICATION A-19-12-Z

131 SECOND LINE EAST



Metric Scale
1 : 2500

Maps
58 & 1-73

Mail Label ID
A-19-12-Z

 Subject Property = 131 2nd Line E

 C4 - General Commercial Zone

 M2 - Medium Industrial Zone

 R2 - Single Detached Residential Zone

 R4 - Medium Density Residential Zone

 EM - Environmental Management Zone

 PR - Parks and Recreation Zone

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-108

AGREEMENTS: (P.3.1) A by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Community Policing Partnerships (CPP) Program effective April 1, 2012 to March 31, 2014.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto, between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Community Policing Partnerships (CPP) Program effective April 1, 2012 to March 31, 2014.

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 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

cf/by-laws/2012/2012-108 community policing partnership

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

THE AGREEMENT effective as of the 1st day of April, 2012.

BETWEEN:

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

(the "Ministry")

- and -

City of Sault Ste. Marie

(the "Recipient")

- and -

Sault Ste. Marie Police Services Board

(the "Board")

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

AND WHEREAS the Ministry wishes to continue to fund the activities of the Board by providing funds to the Municipality for the purposes of supporting the municipal contribution to the Board's budget to maintaining the increased number of sworn officers of the **Sault Ste. Marie Police Service** for enhanced police visibility;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 -- INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 Definitions. In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the allocated amount attached to the Agreement as Schedule "A".

"Expiry Date" means the date for expiry of this Agreement, as set out in section 3.1.

"Effective Date" means the date first above written.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 26.

"Funding Period" means: the period commencing on the Effective Date and ending on the Expiry Date.

"Funding Year" means any of Funding Year 1 or Funding Year 2;

"Funding Year 1" means April 1, 2012 through March 31, 2013;

"Funding Year 2" means April 1, 2013 through March 31, 2014;

"Funds" means the money the Ministry provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means \$360,000.00 for Funding Year 1, \$360,000.00 for Funding Year 2.

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Ministry considers it reasonable to extend that time.

"Parties" means the Ministry, the Recipient and the Board and "Party" means any one of them.

"Project" means the undertaking described in Schedule "B".

"Reports" means the reports described in Schedule C.

"Timelines" means the dates and times set out in Schedules A.

ARTICLE 2 -- REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient and Board each represents, warrants and covenants that:

- (a) it is and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the experience and expertise necessary to apply the Funds to the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Ministry in support of its request for funds (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.

2.2 **Execution of Agreement.** The Recipient and Board each represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient and Board each represents, warrants and covenants that upon execution and for the period during which the Agreement is in effect,:

- (a) it is a municipal Police Service Board, municipality or First Nation in a municipality that has established a municipal Police Service or whose council has entered into an agreement under s.10 of the *Police Services Act* for the provision of police services by the Ontario Provincial Police (OPP);
- (b) there is only one request for Program Funds and shall accept Program Funds under this agreement and not under any other agreement;
- (c) there exist procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and it shall report on the specific expenditures according to the requirements of this Agreement;

- (d) it shall have in place, as a condition of funding, such governance and the administrative structures and processes necessary to (i) ensure prudent and effective management of the Funds; (ii) enable the successful completion of the Project and the timely identification of risks to the completion of the Project; and (iv) to address the identified risks.
- (e) it shall report on the specific expenditures according to established expectations as set out in this Agreement;

2.4 **Supporting Documentation.** Upon request, the Recipient, the Board or both of them shall provide the Ministry with evidence of the matters referred to in this Article 2.

ARTICLE 3 -- TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the 1st of April 2012 and shall expire on the 31st of March 2014, unless terminated earlier pursuant to Articles 12, 13 or 14.

ARTICLE 4 -- FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Ministry shall:

- (a) reimburse the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) reimburse the Recipient by providing the Funds directly to the Recipient through transfer payments in accordance with the payment schedule attached to the Agreement as Schedule A; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) the Ministry's payment of Funds is conditional on the Board submitting the interim and final Reports in accordance with the requirements and the Timelines set out in Schedule A;

- (c) the Ministry is not obligated to provide Funds until it is satisfied with the Reports;
- (d) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided pursuant to section 7.1; and
 - (i) if the Recipient identifies that the Funds for the Funding year are not expected to be used for the Funding purposes, the Ministry may reallocate the Funds to other municipalities; or
 - (ii) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not 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 the Agreement pursuant to section 13.1.

4.3 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with Budget, as approved by the Ministry.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry.

4.5 **Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 **Interest.** If the Recipient earns any interest on the Funds:

- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds, unless adjustment has been made by the Ministry.

4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 -- ACQUISITION OF GOODS AND SERVICES

5.1 **Acquisition.** Subject to section 31.1, Funds should be used through a process that promotes the best value for money.

ARTICLE 6 -- CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that 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 Funds.

6.3 **Disclosure to Ministry.** The Recipient shall:

- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

ARTICLE 7 -- REPORTING, ACCOUNTING AND REVIEW**7.1 Preparation and Submission.** The Board shall:

- (a) submit to the Ministry at the address provided in section 18.1, Reports in accordance with the requirements and timelines set out in Schedules A.
- (b) submit to the Ministry at the address provided in section 18.1, any other reports as may be requested by the Ministry in accordance with the Timelines and content requirements specified by the Ministry;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and
- (d) ensure that all Reports and other reports are signed on behalf of the Board by an authorized signing officer.

7.2 Record Maintenance. The Recipient and the Board shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises, as the case may be, to review the progress of the Project and the Board's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Board in respect of the expenditure of the Funds and/or the Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.**7.5 No Control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.

- 7.6 **Auditor General.** For greater certainty, the Ministry's rights under this Article are separate and apart from any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 -- CREDIT AND PUBLICITY

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient and the Board shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind relating to the Project, including for greater certainty, press releases, published reports, radio and television programs and public meetings, using the following standard:

"This Project has been made possible by a grant from the Ministry of Community Safety and Correctional Services."

- 8.2 **Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Ministry before using any Government of Ontario or Ministry logo or symbol in any communications including press releases, published reports, television programs, public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.
- 8.3 **Publication.** The Recipient and the Board shall indicate, in any of its publications, of any kind, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 9 -- FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient and the Board acknowledge that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 -- INDEMNITY

- 10.1 **Indemnification.** The Recipient and the Board hereby agree to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

ARTICLE 11 -- INSURANCE

- 11.1 **Recipient's 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 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) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 -- TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Ministry may terminate the Agreement at any time upon giving at least sixty (60) days Notice to the Recipient and the Board.
- 12.2 **Consequences of Termination on Notice by the Ministry.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or

- (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 -- TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:
 - (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

ARTICLE 14 -- EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
 - (a) in the opinion of the Ministry, the Recipient or the Board breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

- (b) the Recipient's or Board's operations, or organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (c) the Recipient or Board ceases to operate; and
- (d) an event of Force Majeure that continues for a period of 60 days or more.

14.2 *Consequences of Events of Default and Corrective Action.* If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further installments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 *Opportunity to Remedy.* If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Recipient not Remedying.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,
- the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 -- FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, Funds allocated for the Funding Year as provided for in the Schedule A have not been spent for the Project, the Ministry may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 -- FUNDS UPON EXPIRY

16.1 **Funds upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17 -- REPAYMENT

17.1 **Debt Due.** If:

- (a) the Ministry demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry,

such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

17.2 **Interest Rate.** The Ministry may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Ministry of Ontario on accounts receivable.

- 17.3 **Payment of Money to Ministry.** The Recipient shall pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

ARTICLE 18 -- NOTICE

- 18.1 **Notice in Writing.** Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry Contact and the Recipient, respectively, as set out below, or as either Party later designates to the other by Notice:

To the Ministry:

Ministry of Community
Safety and Correctional
Services

25 Grosvenor Street,
12th Floor
Toronto ON M7A 2H3

To the Recipient:

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

Fax: 416-314-3092
Email: 416-314-3074

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 -- CONSENT BY MINISTRY

- 19.1 **Consent.** The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

ARTICLE 20 -- SEVERABILITY OF PROVISIONS

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 -- WAIVER

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 -- INDEPENDENT PARTIES

- 22.1 **Parties Independent.** The Parties acknowledge that they are not an agents, joint venturer, partner or employee of the Ministry, and the Parties shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 -- ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 -- GOVERNING LAW

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Ministry of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.
- 24.2 **BPSAA.** For the purposes of clarity, if the Recipient or Board is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 25 -- FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient and Board shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 -- CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 26.1 **Force Majeure.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and

- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 -- SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 29, 30, 31 and 32, 33 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 -- SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" – FUNDING AND PROJECT TIMELINE;
- (b) Schedule "B" – ORIGINAL APPLICATION;
- (c) Schedule "C" – INTERIM/FINAL REPORT;

ARTICLE 29 -- FURTHER FUNDS

29.1 **Further Funds.** It is agreed and understood that the provision of the Funds in no way commits or obligates the Ministry to provide other or additional payments now or in the future.

ARTICLE 30 -- INSPECTION

30.1 **Inspection.** The Ministry reserves the right to inspect any aspect of the Project at any time.

ARTICLE 31 -- MANAGEMENT BOARD/TREASURY BOARD APPROVAL

31.1 **Management Board Approval.** This Agreement may be subject to approval by the Management Board/Treasury Board Secretariat of the Government of Ontario.

ARTICLE 32 -- JOINT AND SEVERAL LIABILITY

32.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Ministry for the fulfillment of the obligations of the Recipient under the Agreement.

32.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 33 -- RIGHTS AND REMEDIES CUMULATIVE

33.1 **Rights and Remedies Cumulative.** The rights and remedies of the Ministry under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 34 -- ENTIRE AGREEMENT

34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

Article 35 -- FAILURE TO COMPLY WITH OTHER AGREEMENTS

35.1 **Other Agreements.** If the Recipient:

- a. has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency (a "Failure");
- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

the Ministry may suspend the payment of Funds for such period as the Ministry determines appropriate.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

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

Name: _____ Date _____
Title: _____

City of Sault Ste. Marie

Name: Rick Niro Date June 11, 2012
Title: Acting Mayor

Name: Rachel Tyczinski Date June 11, 2012
Title: Deputy City Clerk
I/We have authority to bind the Recipient.

Sault Ste. Marie Police Services Board

Name: Chair James Greco Date _____
Title: Mr.

Witness Name: _____ Date _____
Title: _____
I/We have authority to bind the Recipient.

SCHEDULE "A"
FUNDING AND PROJECT TIMELINE

Attached to and forming part of the Agreement between the **Ministry of Community Safety and Correctional Services** and **City of Sault Ste. Marie**, and **Sault Ste. Marie Police Services Board** dated the ____ day of _____, 2012.

Allocation

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

Ontario Police College

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

June 15, 1998 Benchmark

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

Use of the Funds

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

Reporting Requirements

6. The Board shall, by September 30th of each Funding Year that the Agreement is in effect, submit the CPP Program Interim Report, in the form provided in Schedule C. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date.
 - (b) the number of sworn officer(s) to-date.
7. The Board shall, by March 15th of each Funding Year that the Agreement is in effect, submit the CPP Program Final Report, in the form provided in Schedule C. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date.
 - (b) the number of sworn officer(s) to-date.
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested (50%);

Payment Schedule

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

Return of Unused Funds

11. The Municipality shall return to the Ministry by cheque payable to "Ontario Minister of Finance" any balance of the Funds that is not spent in accordance with this Agreement.

Oscar Mosquera
 Manager, Program Development Section
 External Relations Branch
 Public Safety Division
 25 Grosvenor Street, 12th Fl
 Toronto ON M7A 2H3



**Community Police
Partnerships (CPP)
Program**

SCHEDULE B

SECTION A:

Name of Police Services Board: Sault Ste. Marie Police Services Board		Address of Police Services Board: 580 Second Line East Sault Ste. Marie ON P6A 5L6	
Name of Police Service: Sault Ste. Marie Police Service			
Name of Municipality or Regional Municipality: City of Sault Ste. Marie		Address of Municipality or Regional Municipality: 99 Foster Drive Sault Ste. Marie ON P6A 5N1	
Name of Contact Person: Robert Davies Chief of Police		Telephone #: 759-7323	Fax #: 949-3082

***Community Police
Partnerships (CPP)
Program***

SECTION B:

GOALS AND OBJECTIVES

Name of Police Service:

Sault Ste. Marie Police Service

The Sault Ste. Marie Police Service plans to meet the goal of the CPP Program by enhancing community safety through an increase of front-line police officers above their existing complement level. They would like to hire 20 front-line police officers in 1998. This will increase their actual strength from 119 officers to 139 officers.

The front-line operational activities to be undertaken by the new officers over the next five years will be to provide adequate policing within the catchment area of a new casino. These officers will provide general uniform patrol, including enforcement for violations that occur mainly in the Sault Ste. Marie downtown area.

**Community Police
Partnerships (CPP)
Program**

Name of Police Service:

Sault Ste. Marie PS

SECTION C:

COMPLEMENT VARIANCE

Number of Sworn Officers as of June 15, 1998	118
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Comments:

SECTION D:

TRANSITIONAL PROVISION

(1) The target date for an interim casino could be as soon as January 1, 1999. The 20 additional officers hired will not be on the street until the spring of 1999 due to the selection and training process. Therefore, overtime officers will have to be assigned to provide policing services directly related to the casino until the new officers are trained and in place.

Note: This second application is being submitted on additional police officers hired with respect to a gaming casino being established in Sault Ste. Marie.

COMMUNITY POLICING PARTNERSHIP PROGRAM (CPP)

Name of Police Service:

Sault Ste. Marie Police Service

Project No.

47

Number of New Officers

Number of Sworn Officers as of June 15, 1998

118

Number of Proposed New Front-line Officers Under the CPP Program

22

Five-Year Plan for New Officers

Year	A	B	C	D	E	F	G	H	I	J	K
	Number of New Officers	Salary Per Officer	Total Salary (A x B)	Salary Requested (50% C)	Proposed O/T Hours For New Officers	O/T Rate/ Hour	Proposed O/T Costs** (F x G)	O/T Requested (50% G)	Total Amount Requested (D + H)	Total Allocation Recommended	No. of Officers Recommended
Year 1	20 2	\$8,991.00 \$19,638.00	\$219,096.00	\$109,548.00	150 40	\$21.27 \$23.20	\$4,118.50	\$2,059.25	\$111,607.25		
Year 2	20 2	\$37,040.00 \$45,573.00	\$831,946.00	\$415,973.00	600 80	\$21.27 \$30.93	\$15,238.40	\$7,618.20	\$423,591.20		
Year 3	20 2	\$42,487.00 \$54,440.00	\$958,620.00	\$479,310.00	600 80	\$23.20 \$34.80	\$16,704.00	\$8,352.00	\$487,662.00		
Year 4	20 2	\$52,971.00 \$60,314.00	\$1,180,048.00	\$590,024.00	600 80	\$30.93 \$38.67	\$21,651.60	\$10,825.80	\$600,849.80		
Year 5	20 2	\$58,845.00 \$63,251.00	\$1,303,402.00	\$651,701.00	600 80	\$34.80 \$38.67	\$23,973.60	\$11,986.80	\$663,687.80		
Total			\$4,493,112.00	\$2,246,556.00	2,210		\$61,684.10	\$30,842.05	\$2,287,398.05	\$2,100	\$2,100

Ministry will pay on the basis of actual overtime incurred.

* Ministry will pay 50% of overtime to a maximum of \$10,000 (up to \$5,000 ministry share) per officer.

** Years do not refer to the municipal fiscal year but are based on the Ontario Government fiscal year which runs from April 1st to March 31st (e.g., Year 1 refers to April 1, 1998 to March 31, 1999).

12/4/98

10/a

COMMUNITY POLICING PARTNERSHIP PROGRAM (CPP)

Name of Police Service: Sault Ste. Marie Police Service

SECTION 6: Year 1 Transitional Provision For Existing Officers

Number of Officers	Proposed O/T Hours*	O/T Costs** (Average)	O/T Requested (50%)
20	5,172	\$200,000.00	\$100,000.00

* Ministry will pay on the basis of actual overtime incurred.

** Ministry will pay 50% of overtime to a maximum of \$10,000 (up to \$5,000 ministry share) per officer.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-109

AGREEMENTS: (P.3.1) A by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program effective April 1, 2012 to March 31, 2014.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto, between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program effective April 1, 2012 to March 31, 2014.

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 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf/Bylaws/2012/2012-109 1000 Officers partnership program

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

10(b)

THE AGREEMENT effective as of the 1st day of April, 2012.

BETWEEN:

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

(the "Ministry")

- and -

City of Sault Ste. Marie

(the "Recipient")

- and -

Sault Ste. Marie Police Services Board

(the "Board")

WHEREAS in 2005 the Ministry established the Safer Community - 1,000 Officers Partnership (1,000 Officers) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

AND WHEREAS the Ministry wishes to continue to fund the activities of the Board by providing funds to the Municipality for the purposes of supporting the municipal contribution to the Board's budget to maintaining the increased number of sworn officers of the Sault Ste. Marie Police Service for enhanced police visibility;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 -- INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

"**Agreement**" means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"**Budget**" means the allocated amount attached to the Agreement as Schedule "A".

"**Expiry Date**" means the date for expiry of this Agreement, as set out in section 3.1.

"**Effective Date**" means the date first above written.

"**Event of Default**" has the meaning ascribed to it in section 14.1.

"**Force Majeure**" has the meaning ascribed to it in Article 26.

"**Funding Period**" means: the period commencing on the Effective Date and ending on the Expiry Date.

"**Funding Year**" means any of Funding Year 1 or Funding Year 2;

"**Funding Year 1**" means April 1, 2012 through March 31, 2013;

"**Funding Year 2**" means April 1, 2013 through March 31, 2014;

"**Funds**" means the money the Ministry provides to the Recipient pursuant to the Agreement.

"**Indemnified Parties**" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"**Maximum Funds**" means \$560,000.00 for Funding Year 1, \$560,000.00 for Funding Year 2.

"**Notice**" means any communication given or required to be given pursuant to the Agreement.

"**Notice Period**" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Ministry considers it reasonable to extend that time.

"Parties" means the Ministry, the Recipient and the Board and "Party" means any one of them.

"Project" means the undertaking described in Schedule "B".

"Reports" means the reports described in Schedule C.

"Timelines" means the dates and times set out in Schedules A.

ARTICLE 2 -- REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient and Board each represents, warrants and covenants that:

- (a) it is and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the experience and expertise necessary to apply the Funds to the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Ministry in support of its request for funds (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.

2.2 **Execution of Agreement.** The Recipient and Board each represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient and Board each represents, warrants and covenants that upon execution and for the period during which the Agreement is in effect,:

- (a) it is a municipal Police Service Board, municipality or First Nation in a municipality that has established a municipal Police Service or whose council has entered into an agreement under s.10 of the *Police Services Act* for the provision of police services by the Ontario Provincial Police (OPP);
- (b) there is only one request for Program Funds and shall accept Program Funds under this agreement and not under any other agreement;

- (c) there exist procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and it shall report on the specific expenditures according to the requirements of this Agreement;
- (d) it shall have in place, as a condition of funding, such governance and the administrative structures and processes necessary to (i) ensure prudent and effective management of the Funds; (ii) enable the successful completion of the Project and the timely identification of risks to the completion of the Project; and (iv) to address the identified risks.
- (e) it shall report on the specific expenditures according to established expectations as set out in this Agreement;

2.4 **Supporting Documentation.** Upon request, the Recipient, the Board or both of them shall provide the Ministry with evidence of the matters referred to in this Article 2.

ARTICLE 3 -- TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the 1st of April 2012 and shall expire on the 31st of March 2014, unless terminated earlier pursuant to Articles 12, 13 or 14.

ARTICLE 4 -- FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Ministry shall:

- (a) reimburse the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) reimburse the Recipient by providing the Funds directly to the Recipient through transfer payments in accordance with the payment schedule attached to the Agreement as Schedule A; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;

- (b) the Ministry's payment of Funds is conditional on the Board submitting the interim and final Reports in accordance with the requirements and the Timelines set out in Schedule A.;
- (c) the Ministry is not obligated to provide Funds until it is satisfied with the Reports;
- (d) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided pursuant to section 7.1; and
 - (i) if the Recipient identifies that the Funds for the Funding year are not expected to be used for the Funding purposes, the Ministry may reallocate the Funds to other municipalities; or
 - (ii) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not 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 the Agreement pursuant to section 13.1.

4.3 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with Budget, as approved by the Ministry.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry.

- 4.5 **Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds, unless adjustment has been made by the Ministry.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 -- ACQUISITION OF GOODS AND SERVICES

- 5.1 **Acquisition.** Subject to section 31.1, Funds should be used through a process that promotes the best value for money.

ARTICLE 6 -- CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that 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 Funds.

6.3 **Disclosure to Ministry.** The Recipient shall:

- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

ARTICLE 7 -- REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Board shall:

- (a) submit to the Ministry at the address provided in section 18.1, Reports in accordance with the requirements and timelines set out in Schedules A.
- (b) submit to the Ministry at the address provided in section 18.1, any other reports as may be requested by the Ministry in accordance with the Timelines and content requirements specified by the Ministry;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and
- (d) ensure that all Reports and other reports are signed on behalf of the Board by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient and the Board shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 **Inspection.** The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises, as the case may be, to review the progress of the Project and the Board's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Board in respect of the expenditure of the Funds and/or the Project.

- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Ministry's rights under this Article are separate and apart from any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 – CREDIT AND PUBLICITY

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient and the Board shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind relating to the Project, including for greater certainty, press releases, published reports, radio and television programs and public meetings, using the following standard:

"This Project has been made possible by a grant from the Ministry of Community Safety and Correctional Services."

- 8.2 **Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Ministry before using any Government of Ontario or Ministry logo or symbol in any communications including press releases, published reports, television programs, public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.
- 8.3 **Publication.** The Recipient and the Board shall indicate, in any of its publications, of any kind, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 9 -- FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient and the Board acknowledge that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 -- INDEMNITY

- 10.1 **Indemnification.** The Recipient and the Board hereby agree to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

ARTICLE 11 -- INSURANCE

- 11.1 **Recipient's 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 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) per occurrence. The policy shall include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation, termination or material change.

- 11.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 -- TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Ministry may terminate the Agreement at any time upon giving at least sixty (60) days Notice to the Recipient and the Board.
- 12.2 **Consequences of Termination on Notice by the Ministry.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:
- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 -- TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:
 - (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

ARTICLE 14 -- EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
 - (a) in the opinion of the Ministry, the Recipient or the Board breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (ii) use or spend Funds; and/or
- (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's or Board's operations, or organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (c) the Recipient or Board ceases to operate; and
- (d) an event of Force Majeure that continues for a period of 60 days or more.

14.2 ***Consequences of Events of Default and Corrective Action.*** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further installments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 ***Opportunity to Remedy.*** If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,

the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 -- FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, Funds allocated for the Funding Year as provided for in the Schedule A have not been spent for the Project, the Ministry may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 -- FUNDS UPON EXPIRY

16.1 **Funds upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17 -- REPAYMENT

17.1 **Debt Due.** If:

- (a) the Ministry demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry,

such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

- 17.2 **Interest Rate.** The Ministry may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Ministry of Ontario on accounts receivable.
- 17.3 **Payment of Money to Ministry.** The Recipient shall pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

ARTICLE 18 -- NOTICE

- 18.1 **Notice in Writing.** Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry Contact and the Recipient, respectively, as set out below, or as either Party later designates to the other by Notice:

To the Ministry:

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

To the Recipient:

Attention: Oscar Mosquera, Manager
Program Development Section
External Relations Branch
Public Safety Division
Fax: 416-314-3092
Email: 416-314-3074

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 -- CONSENT BY MINISTRY

- 19.1 **Consent.** The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

ARTICLE 20 -- SEVERABILITY OF PROVISIONS

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 -- WAIVER

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 -- INDEPENDENT PARTIES

- 22.1 **Parties Independent.** The Parties acknowledge that they are not an agents, joint venturer, partner or employee of the Ministry, and the Parties shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 -- ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 -- GOVERNING LAW

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Ministry of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.
- 24.2 **BPSAA.** For the purposes of clarity, if the Recipient or Board is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 25 -- FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient and Board shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 – CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

26.1 Force Majeure. Subject to section 26.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 Force Majeure Includes. Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 Failure to Fulfil Obligations. Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 -- SURVIVAL

- 27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 29, 30, 31 and 32, 33 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 -- SCHEDULES

- 28.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule "A" - FUNDING AND PROJECT TIMELINE;
 - (b) Schedule "B" - ORIGINAL APPLICATION;
 - (c) Schedule "C" - INTERIM/FINAL REPORT;

ARTICLE 29 -- FURTHER FUNDS

- 29.1 **Further Funds.** It is agreed and understood that the provision of the Funds in no way commits or obligates the Ministry to provide other or additional payments now or in the future.

ARTICLE 30 -- INSPECTION

- 30.1 **Inspection.** The Ministry reserves the right to inspect any aspect of the Project at any time.

ARTICLE 31 -- MANAGEMENT BOARD/TREASURY BOARD APPROVAL

- 31.1 **Management Board Approval.** This Agreement may be subject to approval by the Management Board/Treasury Board Secretariat of the Government of Ontario.

ARTICLE 32 -- JOINT AND SEVERAL LIABILITY

- 32.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Ministry for the fulfillment of the obligations of the Recipient under the Agreement.
- 32.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 33 -- RIGHTS AND REMEDIES CUMULATIVE

- 33.1 ***Rights and Remedies Cumulative.*** The rights and remedies of the Ministry under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 34 -- ENTIRE AGREEMENT

- 34.1 ***Entire Agreement.*** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 ***Modification of Agreement.*** The Agreement may only be amended by a written agreement duly executed by the Parties.

Article 35 -- FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 35.1 ***Other Agreements.*** If the Recipient:
- a. has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency (a "Failure");
 - b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - d. such Failure is continuing,

the Ministry may suspend the payment of Funds for such period as the Ministry determines appropriate.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

as represented by the Minister of Community Safety and Correctional Services

Name: **Stephen Waldie**

Date

Title: **Director, External Relations Branch**

City of Sault Ste. Marie

June 11, 2012

Name: **Rick Niro**

Date

Title: **Acting Mayor**

June 11, 2012

Name: **Rachel Tyczinski**

Date

Title: **Deputy City Clerk**

I/We have authority to bind the recipient.

Sault Ste. Marie Police Services Board

Name: **Mr. James Greco**

Date

Title: **Chair**

Witness Name:

Date

Title:

I/We have authority to bind the Recipient.

SCHEDULE "A"**FUNDING AND PROJECT TIMELINE**

Attached to and forming part of the Agreement between the Ministry of Community Safety and Correctional Services and City of Sault Ste. Marie, and Sault Ste. Marie Police Services Board dated the _____ day of _____, 2012.

Allocation

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

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

2. The Ministry will provide the Funds in accordance with the Program, under the terms of which the Board will maintain visible front-line and/or targeted areas/court efficiencies policing activities ("1,000 Officers Activities") as outlined in the original grant application, submitted as Schedule B.
3. The Funds shall be used by the Board and the Municipality solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the October 23, 2003 Benchmark, due to the assignment of front-line police officers to non-1,000 Officers Activities.

Ontario Police College

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

October 23, 2003 Benchmark

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

Use of the Funds

2. The Funds shall be used only to pay half the costs of salaries, overtime and payroll benefits to a maximum of \$35,000.00 per officer for officers hired under the 1,000 Officers Program and engaged in full time 1,000 Officers Activities. The Ministry's share of overtime will not exceed \$5,000.00 per officer.

Reporting Requirements

3. The Board shall, by September 30th of each Funding Year that the Agreement is in effect, submit the 1,000 Officers Program Interim Report, in the form provided in Schedule C. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date.
 - (b) the number of sworn officer(s) to-date.
 - (c) name the front-line and/or targeted areas/court efficiencies police officer(s) salaries/benefits for the period of April 1st to September 30th.
4. The Board shall, by March 15th of each Funding Year that the Agreement is in effect, submit the 1,000 Officers Program Final Report, in the form provided in Schedule C. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date.
 - (b) the number of sworn officer(s) to-date.
 - (c) name the front-line and/or targeted areas/court efficiencies police officer(s) salaries/benefits, overtime rate, total overtime hours (actual), overtime requested for the period of October 1st to March 31st;

Payment Schedule

5. The Ministry will reimburse the Municipality bi-annually subject to the Ministry receiving and approving the interim and final 1,000 Officers Program reports. Overtime will be paid annually after the 1,000 Officers Program Final Report, in the form provided in Schedule C, is received and approved by the Ministry.

6. The Recipient may be required to provide such further or additional information as the Ministry, acting reasonably, deems appropriate in approving the 1,000 Officers Program interim and final reports.
7. Approval of the interim and final reports is at the sole discretion of the Ministry.

Return of Unused Funds

8. The Municipality shall return to the Ministry by cheque payable to "Ontario Minister of Finance" any balance of the Funds that is not spent in accordance with this Agreement.

Oscar Mosquera
Manager, Program Development Section
External Relations Branch
Public Safety Division
25 Grosvenor Street, 12th Fl
Toronto ON M7A 2H

Schedule C

[illegible]

1070

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2012-113**

AGREEMENT: (E2.2) A by-law to authorize a contract between the City and Pioneer Construction Inc. for the resurfacing of Peoples Road and Airport Road. (Contract 2012-7E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Acting Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated June 11, 2012 and made between the City and Pioneer Construction Inc. for the resurfacing of Peoples Road and Airport Road.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

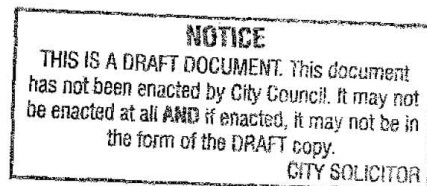
This by-law takes effect on the day of its final passing.

PASSED in open Council this 11th day of June 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

cf Bylaws\2012\2012-113 Agreement Pioneer Construction



CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2012-7E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 11th day of June in the year 2012 by and between Pioneer Construction Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**PEOPLES ROAD RESURFACING
CONTRACT 2012-7E**

Which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

10(c)

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION:

The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR:

Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 5K8

THE OWNER:

Mr. Jerry D. Dolcetti, RPP
Commissioner, Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Facsimile 705-541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - DEBBIE AMAROSO

(seal)

CITY CLERK - MALCOLM WHITE

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-114

AGREEMENT: (E2.2) A by-law to authorize a contract between the City and Ellwood Robinson Limited for the resurfacing of Bruce Street from Wellington Street to Salisbury Avenue and Allen Side Road from Third Line West to 1200 meters north. (Contract 2012-8E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Acting Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated June 11, 2012 and made between the City and Ellwood Robinson Limited for the resurfacing of Bruce Street from Wellington Street to Salisbury Avenue and Allen Side Road from Third Line West to 1200 meters north.

2. **SCHEDULE "A"**

Schedule "A" 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 11th day of June 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

cf Bylaws\2012\2012-114 Agreement Ellwood

NOTICE

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

CITY SOLICITOR

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2012-8E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 11th day of June in the year 2012 by and between Ellwood Robinson Limited hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**MISCELLANEOUS CONSTRUCTION/PAVING
CONTRACT 2012-8E**

Which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

10(d)

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR: Ellwood Robinson Limited
2075 Great Northern Road
Sault Ste. Marie, ON P6A 5K7

THE OWNER: Mr. Jerry D. Dolcetti, RPP
Commissioner, Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Facsimile 705-541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - DEBBIE AMAROSO

(seal)

CITY CLERK - MALCOLM WHITE

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-119

AGREEMENT: (LE-101) A by-law to authorize a Licence Agreement between the City and Jennifer Meagan Bellerose and Stephen Russell Alexander for the use of a portion of the City owned land abutting 1097 Queen Street East, Sault Ste. Marie, Ontario.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, C. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Acting Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated June 11, 2012, and made between the City and Jennifer Meagan Bellerose and Stephen Russell Alexander for the use of a portion of the City owned property abutting 1097 Queen Street East, Sault Ste. Marie, Ontario in the form of Schedule "A" hereto.

2. **SCHEDULE "A"**

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

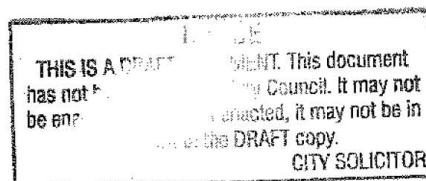
3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



10(e)

SCHEDULE "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 11th day of June, 2012.

BETWEEN: THE CORPORATION OF THE CITY
OF SAULT STE. MARIE
(herein referred to as the "City")

- and - **JENNIFER MEAGAN BELLEROSÉ and**
STEPHEN RUSSELL ALEXANDER
(herein referred to as the "Licencee")

The City grants to the Licensee the right to occupy the property of the City ("the City property") identified as a portion of land abutting 1097 Queen Street East as shown in Schedule "A" attached to this Licence to Occupy City Property

This licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

JENNIFER MEAGAN BELLERSE

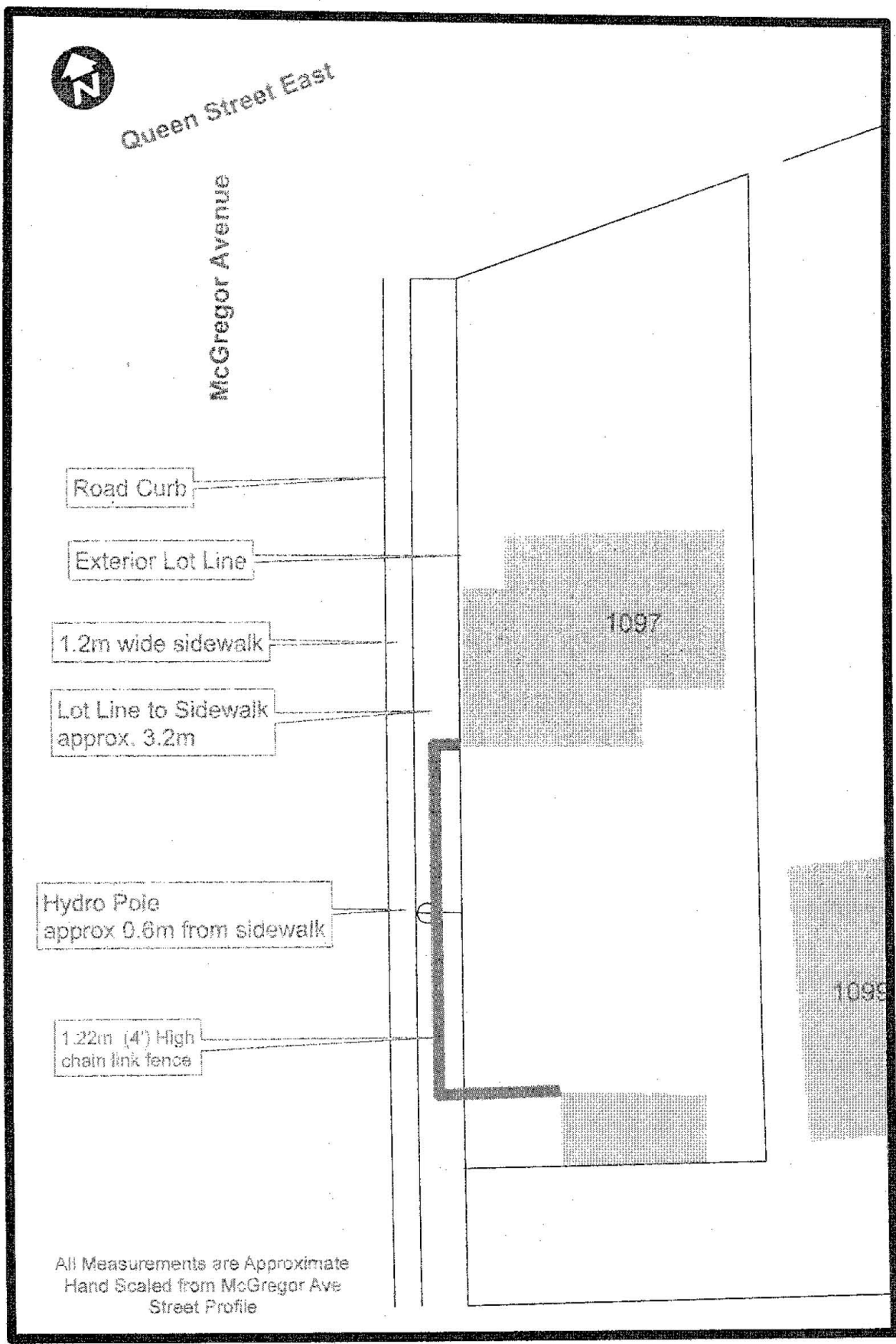
STEPHEN RUSSELL ALEXANDER

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

ACTING MAYOR - RICK NIRO

DEPUTY CITY CLERK -
RACHEL TYCZINSKI

**WE HAVE THE AUTHORITY TO BIND
THE CORPORATION**



1097 QUEEN E FENCE PROPOSAL

SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to install and maintain a 1.22 meter (4") high chain link fence ("Fence") on property owned by the City, at the location as specified in red on Schedule "A" to this Licence Agreement.
2. At no time shall the City be responsible for either installing or maintaining the Fence. The City has no obligation to make any improvements or provide any maintenance to the property described in this Licence Agreement. These obligations are the Licencee's.
3. The Licencee shall be responsible for all costs and expenses relating to the installation and the maintenance of the Fence and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
4. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the installation and use of the Fence and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.
5. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the Fence.
6. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's Fence covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's Fence not been so installed, used, maintained or removed by the Licencee.
7. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City.
8. If the City and/or the PUC requires access to any property such that removal of any portion or the entirety of the Fence is required, the Licencee shall in no way restrict such access and the City and/or PUC shall in no way be responsible for restoring the property or the Fence to its condition prior to such access by the City and/or PUC.
9. Either party may cancel this Licence Agreement on giving thirty (30) days written notice to the other party of the intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

CITY

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

LICENCEE

Jennifer Meagan Bellerose and Stephen Russell Alexander
1097 Queen Street East
Sault Ste. Marie, ON P6A 2E1

10. On termination of this Licence Agreement, the Licencee shall forthwith remove the Fence from the property as set out in Schedule "A" attached hereto, at the Licencee's sole risk and expense and leave the said property in a condition satisfactory to the City; provided that if the Licencee's Fence is not removed by the Licencee within a period of thirty (30) days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.
11. The Licencee will not use or permit the use of the said land for any purpose other than the purpose herein set out, that is the extension of the rear/side yard of the property at 1097 Queen Street East. No buildings or structures will be erected on the City owned property.
12. The Licencee shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the subject lands in an amount not less than Two Million (\$2,000,00.00) Dollars. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2012-112**

LICENSING: (L.3.1.) A by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2012.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, **ENACTS** as follows:

1. VENDORS PROHIBITED

Despite the provisions of By-laws 3306 and 84-196, during July 19th – 21st, 2012, vendors licensed under those by-laws shall not locate on or near the grounds of Rotaryfest 2012 on Russ Ramsey Way south of the entrance to the Senior Drop In Centre, Foster Drive from Russ Ramsey Way to the east entrance to the south Civic Centre parking lot, south side of Bay Street between Brock and East Streets including the sidewalk and lower East Street south of Bay Street as shown on Schedule "A".

2. PENALTY

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

3. SCHEDULE "A"

Schedule "A" hereto forms part of its final passing.

4. EFFECTIVE DATE

This by-law is effective on the final date of its passing.

PASSED in Open Council this 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

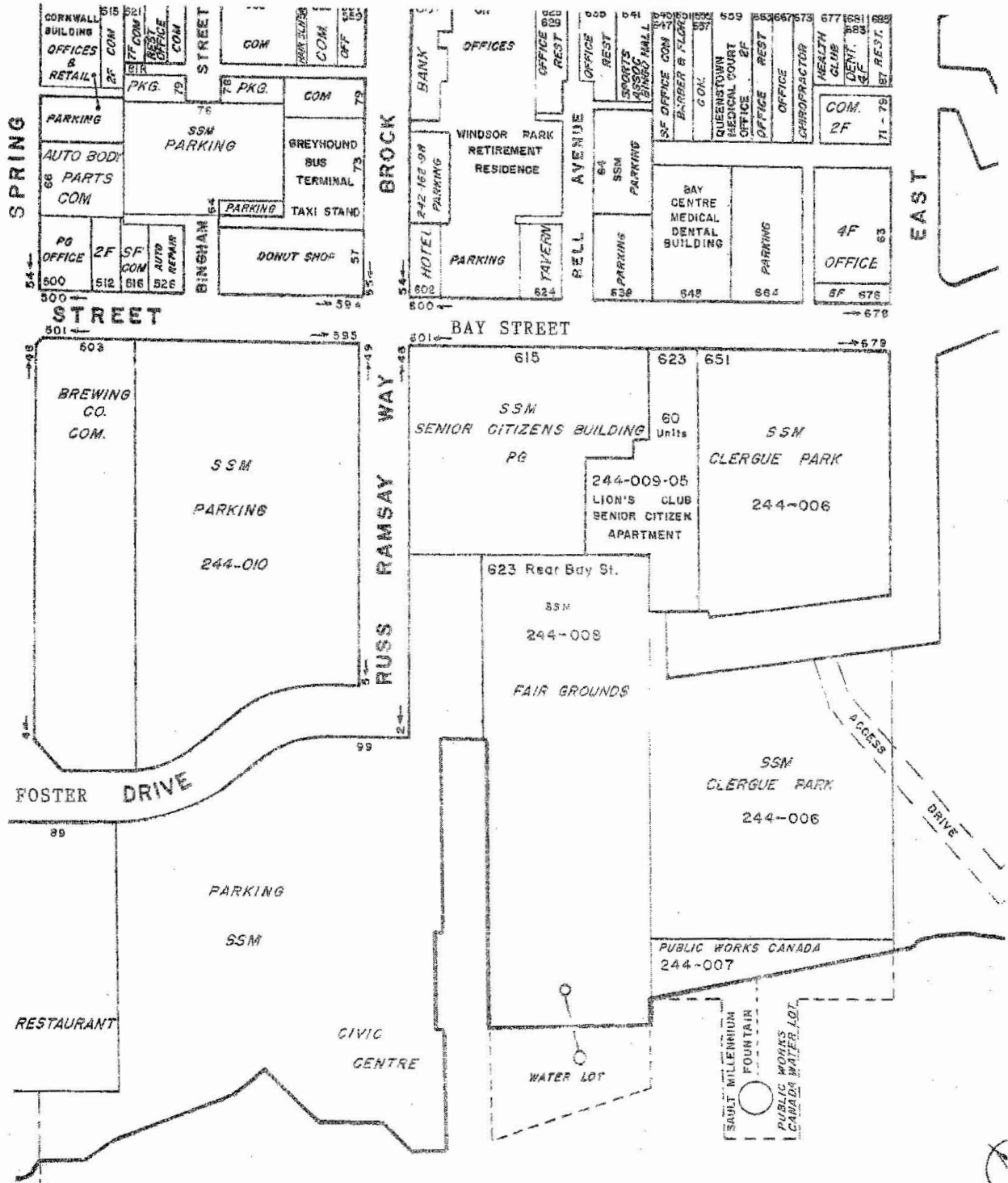
NOTICE

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CITY SOLICITOR

SCHEDULE "A"

Vendors are prohibited from locating on or near the grounds of Rotaryfest 2012 as shown below.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-117

LICENSING: (L.3.1.) A by-law to prohibit vendors from locating on or near the Buskerfest grounds on Queen Street East from East Street to Brock Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25, **ENACTS** as follows:

1. **VENDORS PROHIBITED**

Despite the provisions of By-laws 3306 and 84-196, during August 10, 11 and 12, 2012 vendors licensed under those by-laws shall not locate on or near the Buskerfest grounds on Queen Street East from East Street to Brock Street as shown on Schedule "A".

2. **PENALTY**

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this bylaw.

4. **EFFECTIVE DATE**

This by-law is effective on the final date of its passing.

PASSED in Open Council this 11th day of June, 2012.

ASSISTANT MAYOR – RICK NIRO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da Bylaws\2012\2012-117\Buskerfest – Prohibiting Vendors.doc

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CITY SOLICITOR

$10(g)$

The map shows a grid of streets in St. John's, Newfoundland. The streets are labeled as follows:

- Vertical Streets (from West to East):** Spring Street, Brock Street, Queen Street East, Bay Street, East Street.
- Horizontal Streets (from North to South):**
 - Top row: 133, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 495, 497, 499, 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 521, 523, 525, 527, 529, 531, 533, 535, 537, 539, 541, 543, 545, 547, 549, 551, 553, 555, 557, 559, 561, 563, 565, 567, 569, 571, 573, 575, 577, 579, 581, 583, 585, 587, 589, 591, 593, 595, 597, 599, 601, 603, 605, 607, 609, 611, 613, 615, 617, 619, 621, 623, 625, 627, 629, 631, 633, 635, 637, 639, 641, 643, 645, 647, 649, 651, 653, 655, 657, 659, 661, 663, 665, 667, 669, 671, 673, 675, 677, 679, 681, 683, 685, 687, 689, 691, 693, 695, 697, 699, 701, 703, 705, 707, 709, 711, 713, 715, 717, 719, 721, 723, 725, 727, 729, 731, 733, 735, 737, 739, 741, 743, 745, 747, 749, 751, 753, 755, 757, 759, 761, 763, 765, 767, 769, 771, 773, 775, 777, 779, 781, 783, 785, 787, 789, 791, 793, 795, 797, 799, 801, 803, 805, 807, 809, 811, 813, 815, 817, 819, 821, 823, 825, 827, 829, 831, 833, 835, 837, 839, 841, 843, 845, 847, 849, 851, 853, 855, 857, 859, 861, 863, 865, 867, 869, 871, 873, 875, 877, 879, 881, 883, 885, 887, 889, 891, 893, 895, 897, 899, 901, 903, 905, 907, 909, 911, 913, 915, 917, 919, 921, 923, 925, 927, 929, 931, 933, 935, 937, 939, 941, 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, 969, 971, 973, 975, 977, 979, 981, 983, 985, 987, 989, 991, 993, 995, 997, 999, 1001, 1003, 1005, 1007, 1009, 1011, 1013, 1015, 1017, 1019, 1021, 1023, 1025, 1027, 1029, 1031, 1033, 1035, 1037, 1039, 1041, 1043, 1045, 1047, 1049, 1051, 1053, 1055, 1057, 1059, 1061, 1063, 1065, 1067, 1069, 1071, 1073, 1075, 1077, 1079, 1081, 1083, 1085, 1087, 1089, 1091, 1093, 1095, 1097, 1099, 1101, 1103, 1105, 1107, 1109, 1111, 1113, 1115, 1117, 1119, 1121, 1123, 1125, 1127, 1129, 1131, 1133, 1135, 1137, 1139, 1141, 1143, 1145, 1147, 1149, 1151, 1153, 1155, 1157, 1159, 1161, 1163, 1165, 1167, 1169, 1171, 1173, 1175, 1177, 1179, 1181, 1183, 1185, 1187, 1189, 1191, 1193, 1195, 1197, 1199, 1201, 1203, 1205, 1207, 1209, 1211, 1213, 1215, 1217, 1219, 1221, 1223, 1225, 1227, 1229, 1231, 1233, 1235, 1237, 1239, 1241, 1243, 1245, 1247, 1249, 1251, 1253, 1255, 1257, 1259, 1261, 1263, 1265, 1267, 1269, 1271, 1273, 1275, 1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291, 1293, 1295, 1297, 1299, 1301, 1303, 1305, 1307, 1309, 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1325, 1327, 1329, 1331, 1333, 1335, 1337, 1339, 1341, 1343, 1345, 1347, 1349, 1351, 1353, 1355, 1357, 1359, 1361, 1363, 1365, 1367, 1369, 1371, 1373, 1375, 1377, 1379, 1381, 1383, 1385, 1387, 1389, 1391, 1393, 1395, 1397, 1399, 1401, 1403, 1405, 1407, 1409, 1411, 1413, 1415, 1417, 1419, 1421, 1423, 1425, 1427, 1429, 1431, 1433, 1435, 1437, 1439, 1441, 1443, 1445, 1447, 1449, 1451, 1453, 1455, 1457, 1459, 1461, 1463, 1465, 1467, 1469, 1471, 1473, 1475, 1477, 1479, 1481, 1483, 1485, 1487, 1489, 1491, 1493, 1495, 1497, 1499, 1501, 1503, 1505, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521, 1523, 1525, 1527, 1529, 1531, 1533, 1535, 1537, 1539, 1541, 1543, 1545, 1547, 1549, 1551, 1553, 1555, 1557, 1559, 1561, 1563, 1565, 1567, 1569, 1571, 1573, 1575, 1577, 1

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-105

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 186 to the Official Plan for the City of Sault Ste. Marie (680 Fifth Line East).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

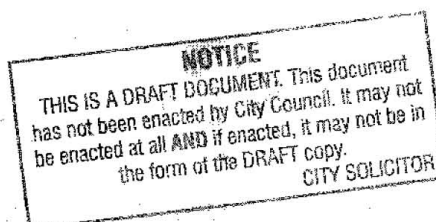
1. The Council hereby adopts Amendment No. 186 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK–RACHEL TYCZINSKI

cf/Staff/zoning/2. OP bylaw/Lofstrom (Fifth line east)



**AMENDMENT NO. 186
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 Rural Area designation.

LOCATION:

Tarentorus PT SWS SEC 8 RP 1R10664 Pt PART 1 located on the southeast side of Great Northern Road, approximately 230m north of it's intersection with Fifth Line East, 680 Fifth Line East.

BASIS:

This Amendment is necessary in view of the request to create a new rural residential lot, the second since December 2009, whereas Rural Area Policy 11 restricts new rural area lot creation to 1, counted from December 2009.

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

Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to Rural Area Policy 11.

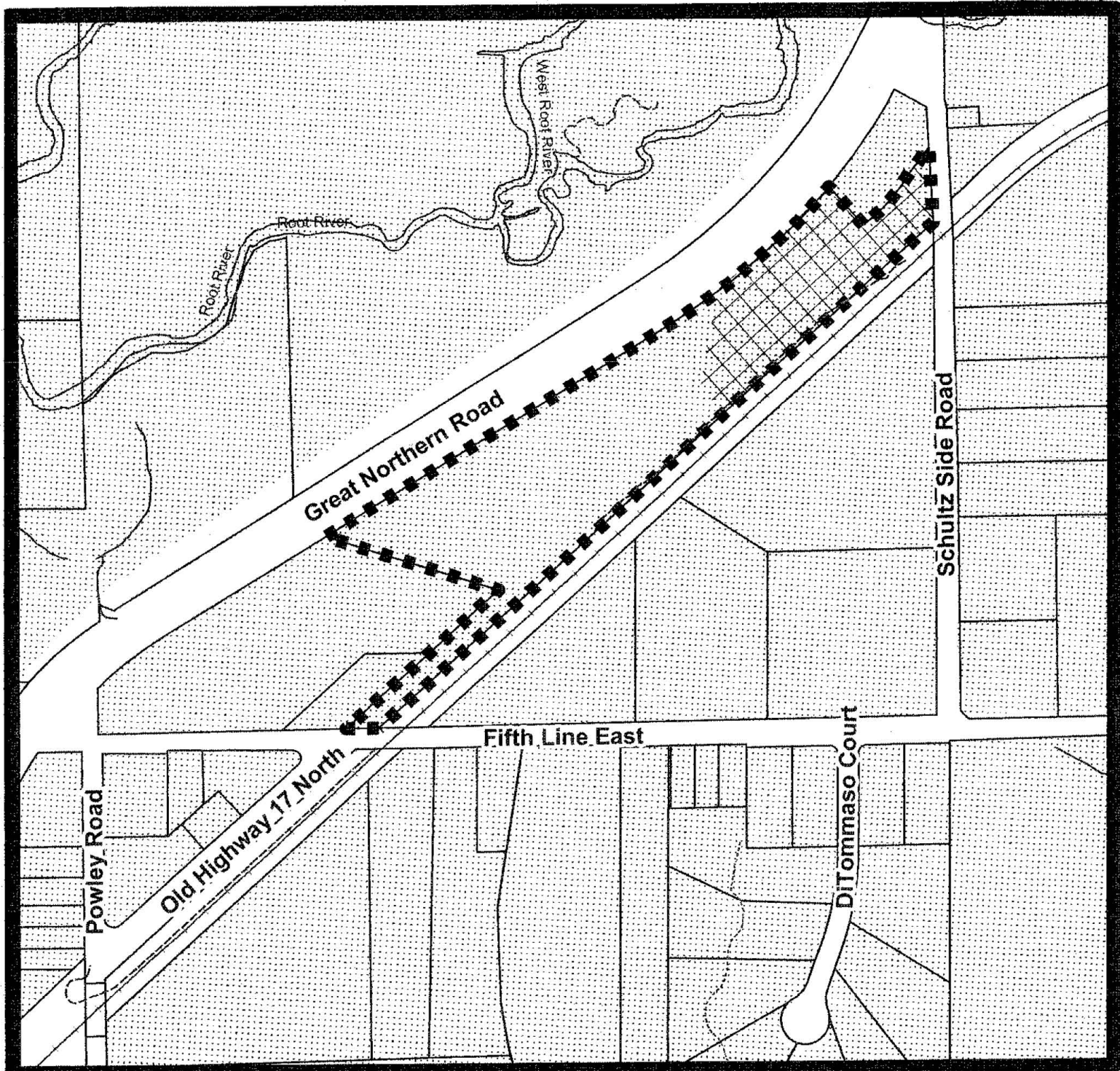
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

126. Notwithstanding the Rural Area Policies of the Official Plan, the lands described as Tarentorus PT SWS SEC 8 RP 1R10664 Pt PART 1 located on the southeast side of Great Northern Road, approximately 230m north of it's intersection with Fifth Line East, 680 Fifth Line East, may be severed to create 1 additional lot for rural residential purposes, conditional upon the successful approval of a severance application to the Committee of Adjustment.

INTERPRETATION

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

10(h)



Official Plan Schedule "C" Land Use Map

Schedule "A" to Amendment No. 186

680 FIFTH LINE EAST

PLANNING APPLICATION
A-18-12-OP



- Subject Property = 680 Fifth Line E
- Proposed Lot
- Rural Area OP Land Use

Metric Scale
1 : 5200

Maps
504 & 2-62

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-110

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act, R.S.O. 1990*, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

cf Bylaws\2012\2012-110 Parking Officers – Private lots

NOTICE

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

CITY SOLICITOR

<u>ADGE SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICHARD,JOHN.	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
191 BROWN,STEVEN,GEORGE	SEP.SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
198 SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
248 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249 CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253 TRAVSON,TERRANCE(TERRY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276 SMITH DENNIS,ROBERT	G4S SECURITY	CROSS- COUNTRY/AIRPORT
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335 GROSSO,DONALD	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
343 CHILLMAN,JODI	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNETH	DAYS INN	DAYS INN HOTEL
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
366 TROINOW,VICTORIA	G4S SECURITY	CROSS- COUNTRY/AIRPORT
369 CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
372 BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
374 TAAYEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376 FINN,ROBERT	G4S SECURITY	CROSS- COUNTRY/AIRPORT
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
384 BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
389 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
391 MCLEOD,HEATHER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
400 JOHNSON,MICHAEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNER,HAROLD	G4S SECURITY	CROSS- COUNTRY/AIRPORT
411 MOORE,ROBERT	G4S SECURITY	CROSS- COUNTRY/AIRPORT
413 HILL,MICHAEL	CORPS OF COMM	SAULT HOSPITAL
420 FABIANO,ANTONIO	G4S SECURITY	CROSS- COUNTRY/AIRPORT
423 VANDERLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
430 RUSGIO,DOMINIC	MAJOR CONTR.	TRAVELODGE
431 DICKSON,SHANE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
435 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
440 HAMMERSTEDT,ERIC	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
441 WILSON,DAVID	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARCIL,MARK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446 HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAU,JESE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DANIEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DERASP,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
458 CONEYBEARE,KEVIN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
458 ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 SLEEMAN,RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460 BOUGIE,DAN	CORPS OF COMM	SAULT AREA HOSPITAL
462 GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463 MORIN,ALEX	CORPS OF COMM	SAULT AREA HOSPITAL
464 DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST.
465 DELAVALLE,DON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
467 BERNIER,JUNE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
468 AGNEW,BRENDAN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
469 SANTELLI,DOMINIC	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
470 WOOLLEY,NATHANIEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
471 STOYCHEFF,CHRISOPHER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
472 BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
474 MANCUSO,ANTHONY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
475 TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
477 BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479 GROUX VINCE	CORPS OF COMM	SAULT AREA HOSPITAL

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481 FORD,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
482 LEWCELLE,BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
484 MCLEOD,VIRIGINA	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
485 ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
486 LONGO,NADIA	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
487 ROUGEAU,MARISA	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
488 LEFLEUR,MARILYN	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
489 MCQUEEN,WANDA	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
490 LUXTON,JEFF	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
492 PARKER,MICHAEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
493 BROWN,FRASER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
494 SHEWFELT,CODY	G4S SECURITY	CROSS- COUNTRY/AIRPORT
497 ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498 MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
499 SCALI,NICOLA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
500 EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
501 QUARRELL,ROBERT	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
502 HAMEL,CHRIS	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
503 HAMEL,MELANIE	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
505 JONES,CHELSEY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
507 SMYTHE,RICHARD	BANK OF MONTREAL	556 QUEEN ST E
509 MATTALO,JOE	CORPS OF COMM	SAULT AREA HOSPITAL
511 ADAIR,BRENDAN	CORPS OF COMM	SAULT AREA HOSPITAL
512 DIMMA,JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
513 MEINCKE,KEN	CORPS OF COMM	SAULT AREA HOSPITAL
514 BONIFERRO,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
515 MANGONE,MATT	CORPS OF COMM	SAULT AREA HOSPITAL
516 GAY,JAMES	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
517 ROY,BRENDA	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
518 TREPASSO,GRANT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
519 FRAGOMENI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
520 THOMPSON,JOHN	CORPS OF COMM	SAULT AREA HOSPITAL
522 MCNAMA,STEVEN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
523 MCBRIDE,GUY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
524 DUNLOP,DAVID	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
525 IACHETTA,CHRIS	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
526 JOHNSTON,CORY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
527 KOZAK,EMILIE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
529 ROMAIN,GERALDINE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
530 WADE,SAMUEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-111

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of various streets to facilitate Rotaryfest 2012 from July 19th until July 21st, 2012.

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 VARIOUS STREETS

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of the following streets to facilitate the Rotaryfest 2012:

- (a) Russ Ramsay Way, south of the entrance into the Senior Drop-In Centre parking lot; Foster Drive, east of the Civic Centre south parking lot west entrance on July 21, 2012 from 7:00 a.m. to 5:30 p.m.
- (b) Closure of Bay Street from Brock Street to Pim Street on July 21, 2012 from 9:00 a.m. to 12:00 p.m.
- (c) Closure of lower Pim Street from Bay Street to Queen Street East on July 21, 2012 from 9:00 a.m. to 12:00 p.m.
- (d) Closure of Queen Street East from Pim Street to Gore Street on July 21, 2012 from 10:00 a.m. to 1:00 p.m.
- (e) Queen Street between East and Brock Streets for the Tenaris Second Stage on July 20, 2012 from 5:00 p.m. to 11:00 p.m. and on July 21, 2012 from 1:00 p.m. to 12:00 a.m.

2. EFFECTIVE DATE

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

PASSED in Open Council this 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

cf/Staff/By-laws/2012-111 Rotaryfest Street Closing

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-115

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Queen Street East from Pilgrim Street to Dennis Street for the purpose of Downtown Days.

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 QUEEN STREET EAST**

Council hereby authorizes the closing to vehicular traffic of Queen Street East from Pilgrim Street to Dennis Street on the 19th day of July, 2012 from 6:00 p.m. to 11:00 p.m. for the purpose of Downtown Days.

2. **EFFECTIVE DATE**

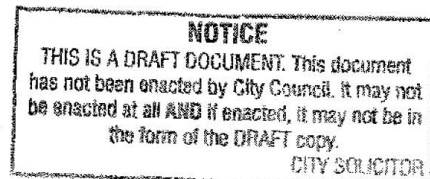
This by-law takes effect on the day of its final passing.

PASSED in Open Council this 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

c// Bylaws\2012\2012-115 Temp. St. Closing Downtown Days



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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-116

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Queen Street East from East Street to Brock Street to facilitate the 2012 Buskerfest.

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 QUEEN STREET EAST FROM EAST STREET TO BROCK STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from East Street to Brock Street to facilitate the 2012 Buskerfest between the hours of:

3:30 p.m. to 11:00 p.m. on Friday August 10, 2012;
11:00 a.m. to 11:00 p.m. on Saturday, August 11, 2012; and
11:00 a.m. to 7:00 p.m. on Sunday, August 12, 2012.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 11th day of June, 2012.

ACTING MAYOR – RICK NIRO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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