

AGENDA
REGULAR MEETING OF CITY COUNCIL
2010 05 31
4:30 P.M.
COUNCIL CHAMBERS

1. **ADOPTION OF MINUTES**

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

Resolved that the Minutes of the Regular Council Meeting of 2010 05 10 be approved.

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

3. **APPROVE AGENDA AS PRESENTED**

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

Resolved that the Agenda for the 2010 05 31 City Council Meeting as presented be approved.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) John Koster, Chair of the 2010 Relay For Life Leadership Committee will be in attendance concerning Proclamation – Relay for Life Day.
- (b) Janet Short and Jack Wetherall will be in attendance to receive water colour sketches associated with the 1977 Sault Theatre Workshop production "Much Ado About Nothing".
- (c) Jim McIntyre, President – St. Mary's River Bridge Co. will be in attendance concerning agenda item 6. (5)(a) (Bridge Assessment and Taxes Payable).
- (d) Bob Davies, Chief of Police will be in attendance concerning agenda item 6. (8)(a) (Business Plan 2009 Results).
- (e) Dr. Celia Ross, President – Algoma University will be in attendance concerning agenda item 5. (e).

PART ONE – CONSENT AGENDA

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

Mover - Councillor F. Fata

Seconder - Councillor T. Sheehan

Resolved that all the items listed under date 2010 05 31 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from Ontario Good Roads Association is attached for the information of Council.
- (b) Correspondence from the Municipality of Arran-Elderslie (concerning wind generation facilities) and the Municipality of Neebing (concerning peregrine falcon regulation) is attached for the information of Council.
- (c) Correspondence from the District Branch Manager, Canadian Red Cross concerning the snow removal program is attached for the information of Council.
- (d) Correspondence from Jeff May, Pharmacist concerning funding cutbacks is attached for the information of Council.
- (e) Correspondence from Algoma University concerning a research project on Air Quality and Its Impact on Human Health in Sault Ste. Marie is attached for the information of Council.
- (f) Correspondence concerning requests for permission to hold a special occasion permit event at an outdoor municipal facility is attached for the consideration of Council.

Mover - Councillor D. Celetti

Seconder - Councillor S. Myers

Resolved that the following requests to hold Special Occasion Permit events at a municipal facility on the stated dates and times be endorsed by City Council:

1. Strathclair Park
 - Smack Daddy's – SPO Slow Pitch Tournaments
 - June 11th to 13th from 11:00 a.m. – 8:00 p.m.
 - July 23rd to 25th from 11:00 a.m. – 8:00 p.m.
2. Roberta Bondar Pavilion
 - Musicfest XVII – Bratwurst, Beer and Beethoven
 - June 13th from 12:00 noon – 9:00 p.m.

5. (f) 3. Rocky DiPietro Field
Sault Steeler Football Games
June 12th and 19th, July 10th and 17th from 6:00 p.m. to 10:30 p.m.
4. Roberta Bondar Pavilion
Kaunisto/Greener Wedding
July 10th from 6:30 to 1:00 a.m.

- (g) Correspondence requesting permission for private property liquor license extensions is attached for the consideration of Council.

Mover - Councillor D. Celetti

Seconders - 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 date and times:

1. Portuguese Canadian Association of Sault Ste. Marie
5 Cornwall Street
Annual Picnic – June 12, 2010 from 12:00 noon to 8:00 p.m.
2. Italian Festival – Marconi Society
Marconi Club – 450 Albert Street West
Annual Event – July 25th, 2010 from 11:00 a.m. to 11:00 p.m.
3. Vilaca-Hollingshead Wedding
Canadian Bushplane Heritage Centre – Bay and Pim Streets
Reception – June 26, 2010 from 5:00 p.m. to 2:00 a.m.

- (h) A letter of request for a by-law to prohibit uninvited vendors from locating on the festival grounds in conjunction with the 2010 Buskerfest Festival being held August 6, 7 and 8, 2010 is attached for the consideration of Council.
The relevant By-law 2010-100 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- (i) A summary of a recent public meeting concerning Multi-Residential Waste and Recycling is attached for the consideration of Council.

Mover - Councillor S. Myers

Seconders - Councillor T. Sheehan

Whereas a Public Meeting was recently held regarding Refuse and Recycling for Multi-Residential Properties; and

Whereas the question was raised by Ward Two condominium owners and Property Managers for Harborview, Edgewater Manor, St. Bernard Tower, Parkview and Pinecrest, as to what consideration City Council might provide in the form of a tax credit correlated to any cost savings realized by the City due to these residents not participating in the City's curbside Recycling Program; and

5. (i) Whereas these five condominium properties represent approximately 400 ratepayers; and
Whereas the exact cost for the curbside service to these locations is unknown at this time;
Therefore Be It Resolved that the Waste Management Division of Public Works investigate the actual costs and report back to City Council what savings there are to the City because of these condominium properties not participating in the Curbside Program provided by the City; and
Further Be It Resolved that the appropriate staff review and report on the feasibility of any procedures by which a credit could be considered for these ratepayers should a savings be identified that could be passed along.

Mover - Councillor S. Myers
Second - Councillor T. Sheehan

Whereas at a recently held Public Meeting on Refuse and Recycling, it became clear that Provincial Legislation around requirements for Waste Management often creates additional logistical and financial hardship for municipalities to comply; and

Whereas indications are that more Provincial requirements will be forthcoming;
Therefore Be It Resolved that a letter be sent to the Ministry of the Environment and our MPP requesting advance warning with sufficient time to prepare and a request for funding of any new infrastructure required to comply with changes.

(j) **Staff Travel Requests**

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

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

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 05 31 be approved as requested.

(k) **Property Tax Appeals**

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

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

Resolved that Pursuant to Section 357 of the Municipal Act, 2001, the adjustments to the tax account as outlined in the City Tax Collector's report of 2010 05 31 be approved and the tax roll be amended accordingly.

(l) **Tenders for Equipment – Public Works & Transportation Department**

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

5. (l) Mover - Councillor F. Fata
Second - Councillor S. Myers
Resolved that the report of the Manager of Purchasing dated 2010 05 31 be endorsed and that the tender for the supply and delivery of various pieces of equipment, required by the Public Works & Transportation Department, be awarded as recommended.
- (m) **Standard User Group Agreement – Community Centres Division**
A report of the Manager, Community Centres is attached for the consideration of Council. The relevant By-law 2010-105 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (n) **Boards and Committees Travel – Community Heritage Ontario Conference**
The report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover - Councillor F. Fata
Second - Councillor T. Sheehan
Resolved that the Sault Ste. Marie Municipal Heritage Committee member L. Woolley be authorized to travel to the 2010 Ontario Heritage Conference being held in Ridgeway, Ontario from June 11th to 12th, 2010 at an estimated cost of \$750.00.
- (o) **2010 Cultural Financial Assistance Grants**
A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover - Councillor D. Celetti
Second - Councillor S. Myers
Resolved that the report of the Manager of Recreation and Culture on behalf of the Cultural Advisory Board dated 2010 05 31 concerning 2010 Cultural Financial Assistance Grants be accepted and the recommendation that Council approve the recommendations of the Cultural Advisory Board for the 2010 Cultural Financial Assistance Grants as outlined in the report, be approved.
- (p) **Westbound Right Turn Lane – Second Line at Great Northern Road Agreement for Engineering Services**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2010-103 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (q) **Biennial Bridge Inspections – Consulting Services**
A report of the Director of Engineering Services is attached for the consideration of Council.

5. (q) Mover - Councillor F. Fata
Second - Councillor T. Sheehan
Resolved that the report of the Director of Engineering Services dated 2010 05 31 concerning Biennial Bridge Inspections – Consulting Services be accepted and the recommendation to retain M.R. Wright and Associates to complete the inspections at an upset fee limit of \$42,000 and to have Public Works and Transportation complete minor repairs, all to be funded from a previous Miscellaneous Construction budget surplus, be approved.

- (r) **Proposed Addition to Engineering Test Lab – CCTV Truck Storage**
A report of the Director of Engineering Services is attached for the consideration of Council.

Mover - Councillor F. Fata
Second - Councillor S. Myers
Resolved that the report of the Director of Engineering Services dated 2010 05 31 concerning Proposed Addition to Engineering Test Lab – CCTV Truck Storage be accepted and the recommendation to retain an engineering consultant to design and tender a building addition with funds to come from the engineering vehicle reserve, be approved.

- (s) **Solid Waste Disposal – Environmental Assessment**
A report of the Land Development & Environmental Engineer is attached for the consideration of Council.

Mover - Councillor D. Celetti
Second - Councillor S. Myers
Resolved that the report of the Land Development & Environmental Engineer dated 2010 05 31 concerning Solid Waste Disposal – Environmental Assessment , be accepted as information.

- (t) **New Federal Wastewater Regulations**
A report of the Land Development & Environmental Engineer is attached for the consideration of Council.

Mover - Councillor D. Celetti
Second - Councillor T. Sheehan
Whereas Environment Canada has recently proposed draft regulations that would set a baseline standard for all wastewater systems in Canada; and
Whereas municipalities support efforts to improve wastewater treatment and protect Canada's rivers, lakes and oceans; and
Whereas these regulations will require upgrades to one in four wastewater systems in Canada, directly affecting over 400 municipalities; and

5. (t) Whereas cities and communities are already facing an estimated \$123 billion municipal infrastructure deficit that does not include the cost of meeting these new wastewater regulations and \$115 billion more is needed to expand and build new infrastructure to serve growing populations and support economic development; and
Whereas the cost of meeting these new regulations in just four cities is estimated by the local authorities at more than \$4 billion, which accounts for almost all of Environment Canada's \$5.9 billion estimate for the entire country, suggesting that the government's estimates are far too low; and
Whereas Environment Canada has proposed these draft regulations without a cost-shared funding strategy, which means that the cost of meeting these new obligations would be, by default, imposed on municipal taxpayers; and
Whereas the cost of upgrading waste water systems without a cost-shared funding strategy will result in the largest property tax increase in Canadian history, resulting in an average increase of \$1,000 for hundred of thousands of households in affected communities, and/or will require displacing projects that meet other local priority needs; and
Whereas these regulations, although not directly affecting every community, reflect the infrastructure challenges facing every municipal government in the country, where councils are forced to balance the need to deliver safe drinking water with the need to upgrade crumbling overpasses and insufficient waste water treatment and congested roads, all while collecting just eight cents of every tax dollar paid; and
Whereas there are serious concerns with Environment Canada's cost estimates and technical aspects of the regulations that can not be resolved within the 60 day public comment period;
Therefore Be It Resolved that FCM call on the federal government to work with municipalities, provinces and territories to develop a cost-shared financing and implementation plan for these new wastewater regulations, as part of a long-term national plan to eliminate the municipal infrastructure deficit; and
Be It Further Resolved that FCM call on Environment Canada, as a first step in the development of a cost-shared funding plan, to commit to work in partnership with municipalities to establish a thorough and objective estimation of the front-line costs and trade-offs of meeting the regulations and to resolve outstanding technical and implementation issues.

(u) **Sault Ste. Marie West End Wastewater Treatment Plant Upgrades Pre-Engineering Study**

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

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

5. (u) Resolved that the report of the Director of Engineering Services dated 2010 05 31 concerning Sault Ste. Marie West End Wastewater Treatment Plant Upgrades Pre-Engineering Study be accepted and the recommendation to retain AECOM Canada Ltd. To complete the study at an upset limit of \$280,000 with funding from the sewer surcharge budget, be approved.

(v) **Contract 2010-3E – Reconstruction of South Market Street – Boundary Road to Chambers Avenue**

A report of the Design & Construction Engineer is attached for the consideration of Council. The relevant By-law 2010-107 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(w) **Sault Ste. Marie East End Wastewater Treatment Plant Odour Issue**

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

Mover - Councillor F. Fata

Second - Councillor S. Myers

Resolved that the report of the Land Development & Environmental Engineer dated 2010 05 31 concerning Sault Ste. Marie East End Wastewater Treatment Plant Odour Issue, be accepted as information.

(x) **Request for Conveyance of Property for Which There Was No Successful Bid at Tax Sale – Property in the Area of Fish Hatchery Road**

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

Mover - Councillor D. Celetti

Second - Councillor S. Myers

Resolved that the report of the City Solicitor dated 2010 05 31 concerning Request for Conveyance of Property for Which There Was No Successful Bid At Tax Sale – Fish Hatchery Road be accepted and the recommendation to authorize the conveyance of the parcel to Michael and Susie Hanson be approved.

(y) **Report to Council of the Results of the Proposal Call for the City's Insurance Package Starting June 1, 2010**

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

Mover - Councillor D. Celetti

Second - Councillor T. Sheehan

Resolved that the report of the City Solicitor dated 2010 05 31 concerning Renewal of City Insurance Program for 2010/2011 with Frank Cowan Company be accepted and the recommendation contained therein, be approved (Insurance Proposal Call).

5. (z) **Condition of 874 Queen Street East (former Eastgate Hotel) Unsuccessful Tax Sale – Vest in the Name of the City and Then Demolish**

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

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

Resolved that the report of the City Solicitor dated 2010 05 31 concerning 874 Queen Street East (former Eastgate Hotel) be accepted and the recommendation to vest the property in the City's name and arrange for the demolition of the building with funding from the Property Purchases Reserve Fund, be approved.

Mover - Councillor S. Myers
Seconder - Councillor T. Sheehan

Whereas the demolition of the Eastgate Hotel site will create a piece of vacant, City owned land; and

Whereas there has been a request from an area business to consider the establishment of a parking lot on the site;

Therefore Be It Resolved that staff review the need and cost to create an additional parking area and report back to City Council.

(aa) **Lease – Portion of 795 Bay Street from Suncor Energy Inc. for the Hub Trail**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-104 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(bb) **Funding from the "Transit Garage Improvement Reserve" to Renovate and Update the Parts and Inventory Room at Transit Services – 111 Huron St.**

A report of the Transit Manager, Public Works and Transportation is attached for the consideration of Council.

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

Resolved that the report of the Transit Manager dated 2010 05 31 concerning Renovation and Upgrade – Parts and Inventory Room – Transit Services Building be accepted and the recommendation to carry out the renovations and upgrades at a cost of \$45,200 with the Transit Garage Improvement Reserve, be approved.

(cc) **Public Works Equipment Needs - 2010**

A report of the Manager - Equipment & Buildings is attached for the consideration of Council.

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

5. (cc) Resolved that the report of the Manager Equipment & Buildings dated 2010 05 31 concerning Public Works Equipment Needs – 2010 be accepted and the recommendation to tender the equipment outlined in the report, be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (5) LEGAL

(a) **Presentation to City Council by Mr. Jim McIntyre, President of the St. Mary's River Bridge Co.**

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

Mover - Councillor D. Celetti

Seconder - Councillor T. Sheehan

Resolved that the report of the Assistant City Solicitor dated 2010 05 31 concerning St. Mary's River Bridge Company be accepted and the recommendation that Council support the application of the company for enabling legislation which would have the effect of freezing property taxes at present day levels for a period of not more than 25 years, be approved.

6. (6) PLANNING

(a) **Application No. A-7-10-OP – Denis Pepin – Located 165 Avery Road – Requesting Official Plan Amendment to Create Seven New Rural Residential Lots**

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

Mover - Councillor F. Fata

Seconder - Councillor S. Myers

Resolved that the report of the Planning Division dated 2010 05 31 concerning Application No. A-7-10-OP – Denis Pepin – 165 Avery Road be accepted and that City Council approve the attached Official Plan Amendment No. 172, be endorsed.

(b) **Application No. A-9-10-Z.OP – Mark Mageran – Located 626 Airport Road – Requesting Official Plan Amendment and Rezoning to Permit the Placement of Not More Than 23 RV's**

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

6. (6)(b) Mover - Councillor F. Fata
Second - Councillor T. Sheehan
Resolved that the report of the Planning Division dated 2010 05 31 concerning Application No. A-9-10-Z.OP – Mark Mageran – 626 Airport Road be accepted and the Planning Director's Recommendation that City Council approve Official Plan Amendment No. 173 and rezone the subject property from Rural Area to Rural Area with a Special Exception to permit an RV Resort with not more than twenty-three (23) trailers, and not more than eight (8) storage buildings for the exclusive use of occupants of the RV Resort only, subject to the following required setback reductions:
1. That the required south interior side yard setbacks be reduced from 15m to 0m;
 2. That the required north interior side yard setbacks be reduced from 15m to 8m;
- For the purposes of this By-law, an RV Resort is defined as the placement of Recreational Vehicles with year round access, be endorsed.

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

(a) **Business Plan – Results Year Three**

A report of the Chief of Police is attached for the consideration of Council. The report entitled Business Plan 2007-2009 is provided under separate cover.

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

Resolved that the report of the Chief of Police concerning Business Plan – Results Year Three be received as information.

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

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

Whereas several of the popular local coffee outlets presently discount purchases of coffee when re-filling a thermos-type container; and

Whereas this is a sound environmental and economic practice given the tens of thousands of paper cups purchased each year;

Be It Resolved that Council authorize city facility staff to immediately initiate a \$0.10 discount on coffee purchases when the customer utilizes a thermos-type container;

Be It Further Resolved that Norm Fera and appropriate staff investigate the cost of initiating a city-branded thermos container to be sold at city facilities and the \$0.10 discount be continued as well as any other promotions as deemed appropriate.

7. (b) Mover - Councillor S. Butland
Second - Councillor J. Caicco
Whereas in the absence of a specific policy and subsequent by-law pertaining to illegal dumping on private or public property;
Be It Resolved that staff review and report back to Council on the feasibility of placing "NO DUMPING" signs on a case-by-case basis as determined by any complaint in consultation with ward councillor(s) and appropriate PWT staff.
- (c) Mover - Councillor S. Butland
Second - Councillor J. Caicco
Whereas there is an opportunity showcasing our community through building SSM in 3D in the Google Earth application; and
Whereas it would provide benefit to Sault College, Algoma University, the Downtown Association, and the EDC as people can tour points of interest within the City; and
Whereas there are indications from individuals within various organizations that they would work on this on a voluntary basis;
Now Therefore Be It Resolved City Council request the Innovation Centre to investigate this initiative and report back to Council on this initiative.
- (d) Mover - Councillor L. Tridico
Second - Councillor F. Fata
Whereas there are a number of local citizens of Italian descent who were held as prisoners of war by German forces during the latter half of the Second World War; and
Whereas these citizens were recently honoured by the Republic of Italy to recognize their hardships and mistreatment during their imprisonment;
Therefore Be It Resolved that City Council also recognize these citizens and the hardship they faced as prisoners of war during World War II.
- (e) Mover - Councillor L. Tridico
Second - Councillor F. Fata
Resolved that the appropriate staff review the process and steps to be followed to enable a proposed merger of the Downtown and the City Centre Business Improvement areas and report back to Council.
- (f) Mover - Councillor L. Tridico
Second - Councillor F. Fata
Whereas USW Local 2251 has requested that parking meters immediately adjacent to their parking lot be removed;
Therefore be it resolved that appropriate staff review this request and report back to Council with recommendations on the request.

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

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

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

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

AGREEMENTS

- (a) 2010-103 A by-law to authorize an agreement between the City and Kresin Engineering Corporation.
- A report from the Director of Engineering Services is on the agenda.
- (b) 2010-104 A by-law to authorize the execution of a Lease Agreement between the City and Suncor Energy Inc.
- A report from the City Solicitor is on the Agenda.
- (c) 2010-107 A by-law to authorize a contract between the City and Boyer Construction for the reconstruction of South Market Street from Boundary Road to Chambers Avenue (Contract 2010-3E).
- A report from the Director of Engineering Services is on the agenda.

LICENSING

- (d) 2010-100 A by-law to prohibit vendors from locating on or near the Buskerfest grounds on Queen Street from East Street to Brock Street.

STANDARD FACILITY USER AGREEMENT

- (e) 2010-105 A by-law to authorize the Manager of Community Centres and Marine Facilities or a designate to sign standard agreements between the City and users of City arenas.

A report from the Manager of Community Centres and Marine Facilities is on the agenda.

OFFICIAL PLAN AMENDMENT

- (f) 2010-29 A by-law to adopt Amendment No. 170 to the Official Plan (Rennison).
- 10. (g) 2010-109 A by-law to adopt Amendment No. 172 to the Official Plan (Pepin).

STREET ASUMPTIONS

- (h) 2010-106 A by-law to assume for public use and establish as a public street the 1' reserve being Block 8 on Plan 1M-518.

TAXES

- (i) 2010-99 A by-law to amend By-laws 2006-204 and 96-59 (approved by council as part of the User Fee bylaw).
- (j) 2010-101 A by-law to provide for the adoption of recovery percentage for the 2010 taxation year.
- (k) 2010-102 A by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial and multi-residential Property Classes.

TEMPORARY STREET CLOSING

- (l) 2010-108 A by-law to authorize the temporary street closing of South Market Street from Boundary Road to Chambers Avenue between June 1, 2010 to October 31, 2010.

ZONING

- (m) 2010-30 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 regarding lands located at 506 Town Line (Rennison).

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor D. Celetti
Seconder - Councillor S. Myers
Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2010 05 10

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Mayor J. Rowsell (illness)

OFFICIALS: J. Fratesi, M. White, N. Apostle, J. Elliott, B. Freiburger, J. Dolcetti, D. McConnell, L. Bottos, L. Girardi

1. **ADOPTION OF MINUTES**

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2010 04 26 and the Budget Meeting of 2010 04 28 be approved. CARRIED.

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

3. **APPROVE AGENDA AS PRESENTED**

Moved by - Councillor D. Celetti

Seconded by - Councillor T. Sheehan

Resolved that the Agenda and Addendum #1 for the 2010 05 10 City Council Meeting as presented be approved. CARRIED.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Kerry Foster was in attendance concerning Proclamation – Falun Dafa Day.
- (b) Tracy MacDonald, Vice President, Chief Operating Officer S.A.H. was in attendance concerning Proclamation – Nursing Week.
- (c) Jennifer Parrella, Early Years Educator, Child Care Algoma was in attendance concerning Proclamation – Multiple Birth Awareness Day.

4. (d) Denny Wilkinson and Gerry Oullette were in attendance concerning the 50th Anniversary of the "Cross on the Hill". Please also see agenda item 7. (a).
- (e) Don Maki, Chief Building Official was in attendance concerning agenda item 6. (3)(a) – Best Practices Complaint Tracking System.
- (f) Richard Craftchick, Chair – PRAC sub-committee was in attendance concerning agenda item 6. (2)(a) Pool Time Allocation.
- (g) Andre Riopel was attendance concerning Bike to Work Week.
- (h) Gino Naccarrato and Richard Craftchick were in attendance concerning agenda item 6. (2)(a).
- (i) Cathy and Dennis Pepin were in attendance concerning agenda item 6. (6)(a).

PART ONE – CONSENT AGENDA

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

Moved by - Councillor F. Fata

Seconded by - Councillor T. Sheehan

Resolved that all the items listed under date 2010 05 10 Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from the City of Ottawa (concerning tax ratios) was received by Council.
- (b) The letter from the Ambassador of the Republic of Poland responding to the recent resolution of Council was received by Council.
- (c) Correspondence from Algoma Public Health concerning an Environmental Public Health School was received by Council.

Moved by - Councillor S. Myers

Seconded by - Councillor P. Mick

Resolved that City Council supports the creation of an International School of Environmental Public Health between Sault Sainte Marie, Michigan (LSSU) and Sault Ste. Marie, Ontario (Sault College) as outlined in the correspondence from the Medical Officer of Health. CARRIED.

- (d) The letter from President and Chief Administrative Officer, Municipal Property Assessment Corporation (MPAC) concerning a tentative settlement with MPAC's unionized workforce was received by Council.

- (e) The agenda for an upcoming public meeting concerning multi-residential refuse and recycling was received by Council.

(f) **Staff Travel Requests**

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

Moved by - Councillor D. Celetti

Seconded by - Councillor T. Sheehan

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 05 10 be approved as requested. CARRIED.

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

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

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that the report of the Manager of Purchasing, dated 2010 05 10 be endorsed and that the tender for the supply and delivery of Ready-Mix Concrete, required by the Public Works & Transportation Department, be awarded as recommended. CARRIED.

(h) **Tender for 7,500 Tonnes Bulk Coarse Highway Salt**

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

Moved by - Councillor D. Celetti

Seconded by - Councillor S. Myers

Resolved that the report of the Manager of Purchasing, dated 2010 05 10 be endorsed and that the tender for the supply and delivery of Bulk Coarse Highway Salt, required by the Public Works & Transportation Department, be awarded as recommended. CARRIED.

(i) **Tender for Asphaltic Concrete**

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

Moved by - Councillor F. Fata

Seconded by - Councillor T. Sheehan

Resolved that the report of the Manager of Purchasing, dated 2010 05 10 be endorsed and that the tender for the supply of Asphaltic Concrete, required by the Public Works & Transportation Department, be awarded as recommended. CARRIED.

(j) **Tender for Board and Glass Replacement – John Rhodes Community Centre, Arena I**

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

5. (j) Moved by - Councillor D. Celetti
Seconded by - Councillor S. Myers
Resolved that the report of the Manager of Purchasing, dated 2010 05 10 be endorsed and that the tender for the Board and Glass Replacement – John Rhodes Community Centre, Arena 1, required by the Community Services Department, be awarded as recommended. CARRIED.
- (k) **Contract 2010-4E – Broadview Drive Storm Sewer – Arden Street to Atwater Street**
The report of the Design & Construction Engineer was accepted by Council. The relevant By-law 2010-95 is listed under Item 10 of the Minutes.
- (l) **Annual Fee Report – Proposed Fee Changes and Changes to the Building By-law 2008-148**
The report of the Chief Building Official was accepted by Council. The relevant By-law 2010-90 is listed under Item 10 of the Minutes.
- (m) **2010 Capital Construction Program - Update**
The report of the Director of Engineering Services was accepted by Council.

Moved by - Councillor D. Celetti
Seconded by - Councillor S. Myers
Resolved that the report of the Director of Engineering Services dated 2010 05 10 concerning 2010 Capital Construction Program – Update be accepted as information. CARRIED.
- (n) **City Renewal of the Continuous Safety Services Agreement with the Electrical Safety Authority**
The report of the City Solicitor was accepted by Council. The relevant By-law 2010-70 is listed under Item 10 of the Minutes.
- (o) **Joint and Several Liability – Request From AMO for a Resolution from Municipalities**
The report of the City Solicitor was accepted by Council.

Moved by - Councillor F. Fata
Seconded by - Councillor S. Myers
Resolved that the report of the City Solicitor dated 2010 05 10 be accepted and the recommendations that “The Corporation of the City of Sault Ste. Marie supports the Association of Municipalities of Ontario in its efforts to seek joint and several liability reform in Ontario and calls on the Provincial Government to pursue much needed changes to the Negligence Act” be approved. CARRIED.
- (p) **Bill 16 – OHIP Subrogation**
The report of the City Solicitor was accepted by Council.

5. (p) Moved by - Councillor F. Fata
Seconded by - Councillor S. Myers
Resolved that the report of the City Solicitor dated 2010 05 10 be accepted and that the Corporation of the City of Sault Ste. Marie advise David Oraziotti MPP and Premier Dalton McGuinty that the City opposes the change in the wording of section 30(5) of the Health Insurance Act as proposed in schedule 10 of Bill 16 (Creating the Foundation for Jobs and Growth Act, 2010). CARRIED.

(q) **Community Development Award**

The report of the Planning Advisory Committee was accepted by Council.

Moved by - Councillor D. Celetti
Seconded by - Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2010 05 10 concerning the Community Development Award be accepted and the Planning Advisory Committee's Recommendation that City Council award the 2010 Community Development Award to Essar Steel Algoma's Welded Shapes and Profile's Division, for significant building and site improvements that have transformed the property to an aesthetically pleasing functioning industrial site, be endorsed. CARRIED.

(r) **Costs Associated with Preparing the East End Snow Dump for a Sunflower Crop**

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

Moved by - Councillor F. Fata
Seconded by - Councillor S. Myers

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2010 05 10 concerning Costs Associated with Preparing the East End Snow Dump for a Sunflower Crop be accepted and the recommendation to postpone this initiative until further review confirms the feasibility of the plan, be approved. CARRIED.

(s) **Proposed Opening of Landfill on Saturday's During March**

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

Moved by - Councillor F. Fata
Seconded by - Councillor T. Sheehan

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2010 05 10 concerning Proposed Opening of Landfill on Saturday's During March be accepted and the recommendation not to open the landfill site during Saturdays in March, be approved. CARRIED.

5. (s) Moved by - Councillor J. Caicco
Seconded by - Councillor B. Hayes
Be It Resolved the landfill site be open for Saturdays during the month of March 2011 on a trial basis with funding from the Waste Disposal Site reserve and that staff report back on the trial change of hours. OFFICIALLY READ NOT DEALT WITH.
- (t) **Provincial Approval of Funding for Aqueduct Repair Beneath Farwell Terrace**
The report of the General Manager, Sault Ste. Marie Region Conservation Authority was accepted by Council.

Moved by - Councillor F. Fata
Seconded by - Councillor S. Myers
Resolved that the report of the General Manager, Sault Ste. Marie Region Conservation Authority dated 2010 04 26 concerning Provincial Approval of Funding for Aqueduct Repair Beneath Farwell Terrace, be accepted as information. CARRIED.
- (u) Correspondence from AMO was received by Council.
- (v) **Council Travel**

Moved by - Councillor S. Butland
Seconded by - Councillor J. Caicco
Resolved that Councillor Butland be authorized to attend the annual symposium of the Northeastern Ontario Cancer Therapeutics Research Initiative as an Advisory Board Member for two days in May at an approximate cost of \$400. CARRIED.
- (w) **2010 Budget**
The report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. The relevant By-laws 2010-91, 2010-92, 2010-93, and 2010-94 are listed under Item 10 of the Minutes.
- (x) **2010 First Quarter Shareholder Report**
The report of the President and CEO, PUC Inc. was received by Council.

Mover - Councillor D. Celetti
Seconder - Councillor S. Myers
Resolved that the report of the President and CEO, PUC Inc. dated 2010 04 29 concerning PUC Inc. 2010 First Quarter Shareholder Report be received as information. CARRIED.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (2) COMMUNITY SERVICES

(a) Pool Time Allocation

The report of the Commissioner Community Services was accepted by Council.

Moved by - Councillor S. Myers

Seconded by - Councillor F. Fata

Resolved that the report of the Commissioner Community Services and the PRAC subcommittee concerning Pool Time Allocation be accepted and the recommendation that:

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

Moved by - Councillor B. Hayes

Seconded by - Councillor L. Turco

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

6. (3) ENGINEERING

(a) Best Practices Complaint Tracking System

The report of the Chief Building Official was accepted by Council.

Moved by - Councillor D. Celetti

Seconded by - Councillor S. Myers

Resolved that the report of the Chief Building Official, dated 2010 05 10 concerning Best Practices Complaint Tracking System be accepted as information. CARRIED.

6. (6) **PLANNING**

(a) **Application No. A-7-10-OP – Denis Pepin – Located 165 Avery Road – Requesting Official Plan Amendment to Create Seven New Rural Residential Lots**

The report of the Planning Division was accepted by Council.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that the report of the Planning Division dated 2010 05 10 concerning Application No. A-7-10-OP – Denis Pepin be accepted and the Planning Director's Recommendation that City Council deny the applicant's request to amend Rural Area Policy 11 of the Official Plan to create seven (7) new rural residential lots on the subject property, be endorsed. DEFEATED.

Moved by - Councillor J. Caicco

Seconded by - Councillor L. Tridico

Resolved that Application No. A-7-10-OP – Dennis Pepin be approved in principle and refer the application to staff for further review and development of any appropriate conditions. CARRIED.

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

(a) **Sault Ste. Marie Trade Mission to Italy**

The business plan for this event authored by the Economic Development Corporation is attached for the direction of Council.

Moved by - Councillor S. Myers

Seconded by - Councillor P. Mick

Be It Resolved that City Council accepts the SSMEDC Business Plan for the Sault Ste. Marie Trade Mission to Italy and approves the \$25,000 request from the Economic Diversification Fund. CARRIED.

Recorded Vote

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

Against: Councillor L. Tridico

Absent: Mayor J. Rowswell, Councillor T. Sheehan

7.

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

- (a) Moved by - Councillor S. Myers
Seconded by - Councillor L. Turco
Whereas the "Cross on the Hill", located on Moffly Hill at 250 St. Georges Avenue, is the presumed site of a Cedar Cross erected in 1672; and
Whereas in 1960 a dedicated group of people erected the current "Cross on the Hill" which sits at the approximate geographic centre of North America; and
Whereas the lit Cross at 120 feet high, can be seen by all approaching from the U.S. and Canadian sides of the border, and stands as an International Symbol of Spiritual Unity; and
Whereas for fifty years, all approaching the twin Saults have been welcomed to our area by this symbol of God's Love and Blessing; and
Whereas many volunteers have worked faithfully to maintain the sacred grounds around the Cross and have provided an Oasis of Peace Garden at the base of the Cross with benches for contemplation or rest after a leisurely walk; and
Whereas free public access exists twenty-four hours a day, year round;
Therefore Be It Resolved that all members of the community come together at the Cross on the Hill on Sunday, May 30, 2010 for an Ecumenical Service of Praise and Worship led by the Full Gospel Businessmen to Celebrate the 50th Anniversary of the Cross on the Hill; and
Further Be It Resolved that on behalf of the community, City Council extends its hearty congratulations and appreciation to all involved in maintaining this important symbol of Peace in our community. CARRIED.
- (b) Moved by - Councillor P. Mick
Seconded by - Councillor S. Myers
Whereas hockey is a Canadian sport; and
Whereas players with Sault Ste. Marie connections are playing worldwide; and
Whereas four of these players recently helped the Asiago Lions win the Division Championship in Italy;
Therefore Be It Resolved that Sault Ste. Marie City Council congratulates David Borrelli, John Porco, Ralph Intranuovo, and Nick Plastino on their accomplishments. CARRIED.
- (c) Moved by - Councillor P. Mick
Seconded by - Councillor B. Hayes
Whereas residents of Killarney Road are very concerned about a traffic and safety hazard caused by patrons of a nearby restaurant parking on their street, impeding ease of exit and entrance from driveways, parking on both sides of the street, making it difficult for one car to negotiate the street;
Therefore Council requests that the Traffic Division of P.W.T. investigate the situation and report back with any possible solutions. CARRIED.

- (d) Moved by - Councillor J. Caicco
Seconded by - Councillor S. Butland
Whereas there continues to be problems with loitering, vandalism, and mischief in neighbourhood playgrounds throughout the city; and
Whereas the complaints from the activities of Birchwood Park match all other playgrounds in the area combined; and
Whereas in some instances due to the configuration of the park, enforcement by the Police Department is difficult and ongoing problems persist; and
Whereas this problem adversely affects the neighbours and the enjoyment of the park for residents of the Community;
Therefore Be It Resolved, City Staff review the Park in its entirety, looking into all aspects of the design of the Park in order to reduce the problems that continue to be present in the area. CARRIED.
- (e) Moved by - Councillor S. Butland
Seconded by - Councillor J. Caicco
Be It Resolved that the Commissioner of Finance prepare The report on a recommendation(s) for a one-time funding allocation for the \$300,000. surplus as cited in the Building Permit Reserve Fund. (Agenda Item 5. (I)). CARRIED.
- (f) Moved by - Councillor L. Turco
Seconded by - Councillor S. Myers
Whereas the Federation of Northern Ontario Municipalities (FONOM), has presented Mayor John Rowswell with its highest honour, The Executive of the Year Award; and
Whereas Mayor John has received this award for his distinguished political career and his dedicated and exemplary efforts which have contributed enormously to the growth and prosperity of the North and the wellbeing of its citizens;
Therefore City Council, on behalf of all City staff and citizens, extends our warmest congratulations to John and our deep appreciation to FONOM for this worthy recognition. CARRIED.
- (g) Mover - Councillor T. Sheehan
Seconder - Councillor L. Turco
Whereas Sun Media has plans which will cut more jobs at the Sault Star and at other newspapers in North Eastern Ontario; and
Whereas the Sault Star is an important player for local community communications; and
Whereas these cuts could have the effect of centralizing more operations in the City of Sudbury;
Therefore Be It Resolved that City Council request that Sun Media reconsider these job cuts and the potential centralizing of part of its operations in Sudbury. 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 F. Fata

Seconded by - Councillor S. Myers

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2010 05 10 be approved. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-70 being a by-law to authorize an agreement with the City and the Electrical Safety Authority be PASSED in open Council this 10th day of May, 2010. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-87 being a by-law to increase minor variance application fees for commercial, industrial or institutional zoned applications and to repeal By-law 2000-165 and By-law 2006-45 be PASSED in open Council this 10th day of May, 2010. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-88 being a by-law to authorize an agreement between the City and the Sault Ste. Marie Innovation Centre for the provision of integrated geomatics services be PASSED in open Council this 10th day of May, 2010. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-89 being a by-law to amend By-laws 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for various events to be held at the Airport Fairgrounds be PASSED in open Council this 10th day of May, 2010. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-90 being a by-law to amend By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) be PASSED in open Council this 10th day of May, 2010. CARRIED.

10.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-95 being a by-law to authorize a contract between the City and R. M. Belanger Limited for the construction of a storm sewer on Broadview Drive from Arden Street to Atwater Street including road and property restoration (Contract 2010-4E) be PASSED in open Council this 10th day of May, 2010. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-96 being a by-law to authorize the temporary closing of Broadview Drive from Arden Street to Atwater Street from May 25, 2010 until October 31, 2010 to facilitate construction of a storm sewer be PASSED in open Council this 10th day of May, 2010. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-97 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning the lands located at 392 Second Line West; and

Further Be It Resolved that By-law 2010-98 being a by-law to designate the lands located at 392 Second Line West an area of site plan control (Fata) be PASSED in open Council this 10th day of May, 2010. CARRIED.

Moved by - Councillor F. Fata

Seconded by - Councillor S. Myers

Resolved that By-law 2010-98 being a by-law to designate the lands located at 392 Second Line West as an area of site plan control (Fata) be PASSED in open Council this 10th day of May, 2010. CARRIED.

Mover - Councillor F. Fata

Seconder - Councillor S. Myers

Resolved that By-law 2010-91 being a by-law to provide for the adoption of taxation transition ratios be PASSED in open Council this 10th day of May, 2010. CARRIED.

Recorded Vote

For: Councillors J. Caicco, L. Turco, B. Hayes, O. Grandinetti, S. Myers, S. Butland, P. Mick

Against: Acting Mayor F. Manzo, Councillor D. Celetti, L. Tridico, F. Fata

Absent: Mayor J. Rowsell, Councillor T. Sheehan

10.

Mover - Councillor F. Fata

Seconders - Councillor S. Myers

Resolved that By-law 2010-92 being a by-law to provide for the adoption of property tax rates for 2010 be PASSED in open Council this 10th day of May, 2010. CARRIED.

Recorded Vote

For: Councillors J. Caicco, L. Turco, B. Hayes, O. Grandinetti, S. Myers, S. Butland, P. Mick

Against: Acting Mayor F. Manzo, Councillor D. Celetti, L. Tridico, F. Fata

Absent: Mayor J. Rowswell, Councillor T. Sheehan

Mover - Councillor F. Fata

Seconders - Councillor S. Myers

Resolved that By-law 2010-93 being a by-law to provide for the adoption of Education Taxation Rates as established by the Province of Ontario be PASSED in open Council this 10th day of May, 2010. CARRIED.

Councillor P. Mick declared a pecuniary interest – daughter employed by the Algoma District School Board

Recorded Vote

For: Councillors J. Caicco, L. Turco, B. Hayes, O. Grandinetti, S. Myers, S. Butland,

Against: Acting Mayor F. Manzo, Councillor D. Celetti, L. Tridico, F. Fata

Absent: Mayor J. Rowswell, Councillor T. Sheehan

Mover - Councillor F. Fata

Seconders - Councillor S. Myers

Resolved that By-law 2010-94 being a by-law to provide for the adoption of Property Tax Rates for 2010 for both Municipal and Education be PASSED in open Council this 10th day of May, 2010. CARRIED.

Recorded Vote

For: Councillors J. Caicco, L. Turco, B. Hayes, O. Grandinetti, S. Myers, S. Butland,

Against: Acting Mayor F. Manzo, Councillor D. Celetti, L. Tridico, F. Fata

Absent: Mayor J. Rowswell, Councillor T. Sheehan

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

Moved by - Councillor D. Celetti

Seconded by - Councillor S. Myers

Resolved that Council shall now go into Caucus to:

1. discuss solicitor/client negotiations concerning the City's insurance policy
2. discuss proposed acquisition of property located on Great Northern Road
3. discuss proposed acquisition of property located on Queen Street East
4. discuss proposed disposition of property located on Bay Street
5. discuss a matter involving potential litigation; and

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Moved by - Councillor D. Celetti

Seconded by - Councillor S.

Resolved that this Council shall now adjourn.

ACTING MAYOR

CLERK



Working for Municipalities

5(a)
**ONTARIO
GOOD ROADS
ASSOCIATION**

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

April 20, 2010

Head and Members of Council

Re: OGRA to Manage \$750,000 Fund for Bridge Infrastructure Data

The Ontario Good Roads Association and the Ministry of Transportation have entered into an agreement to provide provincial funding to Ontario municipalities to assist them in collecting and reporting data on the extent and condition of bridge structures in their jurisdiction. The fund will be managed by the Ontario Good Roads Association.

All municipalities will be able to apply for matching funding to a maximum of \$5,000 to assist them with the costs of collecting, collating, compiling, formatting, and inputting bridge asset and condition data into Municipal DataWorks (MDW).

To qualify for the funding, municipalities will have to provide a letter of commitment to submit bridge asset and condition data for inclusion into MDW by March 31, 2011. The funding may be used for additional staff and/or consulting services.

The Province of Ontario by virtue of this funding agreement has endorsed Municipal DataWorks as the data repository of choice for municipal infrastructure. OGRA, in cooperation with our many private sector engineering and software firms, has developed tools within MDW to make it easy for municipalities to manage their assets. Whether you choose to use MDW as your primary asset management solution, or simply wish to integrate your existing systems is your choice. The primary goal is to establish a province-wide data base on the extent and condition of municipal infrastructure, which will become the basis for future funding programs.

I encourage your municipality to participate in MDW and to take advantage of this grant opportunity. OGRA staff and the consulting industry stand ready to assist in building the database and improving Ontario's infrastructure.

Please contact Joe Tiernay, Executive Director at OGRA to learn more about this funding program and to participate in the MDW project.

Yours truly,

J. Paul Johnson,
President

RECEIVED
APR 23 2010
MAYOR'S OFFICE



Application for Funding
Municipal Bridge Data Collection

Name of Municipality: _____

Address: _____

Primary Contact: _____

Telephone: _____ Fax: _____

E-mail: _____

This application must be accompanied by a certified copy of a resolution passed by the Council.

Sample Resolution

The Council of the (name of municipality) hereby applies for funding for the purpose of collecting, collating, compiling and formatting bridge asset and condition data, and agrees to submit bridge asset and condition data for inclusion in Municipal DataWorks by March 31, 2011.

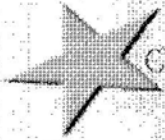
Condition of Funding

1. One application per municipality.
2. Funding maximum – 50% of eligible expenses to a maximum of \$5,000.00.
3. Eligible expenses include:
 - Consulting services
 - Additional staff time and overhead
4. Equipment and/or software acquisition are ineligible.
5. An itemized statement of expenditures with supporting receipts must be submitted to OGRA no later than February 28, 2011 to the attention of Joe Tiernay (joe@ogra.org) or by fax at 905-795-2660.

Ontario Good Roads Association

BOARD BRIEF

APRIL 2010



NEW!

Click Here for the French Version

New Director for C.S. Anderson Road School

David Leckie, Director of Roads and Traffic, City of London and Past OGRA President was appointed by the Board to assume the role of Director for C.S. Anderson Road School.

David's first term, which has commenced, will remain in effect for three years.

This year's Guelph Road School, May 3-5, set an all-time record with 823 students registered in the T.J. Mahony and C.S. Anderson courses.

The Board of Directors wishes David great success in this new appointment.

One Call to Dig Program

The Policy Committee received a presentation from the Ministry of Consumer Services regarding the Ontario One Call to Dig program. This initiative has received tentative approval from the Province.

"Ontario One Call Ltd." or "ONTICall", is a private corporation formed in 1996 to establish a call centre to receive excavator locate requests within the Province of Ontario and to notify the members with underground facilities in the vicinity of the dig site. To date 55 municipalities and most of the leading service providers have registered for this program. Municipalities are charged a one-time \$1,000 enrollment fee that covers an initial setup and mapping.

After enrolling municipalities are charged \$1.75 per call. To learn more about this program, interested municipalities are asked to contact Ontario One Call to Dig.

Contact information has been made available on the OGRA website.

**2010 - 2011 OGRA Board of Directors**

Wind Shadow Flicker: The Policy Committee reviewed a report on Wind Turbine Shadow Flicker. The issue was raised in early March when OGRA staff was contacted by Middlesex County asking if OGRA had articulated a position on safety considerations with shadow flickers caused by wind turbines. The Board requested that staff meet with MTO and that the issue be tabled until the next Board meeting.

Unsigned Default Speed Limits on Municipal Roads: Scott Butler, Manager of Policy and Research provided the Policy Committee with a report regarding Municipalities wanting unsigned default speed limits on municipal roads. Municipalities are asking for assistance from OGRA to raise the issue with MTO to request that municipalities may determine their own default limits without having to sign the affected roadways according to the current regulations contained in the Highway Traffic Act. The Board requested that staff meet with MTO to discuss this issue.

Long Boards and Street Luges on Municipal Roads: The Policy Committee heard a report dealing with long boarding. OGRA was requested to get involved by Grey County after police charged the individuals who

5(a)

Board Brief cont'd...

were travelling at speeds of up to 85 – 90 km per hour on municipal roads. In this instance, the case was ruled that long boards are not vehicles under *The Highway Traffic Act (HTA)* and as such the charges were dismissed. OGRA is requesting to MTO to consider an amendment to the HTA or other legislation to establish a Province wide approach to this issue. In addition to OGRA approaching MTO, Scott Butler, OGRA Manager of Policy was interviewed on Tuesday, May 11th by CBC's Ontario Morning radio program regarding the issue of long boards.

On May 13th, representatives from OGRA met with officials from the Ministry of Transportation to discuss a number of issues that municipalities have been looking to the province to address. The discussions focused on the use of street luges and longboards on municipal roadways, shadow flickers and extending municipalities the right to establish default speed limits without having to post signage.

As information is made available, OGRA will communicate this to our members and post to www.ogra.org

Nouvelles du CA - Avril 2010

Nouveau directeur de l'école C.S. Anderson

Le conseil d'administration vient de nommer le directeur du service de voirie et de la circulation de la ville de London et l'ancien président de l'OGRA, David Leckie, au poste de directeur de l'école C.S. Anderson pour une période de trois ans. Cette année, la session du 3 au 5 mai de l'école du chemin Guelph a établi un nouveau record avec 823 étudiants inscrits aux cours des écoles T.J. Mahony et C.S. Anderson. Le conseil d'administration souhaite beaucoup de succès à M. Leckie dans ses nouvelles fonctions.

Programme Appeler avant de creuser

Le comité des politiques a reçu un exposé du ministère des Services aux consommateurs concernant le programme "Appeler avant de creuser". Cette initiative a reçu l'accord de principe de la province. "One Call Ltd." ou "ON1Call", est une société privée créée en 1996 afin d'établir un centre d'appels pour recevoir les demandes d'excavation et informer les membres des installations souterraines à proximité des sites d'excavation. À ce jour, 55 municipalités et la plupart des principaux fournisseurs de services se sont inscrits à ce programme. Les frais d'inscription de 1 000 \$ pour les municipalités couvrent la mise en œuvre initiale et la cartographie. Une fois inscrites, les municipalités doivent déboursier 1,75 \$ par appel. Les municipalités qui désirent davantage d'information au sujet de ce programme doivent communiquer avec "Appeler avant de creuser". Le site Web de l'OGRA donne également accès à ce programme.

En votre nom

Le comité des politiques a examiné un rapport portant sur les effets stroboscopiques des éoliennes. La question a été soulevée au début de mars quand le comité de Middlesex a demandé à l'OGRA si elle avait pris position concernant les questions de sécurité reliées aux effets stroboscopiques des éoliennes. Le conseil d'administration a demandé à son personnel de rencontrer des agents du MTO et de déposer un rapport lors de la prochaine réunion du ca.

Vitesse limite par défaut sans signalisation sur les chemins municipaux

Le gérant des politiques et de la recherche, Scott Butler, a soumis au comité des politiques un rapport relatif à la demande des municipalités de fixer la vitesse limite par défaut sur leurs chemins. Les municipalités demandent l'appui de l'OGRA pour discuter avec le MTO de leur

Board Brief cont'd...

volonté de déterminer leurs propres limites de vitesse sans avoir à installer des panneaux de signalisation sur les chemins concernés, comme le stipule présentement le Code de la route de la province. Le conseil d'administration a demandé à son personnel de rencontrer des représentants du MTO pour discuter du sujet.

Planche à roulettes et juge de rue sur les chemins municipaux

Le comité des politiques a pris connaissance d'un rapport relatif à l'utilisation des planches à roulette. Le comté de Grey a demandé à l'OGRA d'intervenir après que la police locale ait imposé des amendes à des individus qui circulaient à des vitesses variant entre 85 et 90 km/h sur des chemins municipaux. Toutefois, le juge a décidé que les planches à roulettes ne sont pas des véhicules en vertu du Code de la route et, pour cette raison, la cause a fait l'objet d'un non-lieu. L'OGRA demande au MTO d'étudier la possibilité de modifier le Code de la route ou tout autre règlement afin d'adopter une approche provinciale à cette question. Dans un même ordre d'idée, le gérant des politiques de l'OGRA, Scott Butler, a également été interviewé à la radio de CBC le mardi 11 mai concernant les planches à roulettes.

Le 13 mai, des représentants de l'OGRA ont rencontré des membres du MTO pour

discuter de divers sujets qui intéressent les municipalités. Les discussions ont surtout porté sur l'utilisation des luges de rue et des planches à roulettes sur les chemins municipaux, les effets stroboscopiques des éoliennes et la possibilité pour les municipalités de définir leurs propres limites de vitesse par défaut sans avoir à installer des panneaux de signalisation.

L'OGRA communiquera cette information aux membres dès qu'elle sera disponible et l'affichera sur le site Web www.ogra.org

FROM PICTURE ON PAGE 1:

BACK ROW (LEFT TO RIGHT): Robert Burlie, Manager, Road Operations, City of Toronto; Tom Bateman, County Engineer, County of Essex; John Parsons, Division Manager, Transportation & Roadside Operations, City of London; Second Vice-President: Alan Korell, Managing Director/City Engineer, City of North Bay; Joanne Vanderheyden, Deputy Mayor, Township of Strathroy-Caradoc and Warden, County of Middlesex; Ken Hill, Mayor, Township of Russell; Craig Davidson, CAO/Clerk-Treasurer, Municipality of Hastings Highlands; Joe Tiernay, Executive Director, Ontario Good Roads Association

FRONT ROW (LEFT TO RIGHT): Rick Champagne, Councillor, Township of East Ferris; Steve Desroches, Councillor, City of Ottawa; First Vice-President: John Curley, Councillor, City of Timmins; President: Paul Johnson, Operations Manager, County of Wellington; Immediate Past-President: Eric Rutherford, Councillor, Municipality of Greenstone; Damian Albanese, Director, Transportation Division, Regional Municipality of Peel; David Fawcett, Deputy Mayor, Municipality of Grey Highlands.
Absent: Mark Grimes, Councillor, City of Toronto

5(b)

Malcolm White

From: A.P. Crawford [aeclerk@bmts.com]
Sent: May 21, 2010 11:50 AM
To: aeclerk@bmts.com
Subject: FW: Industrial/Commercial Wind Generation Facilities (Wind Turbines)
Attachments: 14-10 Municipal Code Protection Prop Wind Turbines signed.doc

A.P. Crawford, B.Sc., CMO
 Chief Administrative Officer/Clerk
 Municipality of Arran-Elderslie
 1925 Bruce Road 10, Box 70
 Chesley, ON N0G 1L0
 519 363 3039

From: A.P. Crawford [mailto:aeclerk@bmts.com]
Sent: May 21, 2010 11:37 AM
To: 'A.P. Crawford'
Subject: Industrial/Commercial Wind Generation Facilities (Wind Turbines)



THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

To: All Municipalities in Ontario
Subject: Industrial/Commercial Wind Generation Facilities (Wind Turbines)

After much consultation, consideration and debate, the Council of the Municipality of Arran-Elderslie passed By-law No. 14-10 (which amends our Municipal Code) to address health and safety concerns related to the location and erection of wind generation facilities (industrial wind turbines) within the Municipality.

Council is not opposed to "green energy" projects *per se*, however we wish to promote their use in a responsible manner to benefit, or at least, to do no harm to any individual by such use.

We are circulating this by-law to all municipalities in Ontario for your information and support. A full copy of By-law Bo. 14-10 is attached and may also be found on our website at www.arran-elderslie.com under Notices.

Your support of our efforts is much appreciated and any other comments or suggestions you might have would be most welcome by Council.

Should you have any questions, please contact me.

05/21/10

5(b)

A.P. Crawford, B.Sc., CMO
Chief Administrative Officer/Clerk
Municipality of Arran-Elderslie
1925 Bruce Road 10, Box 70
Chesley, ON N0G 1L0
519 363 3039

Attachment

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 14 - 10

**A By-law to Amend the Municipal Code
(Health Provisions Respecting Locating and
Erecting Wind Generation Facilities)**

WHEREAS it is deemed advisable to amend the Municipal Code to incorporate certain health and safety provisions with respect to the locating and erecting of wind generation facilities within the Municipality;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:**

1. That "Schedule B Protection to Persons & Property, Building Inspection: Health & Safety Provisions Respecting Locating & Erecting Wind Generation Facilities" is hereby added by the addition of Schedule A to this by-law.
2. That Schedule A attached to this by-law shall form part of this by-law.
3. This by-law shall take effect with final passing.

READ A FIRST AND SECOND TIME THIS 26TH DAY OF APRIL, 2010.

"Ron L. Oswald"

MAYOR

"A.P. Crawford"

CLERK

READ A THIRD TIME AND PASSED THIS 10TH DAY OF MAY, 2010.

"Ron L. Oswald"

MAYOR

"A.P. Crawford"

CLERK

**SCHEDULE A TO
BY-LAW NO. 14-10**

**SCHEDULE B PROTECTION TO PERSONS & PROPERTY
BUILDING INSPECTION: HEALTH & SAFETY PROVISIONS RESPECTING
LOCATING & ERECTING WIND GENERATION FACILITIES**

**BEING A BY-LAW TO ESTABLISH CERTAIN HEALTH & SAFETY PROVISIONS
FOR THE LOCATING & ERECTION OF WIND GENERATION FACILITIES**

WHEREAS the fundamental role and duty of all three levels of government in Canada—Federal, Provincial & Municipal—to take all steps necessary to protect the health, safety and well being of their residents is hereby acknowledged;

AND WHEREAS Section 7 of the *CANADIAN CHARTER OF RIGHTS AND FREEDOMS*, Being Part I of the *CONSTITUTION ACT*, 1982 provides that:

"LEGAL RIGHTS

LIFE, LIBERTY AND SECURITY OF PERSON.

7. Everyone has the right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice."

AND WHEREAS the said Section 7 of the *CANADIAN CHARTER OF RIGHTS AND FREEDOMS* is a constitutional provision that protects an individual's autonomy and personal legal rights from actions of the government in Canada with three types of protection within the section, namely the right to life, liberty, and security of the person.

AND WHEREAS the said Section 7 of the *CANADIAN CHARTER OF RIGHTS AND FREEDOMS* provision provides both substantive and procedural rights afforded to anyone facing an adjudicative process or procedure that affects fundamental rights and freedoms, and certain substantive standards related to the rule of law that regulate the actions of the state (e.g., the rule against unclear or vague laws) such as the locating and erection of wind generation facilities as vaguely provided for in the *Planning Act* of the Province of Ontario with no locating criteria legislated;

AND WHEREAS no legal principle has been demonstrated by the Province of Ontario about which there is sufficient societal consensus that it is fundamental to the way in which the legal system should fairly operate that there be no locating criteria based on the health, safety and well being of the residents of Ontario, with respect to wind generation facilities, that would identify with sufficient precision to yield a manageable standard against which to measure deprivations of life, liberty or security of the person (R. v. Malmo-Levine, 2003);

AND WHEREAS The "Principles of Fundamental Justice" require that means used to achieve a societal purpose or objective must be reasonably necessary and this principle is violated when the government, in pursuing a "legitimate objective", uses "means" that unnecessarily and disproportionately interfere with an individual's rights (*R. v. Heywood*) as is the case with removing the locating of wind turbines from local planning processes thereby interfering with normal individual rights respecting local land use planning;

AND WHEREAS the said Section 7 of the *CANADIAN CHARTER OF RIGHTS AND FREEDOMS* can also be violated by the conduct of a party other than a Canadian government body (e.g. wind generation companies) with the government needing only to be a participant or complicit in the conduct threatening the right, when the violation of the security of the person with respect to the person's health, safety and well being would be a reasonably foreseeable consequence of the government, or other body's, actions;

AND WHEREAS the Section 7 of the *CANADIAN CHARTER OF RIGHTS AND FREEDOMS* right to security of the person, consists of rights to privacy of the body and its health and of the right protecting the "psychological integrity" of an individual, that is, the right protects against significant government-inflicted harm (stress) to the mental state of the individual. (*Blencoe v. B.C. (Human Rights Commission)*, 2000);

AND WHEREAS Section 92 of the *Constitution Act*, 1982 provides further that the "Exclusive Powers of Provincial Legislatures" include:

"7. The Establishment, Maintenance, and Management of Hospitals, Asylums, Charities, and Eleemosynary Institutions in and for the Province, other than Marine Hospitals. "

(responsibility for the health of its residents)

"8. Municipal Institutions in the Province" (including local planning limitations)

"13. Property and Civil Rights in the Province. " (with a responsibility to protect same)

"14. The Administration of Justice in the Province, including the Constitution, Maintenance, and Organization of Provincial Courts, both of Civil and of Criminal Jurisdiction, and including Procedure in Civil Matters in those Courts"

(including upholding Part 1 being the *CANADIAN CHARTER OF RIGHTS AND FREEDOMS*);

AND WHEREAS the Government of Canada has established *HEALTH CANADA*, an Agency whose mandate is to "protect the Canadian public by researching, assessing and collaborating in the management of the health risks and safety hazards associated with the many consumer products that Canadians use everyday" and works with "all levels of Governmental agencies and programmes: Industry, National, regional, and international groups and the Canadian Public", in pursuit of reducing or eliminating said risks and hazards;

AND WHEREAS the Province of Ontario has established *THE MINISTRY OF ENERGY AND INFRASTRUCTURE* which is responsible for promoting the development of an affordable, safe, reliable, secure and environmentally sustainable energy supply;

AND WHEREAS the Province of Ontario has established *THE MINISTRY OF THE ENVIRONMENT* which is responsible for protecting, restoring and enhancing the environment to ensure public health and environmental quality;

AND WHEREAS the Province of Ontario has established *THE MINISTRY OF NATURAL RESOURCES* to sustainably manage the province's natural resources to contribute to the environmental, social and economic well-being of the people of Ontario;

AND WHEREAS on February 20, 2004, Ontario Premier, Dalton McGuinty stated that: "*The health of Ontarians is our province's most precious resource. We share a responsibility to protect it from harm, and care for it in times of need*";

AND WHEREAS the Province of Ontario, through Section 11, of the *Municipal Act*, 2001, as amended, has mandated broad authority that lower-tier municipalities may provide "any service or thing that the municipality considers necessary or desirable for the public, as follows:

By-laws

(2) *A lower-tier municipality and an upper-tier municipality may pass by-laws, subject to the rules set out in subsection (4), respecting the following matters: ...*

1. *Governance structure of the municipality and its local boards.*
2. *Accountability and transparency of the municipality and its operations and of its local boards and their operations.*
3. *Financial management of the municipality and its local boards.*
4. *Public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act.*
5. *Economic, social and environmental well-being of the municipality.*
6. ***Health, safety and well-being of persons.***
7. *Services and things that the municipality is authorized to provide under subsection (1).*
8. *Protection of persons and property, including consumer protection.*

thereby recognizing the lower-tier municipality's need and responsibility to provide for the health, safety and well-being of its residents;

AND WHEREAS The Corporation of the Municipality of Arran-Elderslie's confidence in the safety of the locating criteria of WIND GENERATION FACILITIES, as legislated by the Province of Ontario, is based on the premise that, having done their due diligence with respect to ensuring the health, safety and well-being of their citizens under The Constitution and the Charter of Rights and Freedoms, both the federal and provincial governments are prepared to certify the said facilities for location within the Municipality;

AND WHEREAS there is no intention by The Corporation of the Municipality of Arran-Elderslie to prevent or restrict the "use" of wind generation facilities as a source of renewable energy but rather to promote their "use" in a responsible manner to benefit, or at least, do no harm to any individual by such "use";

AND WHEREAS it is deemed advisable to ensure the continued good health, safety and well-being of all persons living and/or owning lands within the Corporation of the Municipality of Arran-Elderslie in a responsible manner;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. That, the Chief Building Official, at his/her discretion, may issue a building permit, in accordance with the provisions of the *Ontario Building Code*, for the construction of any *wind generation facility*, when the said application is accompanied by all of the following:
 - a) a certificate issued by *HEALTH CANADA* confirming that the proposed type of *wind generation facility* will benefit, or will not harm, the health, safety and well-being of any resident of The Corporation of the Municipality of Arran-Elderslie;
 - b) a certificate issued by the *ONTARIO MINISTRY OF ENERGY & INFRASTRUCTURE* confirming that the proposed type of *wind generation facility* will benefit, or will not harm, the health, safety and well-being of any resident of The Corporation of the Municipality of Arran-Elderslie;
 - c) a certificate issued by the *ONTARIO MINISTRY OF THE ENVIRONMENT* confirming that the proposed type of *wind generation facility* will benefit, or will not harm, the health, safety and well-being of any resident of The Corporation of the Municipality of Arran-Elderslie;
 - d) a certificate issued by the *ONTARIO MINISTRY OF NATURAL RESOURCES* confirming that the proposed type of *wind generation facility* will benefit, or will not harm, the health, safety and well-being of any resident of The Corporation of the Municipality of Arran-Elderslie;
 - e) a certificate issued by the *ONTARIO MINISTRY OF ABORIGINAL AFFAIRS* confirming that the proponents of the proposed type of *wind generation facility* and the Crown have carried out satisfactory, meaningful consultation with all the affected aboriginal groups that is respectful and accommodates their rights as recognized and affirmed by Section 35 of the Constitution Act, 1982;"
 - f) certificates issued by either or both the Saugeen First Nations and Chippewas of Nawash, as applicable, confirming that the proponents of the proposed type of *wind generation facility* have carried out satisfactory, meaningful consultation with them with respect to the proposed facility.
2. That before the certificates identified in Section 1 above are issued, the stated Ministries must provide original documentation to the satisfaction of the Council of the Municipality of Arran-Elderslie that the necessary full and complete non-partisan third party, independent health studies on humans are presented to determine safe setbacks and noise limits.
3. That this by-law shall take effect with final passing.



THE CORPORATION OF THE MUNICIPALITY OF NEEBING

The Municipality of Neebing adopted the following resolution at their Regular Meeting on Wednesday, April 28th, 2010.

WHEREAS the MNR has recognized that the Municipality of Neebing has one of the highest density populations of peregrine falcons in Ontario;

AND WHEREAS Neebing's Official Plan already meets conservation requirements for peregrine falcons;

AND WHEREAS there has been no evidence of damage or harm to this species, which is not designated as "threatened" by COSEWIC, and scientific studies and local knowledge show that the species is thriving at greater than historic levels;

AND WHEREAS this one kilometre restriction will impact Neebing's landowners and developers negatively in a socio-economic way, and limiting activities will impose an unfair burden on Neebing and its private property owners;

THEREFORE BE IT RESOLVED THAT before COSSARO considers *designating a species at risk*, any affected Municipality and/or Treaty Organization shall be informed, and invited to submit information to be considered prior to such designation; so that local knowledge (both aboriginal and non-aboriginal) shall be taken into account before decisions are made;

FURTHER to this, a socio-economic impact study must be done concurrently with the development of the Recovery Strategy prior to any regulations being identified;

AND FURTHER, that ESA Regulations should not impose land use restrictions that exceed what already exists in any Municipal Official Plan, unless a valid conservation purpose can be demonstrated from scientific data;

AND FURTHER, that the disparity in area protection measures and nest site longevity between urban and rural locales is unacceptable to Neebing;

AND FURTHER, that Neebing's input to Peregrine Falcon Regulation is that the conservation measure shall not exceed 120 metres for the nest site core area, and the provincial non-harassment of wildlife regulation, as per the Ontario Fish and Wildlife Conservation Act, for the remainder;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Municipality of Neebing respectfully recommends to the Minister and the Ministry of Natural Resources that our Official Plan shall be the basis for the Peregrine Falcon Regulations;

AND THAT this resolution be circulated to all Municipalities in Ontario; to the Honourable Linda Jeffrey, Minister of Natural Resources, and to Bill Mauro, MPP Thunder Bay/Atikokan.

Delma Stajkowski, AMCT
Clerk
Municipality of Neebing
delma@neebing.org
(807) 474-5331

DISCLAIMER

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



CANADIAN RED CROSS
SAULT STE. MARIE AND DISTRICT BRANCH
HOME MAINTENANCE – SNOW REMOVAL PROGRAM
May 2010

2008 – 2009 was a busy year for snow removal. 276 clients had 5250 units of service. (one unit equals one snow removal job)

While we had to implement a waiting list mid way through the season, we received additional one-time funding from the NELHIN to address this. As a result of the one-time funding we only had to utilize \$28,000 of the \$50,000 and we carried the remaining \$22,000 into the 2009/2010 year.

For the 2009/2010 year we had 253 clients and due to the lack of snow this season we provided only 1946 units. We were able to utilize the remainder of the 2009 allocation to provide subsidies to these clients.

The good news for the city is that we will not require the allocation of \$50,000 for 2010. Given that the snow season begins usually in November, we may require funding for November and December but if it will help the city fiscally, it could be paid to us in early 2011 to save money on this year's budget.

Previously clients were eligible for subsidy if their income was less than \$15,000 per year. With the city's subsidy we have been able to raise the income level to \$24,000 per year. Subsidies are available from 10% up to 90% of the cost.

We continue to get positive feedback from our clients letting us know that if it were not for the Canadian Red Cross and the subsidy provided by the city, they would not be able to stay safely in their own homes.

I am pleased that the City of Sault Ste. Marie and the Canadian Red Cross have been able to form this partnership to assist some of our most vulnerable citizens, our seniors.

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)

Malcolm White

From: Renee Wysynski on behalf of John Rowswell
Sent: May 14, 2010 3:06 PM
To: Malcolm White
Cc: Judy Biocchi
Subject: FW: Letter to the Council of the City of Sault Ste. Marie

Hi Malcolm,

Mayor John has asked that the e-mail below be placed on the next Council Agenda as correspondence.

Thanks!

Renee

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

From: lis@stopcuts.ca [mailto:lis@stopcuts.ca]
Sent: May 13, 2010 3:53 PM
To: John Rowswell; Steve Butland; Terry Sheehan; Susan Myers; Bryan Hayes; Pat Mick; Lou Turco; Lorena Tridico; David Celetti; Frank Fata; Ozzie Grandinetti
Subject: Letter to the Council of the City of Sault Ste. Marie

To: Council of the City of Sault Ste. Marie

On behalf of Ontario's pharmacists, I am writing to deliver an extremely important message and make a request of your Council.

The Ontario government recently announced a proposed cut of \$750M to frontline healthcare in Ontario, threatening access to neighbourhood healthcare in all of our communities.

These deep funding cuts will leave many local pharmacies with no option but to reduce service hours, lay off pharmacists and other staff, and reduce health services that Ontarians rely upon, particularly seniors and people with chronic health conditions. Inevitably, some pharmacies will be forced to close permanently.

Pharmacists take great pride in serving the healthcare needs of people in our communities - we are proud to help seniors stay healthy and able to continue living independently, and to help people with chronic illnesses like diabetes, heart disease and breathing problems stay out of hospital.

We are proud to help parents with sick children, who call on us when they can't get to the doctor, or when the doctor's office is closed in the middle of the night.

We care for shut-ins and work closely with home care providers to ensure multiple medications are properly administered and used appropriately. We run flu-shot, diabetes and cholesterol clinics. We help train patients on the use of their blood glucose monitors, blood pressure machines and asthma inhalers.

Pharmacists also collaborate with fellow healthcare professionals to ensure the best possible patient care. We care for the healthy, the terminally ill and everyone in between.

There has been a 15% increase in the number of prescriptions dispensed since 2006 - Ontarians are aging and there has never been a greater demand for the frontline healthcare services pharmacies provide in this province.

These cuts mean that patients may no longer depend on the same range of health services as we do now, forcing them to make a doctor's appointment or go to the hospital, making already long wait lists even longer.

On April 27th, the Lindsay & District Chamber of Commerce issued a statement indicating that they were concerned that the Ontario government's proposed reforms to the prescription drug system could affect many of our local pharmacies.

They indicate that there could potentially be a complete loss of pharmacy services in some smaller communities as pharmacies there struggle to continue to provide the services that local patients have become accustomed to.

5(d)

Consider that two-thirds of people over age 65 take five or more prescriptions. Consider the importance of having a pharmacist provide counselling and support to what is a growing segment of our population, a role that is heightened in those communities where there may be a shortage of family doctors.

The reality is that our municipalities cannot afford a cut to frontline health care services in pharmacies.

Where we do agree with the government is on the need for the cost of drugs to come down in Ontario. That's why we were at the negotiating table with the government for nine months.

We came very close to finding a solution - one that would have saved the government hundreds of millions of dollars without compromising local access to frontline health care.

But the Government of Ontario chose to put cuts first. Pharmacists want to put patients first.

Unfortunately, the Minister of Health does not recognize or value the frontline healthcare role that pharmacists play in this province.

That is why we need your help. We are asking that your Council considers passing a motion in support of your community pharmacies and the valuable frontline healthcare they provide to your residents. Ontarians deserve better than the massive funding cuts that this government wants to exact.

Stand with us and help us tell the government that cuts to community healthcare is unacceptable.

Thank you for your consideration.

Jeff May, Pharmacist

PS: Should you have any questions, please be sure to email alert@stopcuts.ca.



Algoma University Announces Largest Single Research Project: \$900K, more than 80 People Participating Locally

AIR QUALITY AND ITS IMPACT ON HUMAN HEALTH IN SAULT STE. MARIE

Algoma University's community based research institute, the NORDIK Institute, has just announced that it is a key partner in a national study that is expected to make a substantial contribution to our understanding of the impact of air quality on human health, specifically on our respiratory and vascular systems.

The NORDIK Institute is providing leadership to the project here in the Sault, but its work is based on advice and collaboration with a host of partners, most significantly Health Canada.

This is a major study that is bringing almost a million dollars in funding to Sault Ste. Marie this year. This study is an example of the kinds of projects that will benefit Sault Ste. Marie as Algoma University increasingly engages in the national and international research community. Cities that are home to universities have multiple clusters of economic growth and are better able to weather economic downturns and are in a better position to benefit when the economy is stable.

Air Quality and Its Impact on Human Health in Sault Ste. Marie is the largest study undertaken by Algoma University researchers to-date, garnering \$900,000 in funding and providing employment to over 20 local researchers, healthcare professionals, and students. Equipment and lab services have also been obtained locally.

In addition, 60 volunteer participants have been selected from the pool of 200 who came forward. Subjects in the study will be exposed to urban air pollution including motor vehicle and industrial emissions. They will remain at specific sites for up to 8 hours a day and will undergo an extensive series of daily tests administered by registered nurses, respiratory therapists, and ultrasound technicians. Volunteers will receive some compensation for their time and contributions.

This research is likely to make a significant impact on our knowledge of the impact of air quality on the health of humans, an important area of research.

Collaboration is the Key

In addition to Algoma University, Health Canada and others partnered in the study, a number of local individuals and organizations are contributing to the study in various ways:

Rod Stewart and the staff at the Ministry of the Environment

Sault College faculty, administration and physical plant staff

Essar Steel

Community Air Quality Committee

Group Health Centre

Algoma Health Unit

MP Tony Martin's office

Why Support University-Led Research?

Advances in science and technology strengthen the diversity and depth of the regional, provincial and national economies. University-led research and research-centred around universities are essential elements in the growth of a knowledge-based economy.

Algoma University is nurturing a number of research institutes. Lead by top researchers, each institute will initiate research projects and will also seek out key private and public sector partnerships.

Algoma University's research institutes will be working in:

- Community development - Helping communities, governments and the private sector identify collaboration opportunities that improve the quality of life over the long-term for people throughout Northern Ontario
- Health informatics - Using health related population data to map ways to improve health care delivery and disease prevention
- Stopping the spread of invasive species, a threat which is costing Canada billions of dollars a year
- Developing computer games-based technologies to deliver health care therapies



More about the NORDIK Institute

NORDIK promotes more vibrant, caring, and sustainable communities through research, dialogue, analysis, and reflection dedicated to the practice of holistic community development.

This research is only one of more than 20 research collaborations undertaken by NORDIK, involving universities and communities across Northern Ontario and extending nationally and internationally.

NORDIK Institute Staff

Dr. Gayle Broad, Research Director

Warren Weir, MPA, PAED, Acting Director

Air Quality and Its Impact on Human Health in Sault Ste. Marie Research Team

Ildiko Horvath, MSc, Study Coordinator, Air Quality Study

Stephanie Blaney, BScN, RN, Assistant Study Coordinator, Air Quality Study

Margaret Neveau, BA(Hons), Researcher

NORDIK Institute Project Researchers:

Bonnie Gaikezhayongai, B.A. Hons. CESD

Sean Meades, B.A. Gender & Women's Studies

Jude Ortiz B.Ed., B.A. Fine Arts

Robert Rawn B.A. Hons. Psychology

Jose Reyes Cert. CESD, M.B.A.

David Thompson B.A. Hons. CESD



PAGE 1 OF 2

APPENDIX B-2A

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

APPROVALS

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

Name of Group/Organization: SMACK DADDY'S BAR & Grill

Contact Person: ANGEL BRAIDO / ROB WILSON Telephone No. 575-1830 C-971-9115

Name of Event: S.P.O. SLOPITCH TOURNAMENT

Date(s) of Event: June 11-13 Site: STRAITHCLAIR

Times of Event: 11am-8pm Location: "A" FIELD

Times of Beer Garden: 11am-8pm

Name of Permit/Licence Holder: SMACK DADDY'S BAR & Grill / ANGEL BRAIDO Name of Identified Designate: ANGEL BRAIDO

Signature of Permit/Licence Holder: [Signature] Signature of Identified Designate: [Signature]

Address of Permit/Licence Holder: 440 PIM ST. Address of Identified Designate/Telephone: 16 PRETORIA HILL

Telephone/E-Mail: (705) 256-1551 Telephone/E-Mail: (705) 575-1830 C-971-9115 bbraido@shaw.ca

1. Sault Ste. Marie Police Service

[Signature]
Signature of Official 19 MAY 2010

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]
Signature of Official

3. Algoma Public Health
Environmental Health

[Signature]
Signature of Official

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

[Signature]
Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____

Date

C.S.D. Staff Representative _____

Signature



PAGE 1 OF 2

APPENDIX B-2A

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

APPROVALS

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

Name of Group/Organization: SMACK DADDY'S BAR & Grill

Contact Person: Angelo Braido / Rob Wilson Telephone No. 575-1830 C-971-9115

Name of Event: S.P.O. SLOPITCH TOURNAMENT

Date(s) of Event: July 23-25 Site: STRAITHCLAIR

Times of Event: 11am-8pm Location: "A" FIELD

Times of Beer Garden: 11am-8pm

SMACKDADDY'S BAR & Grill / Angelo Braido Angelo BRAIDO
Name of Permit/Licence Holder Name of Identified Designate

[Signature] [Signature]
Signature of Permit/Licence Holder Signature of Identified Designate

440 Pim ST. 10 PRETORIA Hill
Address of Permit/Licence Holder Address of Identified Designate/Telephone

256-1551 575-1830 C-971-9115
Telephone/E-Mail Telephone/E-Mail

1. Sault Ste. Marie Police Service

[Signature]
Signature of Official 12 MAY 2010

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]
Signature of Official

3. Algoma Public Health
Environmental Health

[Signature]
Signature of Official

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

[Signature]
Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____

Date

C.S.D. Staff Representative _____

Signature



PAGE 1 OF 2

APPENDIX B-2A

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

APPROVALS

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

Name of Group/Organization: Sault Symphony Association
Contact Person: Patti Gardi Telephone No. W-945-5337 H-945-1666
Name of Event: Music Fest XVII - Bratwurst, Beer & Beethoven
Date(s) of Event: Sun, June 13, 10 Site: Roberta Bondar Pavilion
Times of Event: 12:00 noon to 9:00 p.m. Location: Foster Dr, SSM ON.
Times of Beer Garden: 12:00 noon to 9:00 p.m.
Name of Permit/Licence Holder: Patti Gardi Name of Identified Designate: Douglas Overman
Signature of Permit/Licence Holder: [Signature] Signature of Identified Designate: [Signature]
Address of Permit/Licence Holder: 55 Hussey St. S.S. Marie ON P6A 4N3 Address of Identified Designate/Telephone: 11 Charlotte Dr. S.S. Marie ON P6B 5S6
Telephone/E-Mail: 945-1666 Telephone/E-Mail: 949-5173

1. Sault Ste. Marie Police Service

[Signature]
Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]
Signature of Official

3. Algoma Public Health
Environmental Health

[Signature]
Signature of Official

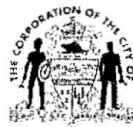
4. Community Services Department
Recreation and Culture Division or
Community Centres

[Signature]
Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____ Date _____
C.S.D. Staff Representative _____ Signature _____



PAGE 1 OF 2

APPENDIX B-2A

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

APPROVALS

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

Name of Group/Organization: CANADIAN LOUNGE / SAULT STEELERS
 Contact Person: ALBERT MARRELLI Telephone No. 253-3257 WORK
 Name of Event: SAULT STEELER FOOTBALL GAMES
 Date(s) of Event: JUNE 12, 19 JULY 10, 17 Site: ROCKY DIPIETRO FIELD
 Times of Event: 7:00PM - 10:00PM Location: QUEEN ELIZABETH SPORTS COMPLEX
 Times of Beer Garden: 6:00PM - 10:30 PM
 Name of Permit/Licence Holder: YORKMEN HOLDINGS LTD Name of Identified Designate: ALBERT MARRELLI
 Signature of Permit/Licence Holder: [Signature] Signature of Identified Designate: 206 1744 (CELL)
 Address of Permit/Licence Holder: 410 PM ST. (WORK) Address of Identified Designate/Telephone: 1136 LEN AVE / 945-1127 (HOME)
 Telephone/E-Mail: 253-3257 (WORK) Telephone/E-Mail: abbie.y@shaw.ca

1. Sault Ste. Marie Police Service

[Signature]
Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]
Signature of Official

3. Algoma Public Health
Environmental Health

[Signature]
Signature of Official

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

[Signature]
Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____

Date

C.S.D. Staff Representative _____

Signature

Plus POSSIBLE Playoff GAMES DATES & TIMES
TBA



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

APPROVALS

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

Name of Group/Organization: Kaunisto/Greener Wedding & Reception
Contact Person: Kellie Kaunisto Telephone No. (906) 632-3845
Name of Event: Kaunisto/Greener Wedding & Reception
Date(s) of Event: July 10, 2010 Site: Roberta Bondar Pavilion
Times of Event: 6pm - 1am Location: Roberta Bondar Pavilion
Times of Beer Garden: 6:30pm - 1:00am
Name of Permit/Licence Holder: Kellie Kaunisto Name of Identified Designate: Kellie Kaunisto
Signature of Permit/Licence Holder: Kellie Kaunisto Signature of Identified Designate: Kellie Kaunisto
Address of Permit/Licence Holder: 3900 S. Ridge Rd Address of Identified Designate/Telephone: 3900 S. Ridge Rd
Telephone/E-Mail: (906) 630-6034 and/or (906) 632-3845 Telephone/E-Mail: kellie.kaunisto@charter.net

SSMS
Guidelines
Hatched!

1. Sault Ste. Marie Police Service

[Signature]

Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]

Signature of Official

3. Algoma Public Health
Environmental Health

[Signature]

Signature of Official

(C.P.H.E.)

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

[Signature]

Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____

Date

C.S.D. Staff Representative _____

Signature

5(g)

Portuguese Canadian Association
Of Sault Ste. Marie, Ontario, Canada

To:
The Clerk's Office,
City of Sault Ste. Marie

2010 May10

From: Portuguese Canadian Association of Sault Ste. Marie
5 Cornwall St.
Sault Ste. Marie, On. P6C 1C4

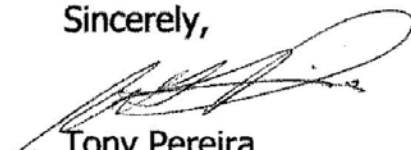
RECEIVED CITY CLERK MAY 12 2010 NO.: 51662 IST: Agency
--

Re: Application for Special Occasion Permit
Outdoor Event/Picnic, June 12, 2010 from 12:00 to 08:00 p.m.

The following is submitted as per guidelines for obtaining a AGCO occasional use permit to consume liquor outdoors. This premise does hold a permanent liquor license for inside consumption. The event planned is a picnic at the Portuguese Club grounds, 5 Cornwall Street. This is private property, consisting of three acres fenced all around by a four foot wire fence. The event is not open to the general public, but is for family, friends and acquaintances of Association members. Number of people expected is approx. 80. This is a yearly event, which has proven popular and uneventful in the past. As per guidelines, the following agencies have been contacted under separate cover:

Algoma Health Unit
Sault Ste. Marie Police Services
Sault Ste. Marie Fire Services

For any questions, please contact the undersigned at any time.
Sincerely,



Tony Pereira
President, Portuguese Canadian Association
949-5077 (res.)
541-1071 cel.
949-6916 fax
tdpereira@shaw.ca

5(g)

Malcolm White

From: Tony Celli [tony_cell@shaw.ca]
Sent: May 11, 2010 2:16 PM
To: Malcolm White
Subject: Italian Festival

Dear Mr. White;

The Marconi Society would like the City's permission to hold its annual Italian Festival on the Marconi Ground. The Festival will take place July 25th from 11 A.M. to 11 P.M.

Hoping to receive the City's confirmation at your earliest convenience

Sincerely

Tony Celli

President
G. Marconi Society

5(g)

Friday, May 7, 2010

To: Sault Ste. Marie Clerk's Department

As part of our *Application for a Special Occasion Permit* we are required to inform you of our upcoming wedding. Our wedding date is June 26 2010 and our reception is being held at the Canadian Bushplane Heritage Centre.

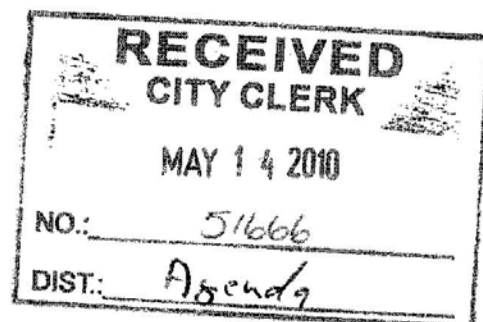
The reception will be held indoors on the hanger floor and also outdoors on the "outdoor area". We are planning to have two 10X10 tents setup outside on the "out door area" outlined on the attached map. The outside area will be clearly defined and separate from unlicensed areas using a barrier. Please see the attached map for a detailed sketch showing the area for which the permit will apply.

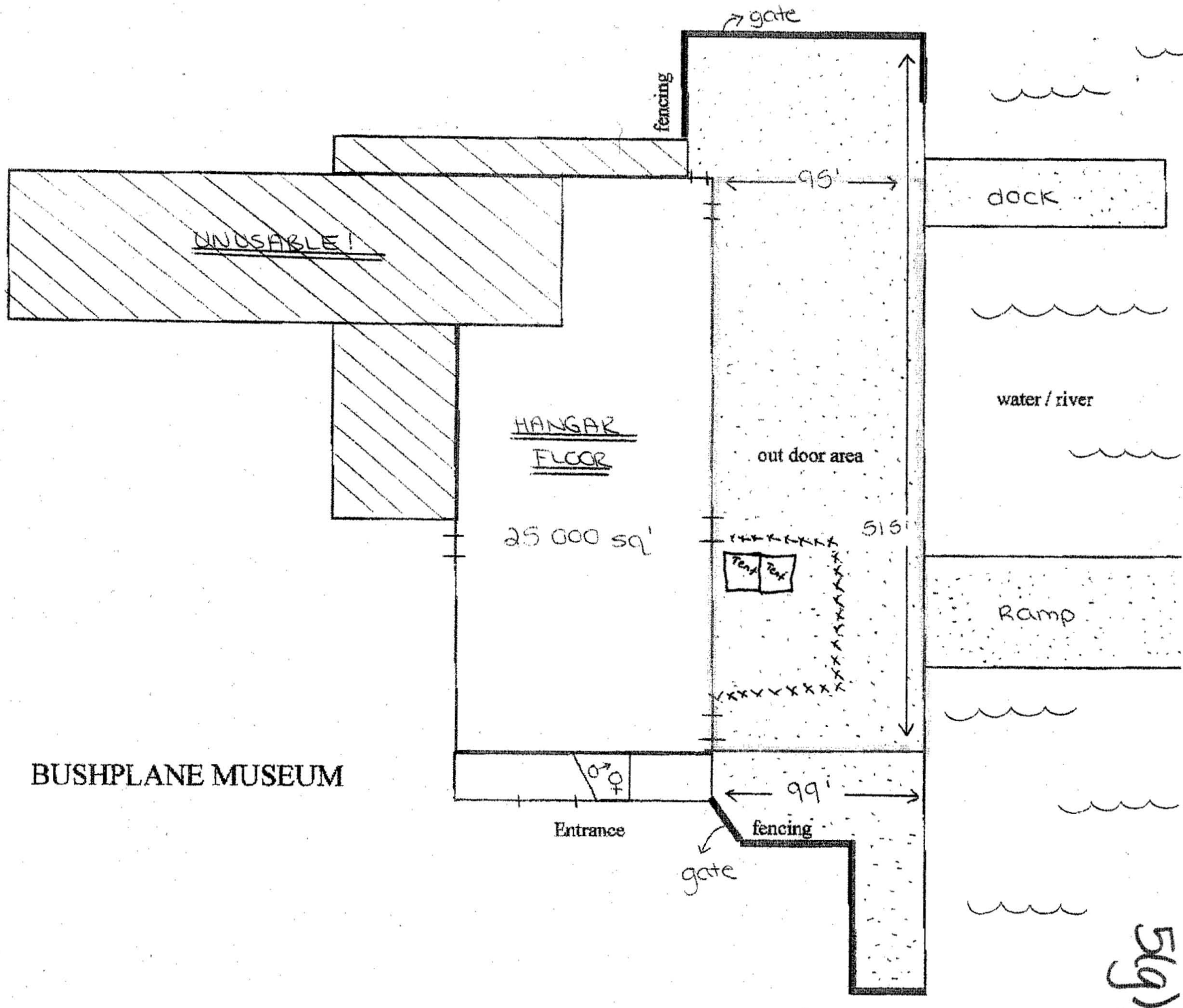
Thank you for your time, if you have any questions or concerns please contact Jennifer Hollingshead or Roger Vilaca @ 949-7719.

Sincerely,

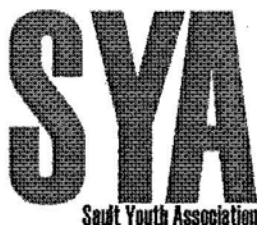


Jennifer Hollingshead & Roger Vilaca





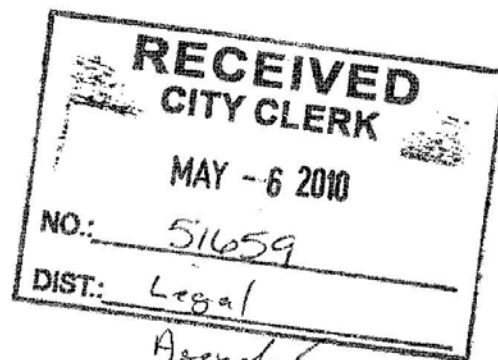
5(h)



421 Bay Street
Unit 607
Sault Ste. Marie, ON
P6A 1X3

May 6, 2010

~~Donna P. Irving~~ *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: 2010 Sault Youth Association Buskerfest Vendor Committee Approval

Dear ~~Donna~~, *Malcolm*

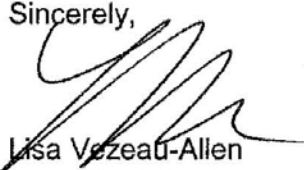
The Sault Youth Association and its Buskerfest Committee are requesting City Council approval to pass a bylaw for the 2010 Sault Youth Association Buskerfest on Vendor Committee Approval. This bylaw was passed for the 2007, 2008 and 2009 Buskerfest events and we are looking to sustain this aspect of 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 Committee. 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 2010 Buskerfest will take place from August 6-8, 2010 on Queen Street from East to Brock Street.

We thank you for the City's continued support for this festival and of the Sault Youth Association.

Sincerely,


Lisa Vezeau-Allen
Executive Director
Sault Youth Association

Multi-Residential Meeting Summary

The multi-residential meeting regarding waste and recycling was held on May 17, 2010 in the Russ Ramsay Room at the Civic Centre. Owners, landlords, property management companies and caretakers of multi-residential units were invited to attend.

The presentation began with opening comments by Susan Myers and Terry Sheehan, followed by a presentation by a Ministry of Environment representative. The representative reviewed the provincial legislation regarding recycling.

The second presentation was made by Hans Geenan regarding best practices for recycling. Hans represents owners of an apartment building in the city that has been very successful with their recycling efforts. He suggested putting large recycling bins on every second floor, and encouraging tenants to recycle by posting memos every three months reminding them to recycle. He also discussed closing garbage chutes in an effort to prompt more recycling. Hans' apartment building has reduced their waste to only two 4 yard containers, although they are legislatively allowed 12 yards.

Randy Roy, Waste Diversion Supervisor, made the last presentation of the evening. He went over the blue and yellow box program, garbage limits for multi-residential units, and curb side pickup. He stressed that curb side pickup for recycling is free for all residents, but that multi-residential units who choose to have their recycling picked up on site rather than curb side by either Green Circle or other contractors have to pay for that service.

The reception from the public was mixed. Both condominium and apartment owners were satisfied with the city's refuse removal. However, some issues were brought up concerning recycling removal. Condominium owners who did not wheel their recycling carts to the curb, and thus had to pay for on-site pick up, felt that they were paying for the recycling service twice – once privately, and once in their taxes. Randy Roy addressed the questions, and tried to enforce the idea that they could eliminate the charge by wheeling their recycling carts to the curb.

Randy also suggested that multi-residential owners look into new provincial legislation that is coming out to ensure that they are being represented fairly.

Closing comments were provided by Terry Sheehan and Susan Myers.

Action steps from the meeting include resolutions to City Counsel, and the need to have the MPP briefed as to the impact on our municipality when provincial legislative changes come without funding or sufficient time for compliance. We also plan on putting information online including best practices and educational posters to be used by multi-residential owners.

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



5(j)
99 Foster Drive
P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
Canada. P6A 5N1
(705) 759-5347
(705) 759-5952 (Fax)
E-Mail:
j.fratesi@cityssm.on.ca
b.berlingieri@cityssm.on.ca

2010 05 31

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Eight - Fire Services Personnel – (see below) -****

G8 Summit

June, 2010

Huntsville, ON

Estimated total cost to the City - \$ 600.00

Estimated net cost to the City - \$ 0.00

** Bruce Lash, Randy Richards, Terry Barret, Michael Pagnucco,
Chris Gillespie, Michael Simon, Jeffrey Lajoie, Raymond Zorzi

2. **Paul Milosevich, Carlo Provenzano, Paul Antonello- Fire Services**

Certified Fire Investigator Instructor Course

October, 2010

Markham, ON

Estimated total cost to the City - \$ 6, 973.00

Estimated net cost to the City - \$ 6, 973.00

3. **Malcolm White – Clerks Department**

AMCTO Professional Development Institute

June, 2010

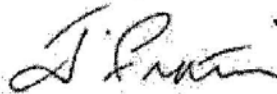
Huntsville, ON

Estimated total cost to the City - \$ 1, 773.50

Estimated net cost to the City - \$ 1, 773.50

4. **Kathy Fisher - Community Services- Recreation and Culture Division**
Ministry of Tourism 1812 Regional Meeting
June, 2010
Toronto, ON
Estimated total cost to the City - \$ 721.00
Estimated net cost to the City - \$ 721.00
5. **Kathy Fisher - Community Services- Recreation and Culture Division**
Tourism Week
June, 2010
Toronto, ON
Estimated total cost to the City - \$ 410.00
Estimated net cost to the City - \$ 410.00
6. **Gary Barnes – Public Work & Transportation Department**
Fundamental Principles in Recycling Planning
June, 2010
London, ON
Estimated total cost to the City - \$ 1, 381.00
Estimated net cost to the City - \$ 1, 381.00

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer



2010 05 31

Mayor John Rowswell
and Members of City Council
Civic Centre

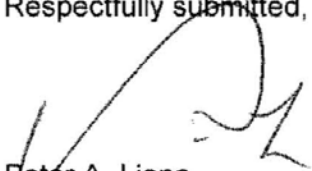
RE: Property Tax Appeals

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

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

An appropriate resolution has been prepared for your consideration.

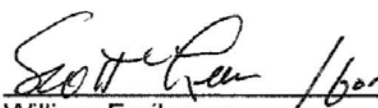
Respectfully submitted,


Peter A. Liepa
City Tax Collector

PAL/md

Attach.

Recommended for Approval:


William Freiburger
Commissioner of Finance & Treasurer


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

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

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

DATE: 2010 05 31
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
010-070-032-012	00036 Ruscio Crescent	Major Contracting (Algoma) Ltd.	RT	E	09-043	\$5,480.27	\$54.80	\$5,535.07
020-042-124	00302 Queen Street East	Pentecostal Assemblies of Canada	CT	B	09-044	\$15,180.05	\$0.00	\$15,180.05
020-044-020	00208 St. Mary's River Dr	Algoma Central Properties	CT	F	09-045	\$47,921.27	\$0.00	\$47,921.27
040-018-127	00276 Wellington Street E	City of Sault Ste. Marie	CT	B	09-046	\$2,381.31	\$5.54	\$2,386.85
040-022-001	00080 Hudson Street	Essar Steel Algoma Inc.	CT	D	09-047		Confirmed	\$0.00
050-031-006	00956 Peoples Road	City of Sault Ste. Marie	RT	B	09-048	\$508.97	\$58.94	\$567.91
060-070-011	00475 Airport Road	Sault Ste. Marie Airport Development Corp.	CT/RT	D	09-049	\$150.71	\$0.00	\$150.71
Certified Correct:						\$71,622.58	\$119.28	\$71,741.86

Certified Correct:


Peter A. Liepa
Tax Collector

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

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

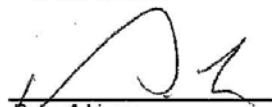
5(k)

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
2008

DATE: 2010 05 31
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
020-042-124	00302 Queen Street East	Pentecostal Assemblies of Canada	CT	B	08-056	\$14,060.19	\$0.00	\$14,060.19
Certified Correct:						\$14,060.19	\$0.00	\$14,060.19


Peter A. Liepa
Tax Collector

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

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

5(k)

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

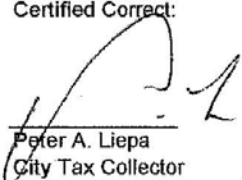
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
DOWNTOWN BUSINESS IMPROVEMENT AREA WRITE-OFF

DATE: 2010-05-31
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	REASON FOR APPEAL	PROPERTY CLASS	TAX YEAR	CANCELLATION TAXES	TOTAL ADJUSTMENT
020-042-124	00302 Queen Street E	Pentecostal Assemblies of Canada	Became Exempt After Return of Roll	CT	2008	\$ 1,433.33	\$ 1,433.33
020-042-124	00302 Queen Street E	Pentecostal Assemblies of Canada	Became Exempt After Return of Roll	CT	2009	\$ 1,556.40	\$ 1,556.40

Certified Correct:

REPORT TOTAL \$ 2,989.73 - \$ 2,989.73


Peter A. Liepa
City Tax Collector

5(K)

Ralph Robertson
Manager of Purchasing



5(1)
Finance Department
Purchasing Division

2010 05 31

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

Re: Tenders for Equipment - Public Works & Transportation Department

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department.

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held April 28, 2010, with Rachel Tyczinski, Deputy City Clerk, in attendance.

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

The budget allocation for this equipment, identified in the P.W. & T. Winter Operations is \$171,600.00 with the total cost amounting to \$169,337.60.

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

<u>Item</u>	<u>Supplier</u>	<u>Amount</u>
Lease of Two (2) Motor Graders c/w Snow Wing & Front Blade	Strongco Equipment	\$89,316.00
Lease of Four (4) Front End Loaders	Tracks & Wheels	\$80,021.60

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson
Manager of Purchasing

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$96,000.00

Received: April 28, 2010
File: 2010WA06

SUMMARY OF TENDERS
LEASE OF FOUR (4) FRONT END WHEEL LOADERS

<u>Firm</u>	<u>Opt.</u>	<u>Make & Model</u>	<u>Warranty</u>	<u>Monthly Lease Rate/Unit</u> <u>(including mtce.)</u> <u>(excluding taxes)</u>	<u>Total Annual Cost/Unit</u> <u>(5 months)</u> <u>(excluding taxes)</u>	<u>Remarks</u>
Construction Equipment Sault Ste. Marie, ON		2010 Terex TL210	not stated	\$4,562.09	\$22,810.45	Meets specifications Extra hours billed at \$50.00/hour
McDowell Brothers Industries Inc. Sudbury, ON		2010 Kawasaki 65ZV-2	12 months 1500 hours	\$5,543.00	\$27,715.00	Meets specifications Extra hours billed at \$30.75/hour
Nortrax Canada Inc. Lively, ON		2010 John Deere 544K	not stated	\$6,364.09	\$31,820.45	Meets specifications Extra hours billed at \$46.30/hour
Strongco Equipment Mississauga, ON		2010 Volvo L70F	12 months 1500 hours	\$4,686.00	\$23,430.00	Meets specifications Extra hours billed at \$12.00/hour
Toromont Cat Sault Ste. Marie, ON		2010 CAT 930H	12 months	\$4,406.22	\$22,031.10	Meets specifications Extra hours billed at \$36.72/hour
Tracks & Wheels Equipment Sault Ste. Marie, ON	1	2010 Case 621 XT	12 months	\$4,681.90	\$23,409.50	Meets specifications Extra hours billed at \$37.90/hour
	2	2010 Case 621E ZBAR	12 months	\$4,001.08	\$20,005.40	Meets specifications Extra hours billed at \$37.90/hour

Note: The low tendered price, meeting specifications, is boxed above.

It is my recommendation that the tendered price, submitted by Tracks & Wheels for Option 2, be accepted.

Ralph Robertson
Manager of Purchasing

5(1)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$75,600.00

Received: April 28, 2010
File: 2010WA05

SUMMARY OF TENDERS
LEASE OF TWO (2) MOTOR GRADERS C/W SNOW WING & FRONT BLADE

<u>Firm</u>	<u>Make & Model</u>	<u>Warranty</u>	<u>Monthly Lease Rate/Unit</u> <u>(including mtce.)</u> <u>(excluding taxes)</u>	<u>Total Annual Cost/Unit</u> <u>(6 months)</u> <u>(excluding taxes)</u>	<u>Remarks</u>
Nortrax Canada Inc. Toronto, ON	2010 John Deere 770G	Not Listed	\$7,149.10	\$42,894.60	Does not meet specifications Base operating weight under spec. Extra hours billed at \$47.50/hour
Strongco Equipment Mississauga, ON	2010 Volvo G960	12 months 1500 hours	\$7,443.00	\$44,658.00	Meets specifications Extra hours billed at \$21.00/hour
Toromont Cat Sault Ste. Marie, ON	2010 CAT 160M	12 months	\$7,457.68	\$44,746.08	Minor variance in specifications Extra hours billed at \$37.29/hour
Tracks & Wheels Equipment Sault Ste. Marie, ON	2010 Case 885	12 months unlimited hrs	\$8,030.81	\$48,184.86	Meets specifications Extra hours billed at \$80.00/hour

Note: The low tendered price, meeting specifications, is boxed above.
It is my recommendation that the tendered price, submitted by Strongco Equipment, be accepted.

Ralph Robertson
Manager of Purchasing

5(1)

5(m)

Norman Fera
Manager,
Community Centres



**Community Services
Community Centres**

2010 05 31

Mayor John Rowswell
and Members of City Council

Standard User Group Agreement - Community Centres Division

The existing agreement, which City Council authorized By-Law 86-88, has been in use for many years and it has become apparent that revisions are required based on User Group requests for changes, as well as, financial and box office changes.

This agreement is used when a promoter/user wants to book a special event (concerts, trade shows and other special events) at one or more of the Community Centres Division's facilities such as the Essar Centre and the John Rhodes Community Centre.

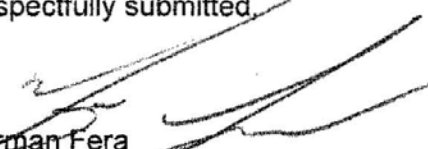
The by-law has always authorized the Manager of Community Centres to sign the agreement. The revised by-law also allows for the Manager's designate to enter into agreements. All of the revisions, most of them minor, were made in consultation with the Legal and Finance Departments.

The by-law and a copy of the agreement appear elsewhere on your Agenda and are recommended for approval.

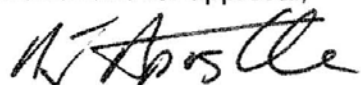
RECOMMENDATION

It is recommended that City Council approve the revised Standard User Group agreement for use at the Community Centres Division's facilities.

Respectfully submitted,

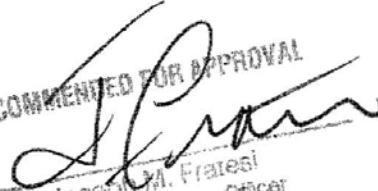

Norman Fera
Manager, Community Centres

Recommended for approval,


Nicholas J. Apostle
Commissioner Community Services

l/council/report to council standard contract CCD 2

cc: L. Bottos
B. Freiburger


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(n)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

2010 05 31

Mayor John Rowswell
and Members of City Council

COMMUNITY HERITAGE ONTARIO CONFERENCE

This report is submitted in accordance with the requirement that all out-of-town travel by members of committees be approved by City Council.

The Members of the Sault Ste. Marie Municipal Heritage Committee view the annual Community Heritage Ontario Conference as a valuable training opportunity for members. Normally each year, one member from the Committee attends this conference. This year the conference will be held in Ridgetown, Ontario from June 11 - 12.

On May 5, 2010 the Sault Ste. Marie Municipal Heritage Committee passed the following resolution:

Moved by: A. Macgregor
Seconded by: K. Marshall

"Resolved that the Members of the Sault Ste. Marie Municipal Heritage Committee fund L. Woolley to attend the 2010 Ontario Heritage Conference in Ridgetown, Ontario from June 11-12, 2010 from the Travel and Training Budget of the Sault Ste. Marie Municipal Heritage Committee; and furthermore that a travel request be sent to City Council for their approval."

CARRIED

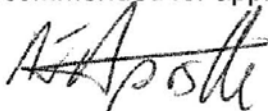
Recommendation

It is recommended that City Council approve the resolution from the Sault Ste. Marie Municipal Heritage Committee approving L. Woolley to attend at the 2010 Ontario Heritage Conference in Ridgetown, Ontario from June 11 - 12, 2010.

Respectfully submitted,


Joseph J. Cain
Manager Recreation & Culture

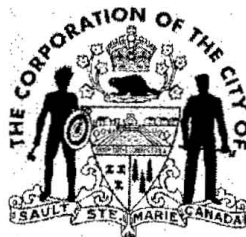
Recommended for approval,


Nicholas J. Apostle
Commissioner Community Services


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(6)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



COMMUNITY SERVICES DEPARTMENT
RECREATION & CULTURE DIVISION
Bellevue & Bondar Marinas
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2010 05 31

Mayor John Rowswell
and Members of City Council

2010 Cultural Financial Assistance Grants

Each year City Council graciously allots \$53,900.00 for Financial Assistance Grants to the cultural community. The Cultural Advisory Board evaluates the applications against the criteria in the City's Cultural Policy and makes a recommendation to Council for the distribution of the grant funds.

The members of the Cultural Advisory Board met on January 27, 2010, and reviewed the applications for the Financial Assistance Grants for the year 2010. The following resolution was passed:

Moved by: Karin Seidemann
Seconded by: Rebecca Steubing

"Resolved that the Members of the Cultural Advisory Board endorse the list of recommended recipients of the Cultural Financial Assistance Grants for 2010 and that a report be sent to City Council for their approval subject to the finalizing of the 2010 budget. "

CARRIED

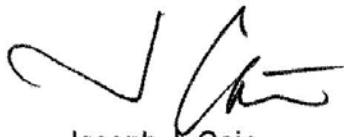
ORGANIZATION	2008 AWARD	2009 AWARD	2010 REQUEST	2010 RECOMMENDATION
Algoma Arts Festival Association	\$11,750.00	\$11,000.00	\$17,000.00	\$10,500.00
Algoma Conservatory of Music	\$6,000.00	\$5,000.00	\$10,000.00	\$7,000.00
Algoma Festival Choir	NO REQUEST	NO REQUEST	\$4,701.08	\$2,300.00
Arts Council of S.S.M. & District	\$11,750.00	\$11,000.00	\$20,000.00	\$10,500.00
Echoes of the World International Drum Festival	\$1,900.00	\$1,500.00	\$2,500.00	\$2,400.00
Rotary Club of Sault Ste. Marie	\$3,000.00	\$2,000.00	\$3,000.00	\$2,000.00
Sault Symphony Orchestra	\$5,000.00	\$5,000.00	\$10,000.00	\$5,000.00
Sault Theatre Workshop	\$3,000.00	\$2,000.00	\$4,000.00	\$2,000.00
Shadows of the Mind Film Festival	\$5,000.00	\$4,000.00	\$5,000.00	\$5,000.00
Sault Potters Guild	\$2,700.00	\$2,000.00	\$3,000.00	\$2,000.00

ORGANIZATION	2008 AWARD	2009 AWARD	2010 REQUEST	2010 RECOMMENDATION
Queer Voices of the North	\$800.00	\$800.00	\$5,349.35	\$1,200.00
St. Mary's River Marine Heritage Centre	NO REQUEST	\$2,000.00	\$2,000.00	\$2,000.00
Shingwauk Anishinaabe Students Association	NO REQUEST	NO REQUEST	\$6,500.00	\$2,000.00
Indian Friendship Centre	NO REQUEST	\$2,000.00	\$2,000.00	DENIED
Portuguese Canadian Association	NO REQUEST	NO REQUEST	\$6,000.00	DENIED
Finn Grand Festival	NO REQUEST	NO REQUEST	\$10,000.00	DENIED
Waabing Head Start Family Centre	NO REQUEST	NO REQUEST	\$12,000.00	DENIED
Sault Youth Association	NO REQUEST	NO REQUEST	\$2,000.00	DENIED
Art Gallery of Algoma	NO REQUEST	\$3,000.00	NO REQUEST	NO REQUEST
Family Life Theatre	\$3,000.00	600.00	NO REQUEST	NO REQUEST
Quonta Drama Festival	DID NOT QUALIFY	\$2,000.00	NO REQUEST	NO REQUEST
Totals	\$53,900.00	\$53,900.00	\$125,050.43	\$53,900.00

Recommendation

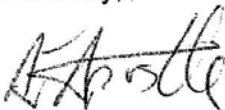
It is therefore requested that City Council approve the recommendation of the Cultural Advisory Board for the 2010 Cultural Financial Assistance Grants as outlined above.

Respectfully submitted for City Council approval,



Joseph J. Cain
Manager Recreation and Culture
on behalf of the Cultural Advisory Board

Approved by,



Nicholas J. Apostle
Commissioner Community Services

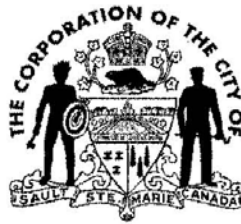
RECOMMENDED FOR APPROVAL



Joseph M. Frasca
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(p)

2010 05 31

Mayor John Rowswell
Members of City Council

**Re: Westbound Right Turn Lane – Second Line at Great Northern Road
Agreement for Engineering Services**

Council is aware of the construction of the proposed westbound right-turn lane on Second Line at Great Northern Road. In June, 2008, the Ministry of Transportation provided a 75% grant of \$356,250 under the provincial connecting link program for the project. Although the construction was deferred for two years due to unforeseen circumstances, it is now underway. It will be completed this year.

The firm of Kresin Engineering was retained in 2006 to provide design and contract administration services for the project. An engineering agreement was never finalized for these services due to an oversight.

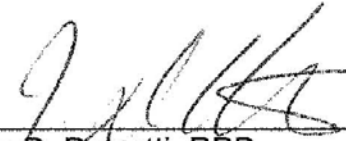
It is recommended that Council approve entering into an agreement for engineering services with Kresin Engineering for design and contract administration of the westbound right turn lane on Second Line at Great Northern Road. Bylaw 2010-103 can be found elsewhere on this evening's agenda and is recommended for approval. The upset limit for engineering fees for this work is \$85,000.

Respectfully submitted,

Recommended for approval,



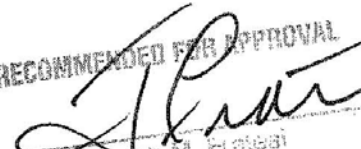
Don J. Elliott, P. Eng.
Director of Engineering Services



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

/bb

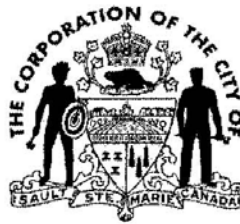
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Joseph M. Harteis
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(q)

2010 05 31

File: 4.140.8

Mayor John Rowswell
Members of Council

Re: Biennial Bridge Inspections – Consulting Services

The City is mandated to conduct structural inspections of our bridges every two years. Our list includes 34 bridges and box culvert road crossing structures, as well as 7 pedestrian bridges. In 2008 the City was advised by the Ministry of Transportation of an incident in southern Ontario involving the collapse of an overhead sign structure. Accordingly, we have added the inspection of our 33 overhead sign structures to the biennial bridge inspection program.

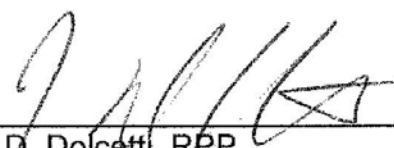
We are in receipt of a quotation from M. R. Wright and Associates, to complete the required 2010 inspection. This firm has completed these inspections and produced the biennial bridge inspection reports for many years. The estimated fee is **\$42,000**, including disbursements, excluding GST. We would normally budget an allowance of **\$50,000** in the 2010 Miscellaneous Construction budget, however, an amount of **\$120,000** was carried forward for bridge inspection and repairs from previous Miscellaneous Construction budgets. A portion of these funds carried forward will also be utilized by Public Works and Transportation for minor bridge repairs as recommended by the consultant, such as routing and sealing concrete. The \$10,000 in the PWT annual budget for bridge maintenance is insufficient, making it necessary to use a portion of miscellaneous construction funds.

It is recommended that the City retain M. R. Wright and Associates to complete the biennial bridge inspections for the upset limit fee of \$42,000 and minor repairs be completed by PWT with funds coming from the amount carried forward from previous miscellaneous construction budgets for this purpose. An engineering agreement will be brought to Council at a future meeting.

Respectfully submitted,

Recommended for Approval:


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

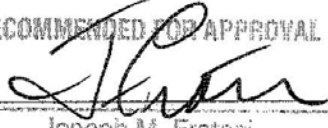

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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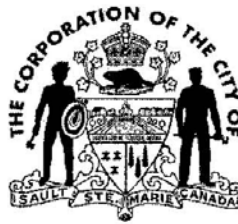
RECOMMENDED FOR APPROVAL

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1


Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



5(r)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
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2010 05 31

File: 4.212

Mayor John Rowswell
Members of Council

RE: PROPOSED ADDITION TO ENGINEERING TEST LAB – CCTV TRUCK STORAGE

Council may be aware that two of the field services functions of the Engineering Division are based outside of City Hall. The construction materials testing equipment and staff work out of a small test lab at the Public Works and Transportation site on Sackville Road. The Closed Circuit Television (CCTV) vehicles and crew work out of a designated space provided for them by the Transit Division at the bus barn on Huron Street.

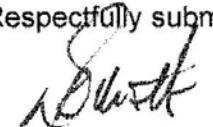
For some time the Engineering Division has planned to consolidate them into one location. Accordingly, it is recommended that an engineering firm be retained to design and administer the construction of an addition onto the test lab in order to include the CCTV function. It will provide several benefits, including common work reporting location for staff, office, workbench and storage. A third field services function will be incorporated into the addition as well. This Division provides sewer flow monitoring services for the purposes of design, and we have needed modest storage and work space for this equipment for many years. It would also remove our CCTV presence from the bus barn. We have confirmed with the Transit Division that they need the space back for their own use as there is an increased demand for it.

Our preliminary estimate for design and construction of an addition is \$120,000. Two potential funding sources are: 1) the sewer surcharge - the majority of the CCTV and flow monitoring work is related to sanitary sewers, and 2) there are sufficient funds built up in the engineering vehicle reserve account from past surpluses. Commissioner Freiburger suggests the vehicle reserve be used for this expenditure.

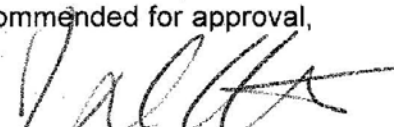
The Engineering Division intends to use this as an opportunity to realize an operational savings. Three vehicles are presently used for CCTV mainline camera work, sewer lateral camera work and for flow monitoring. It is our intention to provide all three services using two vehicles. The current flow monitoring van which is a 2000 model will not be replaced when it reaches it's service life, so the total complement of vehicles in the Engineering Division will be reduced by one.

It is recommended that Council approve that the Engineering Department retain the services of an engineering consultant to design and tender a building addition for the test lab with costs to come from the engineering vehicle reserve.

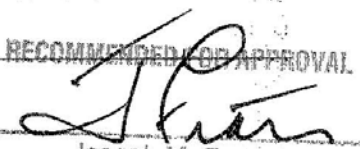
Respectfully submitted,


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

Recommended for approval,


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(s)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

May 31, 2010

Mayor John Rowswell
Members of City Council

Re: Solid Waste Disposal - Environmental Assessment

For Council's information, attached is a report from AECOM regarding the Solid Waste Disposal Environmental Assessment.

A Public Information Centre is scheduled for Thursday, June 3rd from 3:30 – 7:30 p.m. Council in the Thompson Room and the general public are encouraged to attend.

Respectfully submitted,

Recommended for Approval:

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

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

May 25, 2010

Susan Hamilton Beach
City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Dear Mrs. Hamilton Beach:

Project No: 60117627

**Regarding: Solid Waste Disposal Environmental Assessment (EA)
Report to Council – May 31, 2010**

Late in 2009, the City of Sault Ste. Marie endorsed a contract with The Elementa Group (Elementa) for the supply of at least 12,500 metric tonnes of municipal solid waste for a minimum period of 10 years. The contract is significant in that it will assist the City in managing its problem of diminishing solid waste disposal capacity. The City welcomes the Elementa technology to Sault Ste. Marie and wishes them well. The proposed plant will have a maximum capacity of 35,000 tonnes per year and will likely accept waste from outside of Sault Ste. Marie.

The Elementa Plant will be unable to accept all waste currently being landfilled at the Fifth Line site. The City is currently managing approximately 60,000 to 70,000 tonnes per year (inclusive of contaminated soil and sewage sludge). Furthermore the Elementa process will generate some residual waste that will require landfilling. The City recognizes that with any new waste management technology, in its infancy, there are risks associated with its implementation. The City intends to mitigate these risks by ensuring an alternative means is available for the disposal of residual waste. The City is moving forward with its Solid Waste Disposal Environmental Assessment to ensure provisions are in place to manage any residual waste that is not diverted, or processed by Elementa.

We have reached a milestone in our Solid Waste Disposal Environmental Assessment. The results of the Environmental Assessment work completed to date suggest that landfill remains the most appropriate disposal option for the City's residual waste. Landfills can be designed and operated to comply with regulations and policies; landfill gas can be collected and recovered to generate electricity; landfills can manage the entire residual waste stream, are flexible to changes in waste quality and quantities, and is cost effective. The flexibility of landfilling is particularly important to Sault Ste. Marie given the waste supply agreement that has been endorsed. An operating landfill site will ensure disposal capacity is available in the event that the implementation of the Elementa technology is delayed or fails to meet intended targets.

We will be conducting a Public Information Centre on June 3, 2010 at the Civic Centre to provide stakeholders and the public with an opportunity to discuss the project progress and have their questions or concerns addressed. Further details regarding the Public Information Centre and EA are included in the attached Newsletter.

Given that there has been a significant history to the waste management planning work we have summarized, in tabular format, the key activities and accomplishments that have been completed over the last decade.

Description	Date
A comprehensive Waste Management Planning Study was initiated by the City of Sault Ste. Marie. The intent of the study was to provide the City with direction on all aspects of its solid waste management programs for the next 25 to 40 years. The study included four phases: • Identification of the preferred waste diversion system • Identification of the preferred waste disposal system • Development of a business and implementation plan and • Preparation of an Environmental Assessment Terms of Reference The study was largely initiated to address the low waste diversion rate and the diminishing waste disposal capacity at the City landfill on Fifth Line. A series of reports were generated which are described below.	Summer 2000
Current Waste Management System Summary Report – The study inventoried and summarized current waste management programs including costs and revenues. This report provided a starting point for the waste management planning study and highlighted the need to improve upon the 9% residential waste diversion rate.	September 2000
Comprehensive Residential Waste Composition Report – This study collected, separated and categorized wastes setout curbside in a portion of the City. This study provided a basis for identifying the types and quantities of recyclables that are included in the municipal waste stream and the level of diversion that could potentially be achieved.	March 2001
Organic Waste Diversion Report – This study inventoried residential, industrial, commercial and institutional organic waste quantities and types and identified management options. Organic wastes represent a significant proportion of the waste stream that could potentially be processed and diverted.	April 2001
Alternative Waste Diversion/Collection Systems Report – Used the data	June 2001

Description	Date
collected in the three foregoing studies to identify alternative waste diversion programs and the quantities that could potentially be diverted. Council endorsed an aggressive waste diversion strategy following the release of this report.	
An RFP was issued for enhanced curbside recyclables collection. A contract was awarded that included incentives to encourage the Contractor to promote the program.	Summer 2002
Waste Collection and Disposal Alternatives Report – a study was completed to explore alternatives for the disposal of residual solid waste. The study included public input and was completed to focus the future Environmental Assessment work on the most practical alternatives that were also supported by stakeholders and the general public.	July 2002
Co-composting Pilot Study - City initiates a study to investigate the feasibility of composting various types of organic feedstocks including municipal biosolids (sewage sludge), leaf and yard waste, and kitchen wastes. The intent of the study was to look at the feasibility of improving cost efficiencies by processing a variety of organic feedstocks concurrently.	Summer 2002 – report completed in February, 2004
Business and Implementation Plan – The study was completed to identify the costs of the existing and proposed waste management programs and explore strategies to recover those costs (bag limits, bag fees, increased tipping and gate fees) – Council endorsed the proposed fee structure in July 2003.	February 2003
DRAFT "Focused" Terms of Reference – this document was prepared to outline the steps to be taken in completing a "focused" environmental assessment that would examine the environmental impacts associated with landfill mining/expansion. Public consultation was completed on this document.	June 2003
As a result of a court decision the Ministry of the Environment issued a letter to the City indicating that the MOE no longer has the authority to approve "Focused" Terms of Reference.	September 2003
City meets with the MOE to discuss options regarding the Terms of Reference document that has already been prepared and decides to revise it to reflect a full Environmental Assessment in lieu of a "focused" EA. (ie. the EA must consider all reasonable alternatives rather than focusing on landfill	December 2003

Description	Date
mining and expansion).	
Revise and submit a Terms of Reference to the MOE for approval. Approval is granted in September 2005.	July 2005
City proceeds with significant enhancements to Multi-residential recyclables collection.	Over several years
Collection of leaf and yard wastes is expanded from three collections in the fall to bi-weekly collections throughout the growing season. The feedstock is composted at the City landfill and the processed materials are incorporated into City projects.	2005
AECOM/Dillon selected by the City to undertake an EA – work is initiated to identify and evaluate functionally different ways of managing waste.	Summer 2006
Public and First Nations input is solicited on the alternatives being considered. The input received is incorporated into the evaluation.	Summer 2007
The Elementa Group (formerly Enquest Power) initiates a steam reformation pilot project (ie. maximum capacity of 3 tonnes/day) to demonstrate the capabilities of their technology.	2007
Elementa requests background information regarding the EA to allow them to comment on the work completed to date. Some First Nations communities also request additional time for comment. City decides to allow additional time for this public input.	Fall 2007
Elementa proceeds with the construction and operation of a steam reformation pilot plant which is intended to convert solid municipal waste into a char and syngas that can be used to produce electricity. Council requests that Elementa be given more time to allow their project to mature. Over a three year period (2007-2009) the pilot plant processes limited quantities of MSW and the syngas is burned in a flare. Environmental testing is completed and meets MOE requirements.	2007 - 2009
A waste supply agreement is endorsed by Elementa and the City. The City commits a minimum 12,500 tonnes per year of municipal solid waste for a minimum period of ten years. The delivery of waste to Elementa is	Late 2009

5(s)

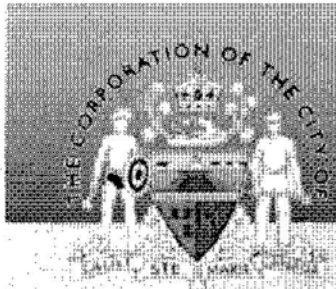
Description	Date
scheduled to commence in April 2011.	
Elementa proceeds with an environmental assessment screening process to facilitate the construction of a new 35,000 tonne per year steam reformation plant on a Greenfield site on Woodpark Court. Construction is to be initiated in the summer of 2010.	2010
It is recognized that the Elementa technology is in its infancy and there are some risks associated with its implementation. Furthermore it will be unable to process the entire waste stream once it reaches its full capability (ie. approximately 60,000 to 70,000 tonnes are landfilled each year and the Elementa facility will have a capacity of 35,000 tonnes per year). The processing will also generate some wastes that will have to be landfilled. The City moves forward with its Waste Disposal Environmental Assessment to address the diminishing waste disposal capacity at the City landfill. A prudent approach is adopted in establishing the quantities of waste that will have to be managed in the future. Waste quantity projections are developed which reflect the entire residual waste stream.	2010
The City plans to conduct a Public Information Centre to announce the preferred waste management alternative; increased waste diversion and landfilling of residual waste.	June 3, 2010

Sincerely,
AECOM Canada Ltd.



Rick Talvitie, P.Eng.
Branch Manager
rick.talvitie@aecom.com

RT:ta
Encl.



SOLID WASTE DISPOSAL

ENVIRONMENTAL ASSESSMENT

5(s)

Newsletter No.2, May 2010

BACKGROUND

The City of Sault Ste. Marie is undertaking an Environmental Assessment (EA) Study to determine the preferred method for managing its residual municipal solid waste. In the evaluation of "Alternatives To the Undertaking", a thorough review of different waste management alternatives including increased waste diversion, incineration/high heat processes, landfill, export waste outside the service area, and "do-nothing" was completed. To identify a preferred waste management method, the alternatives were comparatively evaluated using the following seven criteria:

1. Compliance with current regulations and policies;
2. Environmental acceptability;
3. The ability of the City of Sault Ste. Marie to implement the preferred alternative;
4. Flexibility of the system;
5. Capability of managing waste quality and quantity;
6. Proven technical capacity; and
7. Cost.

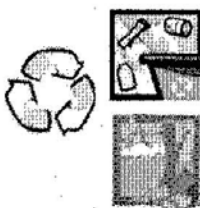
Workshops and an Open House were held in the late spring of 2007 to present the waste management alternatives being considered. The input received was incorporated into the evaluation and the preferred waste management alternative for the City has been identified as **increased waste diversion and landfilling of the residual waste.**

DIVERSION UPDATE

The residential waste diversion program diverted approximately 34% of residential waste from the landfill in 2009. This shows consistent progress when compared to the 9% diverted in 2000! The City of

Sault Ste. Marie's waste diversion program currently includes weekly curbside collection and recycling of paper products in the yellow box and containers in the blue box; bi-weekly collection and composting of leaf and yard waste throughout the growing season (April through November); a household special waste facility at 115 Industrial Park Crescent; landfill bans and segregation and recycling of metals, white goods, tires, and clean wood and brush at the landfill at 402 Fifth Line East. Since 2006, the City has limited residential waste setout to 2 bags/containers per week per household. Tags for additional waste bags or containers must be purchased. The City diversion programs are also supplemented by diversion initiatives undertaken by the private sector and special interest groups.

The City is also currently assessing the feasibility of diverting municipal biosolids (sewage sludge) from disposal.



PUBLIC INFORMATION CENTRE

A Public Information Centre is being held to provide an opportunity for you to discuss the project progress and have your questions or concerns addressed.

Date: Thursday, June 3, 2010

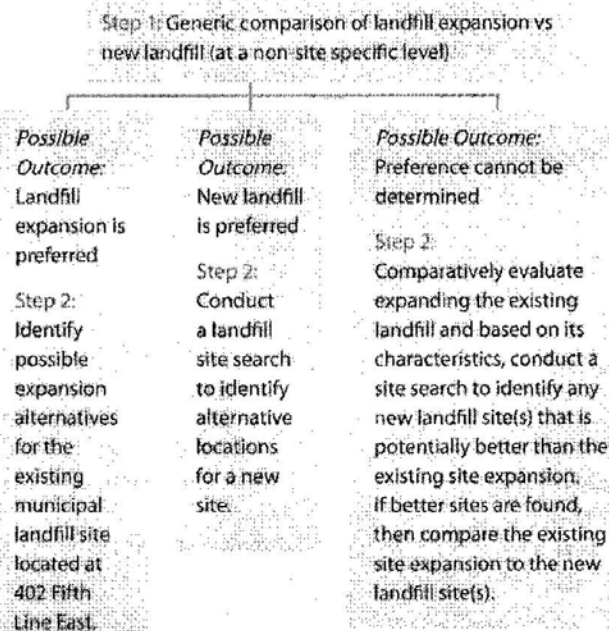
Location: Thompson Room
Civic Centre, 99 Foster Drive

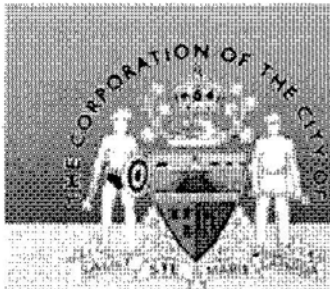
Time: 3:30 pm to 7:30 pm

WHAT'S NEXT?

The results of the Environmental Assessment work completed to date suggest that landfill remains the most appropriate disposal option for the City's residual waste. Landfills can be designed and operated to comply with regulations and policies, landfill gas can be collected and recovered to generate electricity, landfills can manage the entire residual waste stream, are flexible to changes in waste quality and quantities and are cost effective.

Following the "Alternatives To" evaluation, the next step in the EA process for a landfill facility is the identification and evaluation of "Alternative Methods" of landfilling. This can include both alternative locations and alternative designs as illustrated in the flow chart below. We will be looking for public input on landfill options in the Fall of 2010.





SOLID WASTE DISPOSAL ENVIRONMENTAL ASSESSMENT

Newsletter No.2, May 2010

ABOUT THE ENVIRONMENTAL ASSESSMENT (EA) PROCESS

The Environmental Assessment for disposal capacity includes three key phases. The first phase was completed with the submission and approval of the EA Terms of Reference. We are currently working within the second phase: the Environmental Assessment Study itself. The last phase is submission of the EA documentation to the Ministry of the Environment and the subsequent government and public review and approval period. It is anticipated that the whole process will take until late 2012.

In September 2005 the Minister of the Environment approved the Environmental Assessment Terms of Reference (EA TOR) for the Sault Ste. Marie Solid Waste Management Plan. The EA TOR documents the process that will be followed to determine the preferred method for managing solid waste in Sault Ste. Marie for the next 20 to 40 years. In addition to the disposal EA, the Sault Ste. Marie Solid Waste Management Plan includes a significant diversion component.

Keep up-to-date on the EA Study at the City of Sault Ste. Marie's website: http://www.city.sault-ste-marie.on.ca/Open_Page.aspx?ID=639&deptid=1

ELEMENTA ENERGY-FROM-WASTE FACILITY

In 2007, an energy-from-waste (EFW) developer known as The Elementa Group (Elementa) constructed a pilot steam reformation plant that would convert municipal solid waste into a char and synthetic gas (or "syngas") that can be used to generate electricity.

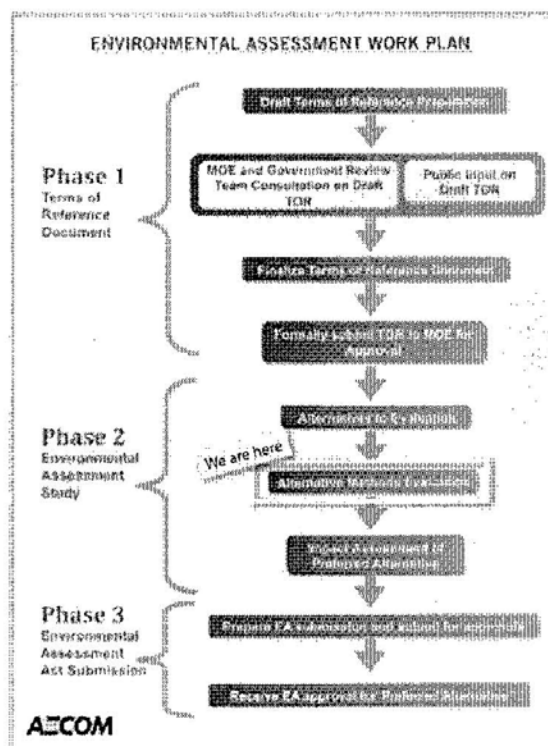
The City has entered into a contract with Elementa for the annual processing of 12,500 metric tonnes of municipal solid waste. Elementa intends to construct and operate a new 35,000 tonne-per-year energy-from-waste (EFW) plant in Sault Ste. Marie. Any waste directed to the EFW facility in the future will reduce the quantity of residual waste requiring disposal.

The City currently disposes about 60,000 tonnes of residual waste each year therefore; the EFW facility will not be able to manage the City's entire waste stream. The City is continuing with the EA study to ensure that the City can process the remainder of residual waste generated.

We look forward to receiving your input during this important study!

If you would prefer to receive future information and notifications via email, please forward your email address to nancy.maahs@aecom.com.

Please include the title "City of SSM Waste Disposal EA" in your message.



CONTACT US

Your input on this project is important to us. If you would like further information or to send comments, ask questions or be added to our mailing list, please contact us:

Mr. Rick Talvitie, P.Eng

Project Manager

AECOM

523 Wellington Street East,
Sault Ste. Marie, ON, P6A 2M4

Phone: 705-942-2612

Fax: 705-942-3642

Email: rick.talvitie@aecom.com

Mrs. Susan Hamilton Beach, P.Eng.

Land Development and Environmental Engineer
City of Sault Ste. Marie

P.O. Box 580

99 Foster Drive,

Sault Ste. Marie, ON, P6A 5N1

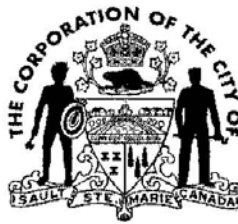
Phone: (705) 759-5385

Fax: (705) 541-7165

Email: s.hamiltonbeach@cityssm.on

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

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May 31, 2010

Mayor John Rowswell
Members of City Council

RE: NEW FEDERAL WASTEWATER REGULATIONS

Background

For Council's information, Environment Canada has recently proposed new wastewater treatment regulations. The regulations were open for public comment for 60 days, until May 19th, 2010.

The City's operator, the PUC, has provided us with comments that the East End Wastewater Treatment Plant should be in compliance and test and report regularly for the compounds included in the new regulation. In order for the West End Wastewater Treatment Plant to comply the testing and reporting regime will have to be enhanced. Proposed spill reporting protocols also seem to be more rigorous. The duplication in policing is often a source of frustration for us. Compliance with the Ministry of Environment and Environment Canada regulations may mean dual reporting and effort. Our understanding is that the details regarding enforcement remain undetermined at this point.

Although upon first review of the draft regulation, we do not anticipate a huge capital investment required for our municipality we do fully expect operational costs to be increased in order to comply. Elsewhere on Council's agenda is a report regarding the Pre-Engineering Study for the West End Plant. This upgrade study will certainly address all compliance regulations known to-date and attempt to ensure compliance with potential future legislation.

FCM has initiated an effort to unite municipalities regardless of the anticipated expenditure to address this regulation. The Engineering Division supports the resolution put forward by FCM and encourages Council to approve and support FCM's effort in working with Environment Canada to ensure from a technical standpoint and cost perspective the new regulation is fair. A draft letter has also been prepared by FCM which may be forwarded to MP's and the Federal Environment Minister.

Recommendation

The Engineering and Planning Department recommends that FCM's effort be supported by the City of Sault Ste. Marie and that the attached resolution be approved and the attached letter be forwarded to Mr. Tony Martin and the Federal Environment Minister.

Respectfully submitted,

Recommended for Approval:

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

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

Joseph M. Frakes
Chief Administrative Officer

DRAFT TEMPLATE

Mr. Randall Meades
Director General
Public and Resources Sectors Directorate
Environment Canada
351 Saint-Joseph Boulevard, 13th Floor
Gatineau, Quebec
K1A 0H3

RE: CANADA GAZETTE, PART I, Vol. 144, No. 12 — March 20, 2010
WASTEWATER SYSTEMS EFFLUENT REGULATIONS

Dear Mr. Meades:

I am writing to comment on the recently introduced national regulations related to the treatment of wastewater effluent. While we welcome and support the intent of the regulations, we are deeply concerned by their impact on municipal finances and most importantly on property taxpayers.

Because of the complexity of the regulations and the statutory time constraints, we will focus our comments on two principal issues: funding and consultation.

From a municipal perspective, the main problem with the proposed regulations is that they appear to have been developed largely as a theoretical exercise, characterized by underestimated implementation costs and hypothetical funding strategies.

The reality is that these regulations, if implemented without due consideration to appropriate funding mechanisms, will add billions to an already unmanageable national infrastructure backlog.

A 2007 Federation of Canadian Municipalities (FCM) study set the national municipal infrastructure deficit at \$123 billion. The study also probed deeper, revealing “sub-deficits” in various classes of infrastructure, with water and wastewater systems needing \$31 billion, even before these new regulations.

The cost estimates provided in the Regulatory Impact Analysis Statement (RIAS) suggest that upgrading to meet the regulations would cost approximately \$6 billion. This appears to be a gross underestimation of real costs. Recent media reports suggest that, taken together, just a handful of projects in communities across the country will surpass that amount.

Yet, Minister Prentice’s March 19 announcement of the regulations did not include any new cost-sharing program or plan to assist municipalities and property taxpayers.

On the contrary, the minister suggested that the federal government would be supporting upgrades through its existing Green Infrastructure Fund and Building Canada Fund. However, heavy draws have been made on both to pay for infrastructure projects as part

of the government's Economic Action Plan. Both funds are now virtually fully committed. So where will the money come from to upgrade thousands of municipal wastewater systems?

Unless a new funding mechanism is developed, the answer is: from the pockets of our property taxpayers.

Our second comment relates to the consultation process.

Despite seven years of discussion by the Canadian Council of Ministers of the Environment, and another three years of study by Environment Canada, the proposed regulations fail to address fundamental issues. They severely underestimate the true cost of upgrading wastewater systems to meet the new standards, and contain no cost-shared funding strategy. There are also important questions to answer about the technical requirements of the regulations, how performance will be monitored, and how smaller urban and rural communities, without the staff resources to implement the regulations, will comply.

While we understand the normal Canada Gazette process, it is important to note that the 60-day comment period has not allowed for a complete discussion of these issues or the development of any intergovernmental strategy to address them.

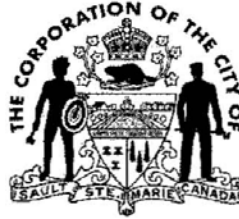
In conclusion, we urge the Minister of the Environment to develop an appropriate cost-sharing plan to support implementation of these regulations in a manner that doesn't unfairly shift the full burden to property taxpayers; and, as a first step, he commit to consult and work in partnership with municipalities to establish a thorough and objective estimation of the front-line costs of meeting the regulations and to resolve outstanding technical and implementation issues.

Respectfully submitted,

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Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

May 31, 2010

Mayor John Rowswell
Members of City Council

**RE: Sault Ste. Marie West End Wastewater Treatment Plant Upgrades
Pre-Engineering Study**

Background

On 2010 03 08 Council was presented with a report for their information regarding the Sanitary Sewer Surcharge Budget for 2010. This report indicated that a call for proposals had been issued for the Pre-Engineering Study for the West End drainage area, treatment plant and associated pump stations.

Five local firms were provided the terms of reference for the study and were invited to submit a proposal for engineering services. These were:

1. **AECOM Canada Ltd.**
2. **GENIVAR**
3. **Kresin Engineering Corporation**
4. **M. R. Wright and Associates; and**
5. **STEM Engineering.**

Three proposals were received from the following companies/project teams:

1. **AECOM Canada Ltd.**
2. **GENIVAR; and**
3. **Kresin Engineering Corporation and Hatch Mott MacDonald.**

Personnel from the Engineering and Planning Department and the Public Utilities Commission wastewater treatment operations staff evaluated all of the submissions. The evaluation process determined that AECOM Canada Ltd. should be retained to provide the services required.

The Engineering and Planning Department, therefore, recommends that AECOM Canada Ltd. be retained to carry out the pre-engineering study for the City of Sault Ste. Marie. If Council supports this recommendation, the By-law authorizing execution of the appropriate engineering agreement will be presented at a later date. The agreement will stipulate an upset limit of \$280,000 as indicated in the proposal. This upset limit includes an allowance for a Class B EA effort for standby power and a limited inspection of the outfall pipe. Through consultation with Bill Freiburger, Commissioner of Finance and Treasurer, the sanitary sewer

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surcharge budget includes \$250,000 for this study to-date (2009-2010). It is not likely the full amount of the study will be spent in this calendar year, and the additional funds may be allotted for its completion in 2011.

Recommendation:

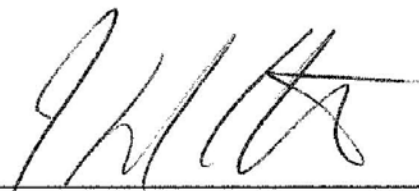
The Engineering and Planning Department recommends that Council approve the retention of AECOM Canada Ltd. to complete the study with an upset limit of \$280,000. coming from the sanitary sewer surcharge budget.

Respectfully submitted,

Recommended for Approval:



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



Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning
Department

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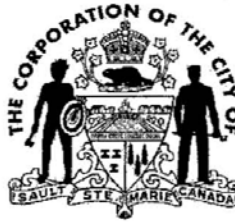
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RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



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ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 05 31
Our File: Contract 2010-3E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2010-3E
RECONSTRUCTION OF SOUTH MARKET STREET – BOUNDARY ROAD TO CHAMBERS
AVENUE**

Tenders received for Contract 2010-3E were opened at a public meeting Thursday, May 20, 2010 in the Plummer Room of the Civic Centre. Present at the opening was Councillor Steve Butland as well as City staff and contractor representatives.

A total of six (6) tenders were received. All tenders submitted were found to be complete and are summarized on the attached sheet. The low tender of **\$1,394,773.35** was received from 1531161 Ontario Inc. O/A Boyer Construction. This is well below the City budget allocation of \$1,710,000 for this project. Accordingly, we recommend Contract 2010-3E be awarded to 1531161 Ontario Inc. O/A Boyer Construction.

By-law **2010-107** authorizing execution of the Contract and By-law **2010-108** authorizing a road closure of South Market (Boundary Road to Chambers Avenue) from June 1, 2010 until October 31, 2010, have been placed on the Agenda for your consideration.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al
attachment

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Friesi
Chief Administrative Officer



2010 05 31

Our File: Contract 2010-3E

CONTRACT 2010-3E**RECONSTRUCTION OF SOUTH MARKET STREET
BOUNDARY ROAD TO CHAMBERS AVENUE****LIST OF BIDDERS**

CONTRACTOR	TOTAL BID PRICE
1531161 Ontario Inc. O/A Boyer Construction	\$1,394,773.35
Avery Construction Limited	\$1,410,466.55
R.M. Belanger Limited	\$1,421,087.51
Pioneer Construction Inc.	\$1,442,122.20
Elwood Robinson Limited	\$1,481,109.70
General Construction (SSM) Ltd.	\$1,508,027.21

Jerry D. Dolcetti, RPP
Commissioner

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



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ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

May 31, 2010

Mayor John Rowswell
Members of City Council

**RE: Sault Ste. Marie East End Wastewater Treatment Plant
Odour Issue**

Introduction

Council is well aware that the East End Wastewater Treatment Plant has recently undergone a \$54 million upgrade. As a result of that work, the City of Sault Ste. Marie is now home to Ontario's first Biological Nutrient Removal ('BNR') wastewater treatment plant. Since its commissioning in 2006, the concentration of pollutants in the plant effluent has been far below the design and MOE approval limits and has exceeded our expectations.

A nuisance issue that has arisen through the course of the upgrade and subsequent operation is foul odour events. At the request of Councillor Butland and Councillor Caicco, we present this information report as an update for Council and the neighbouring community.

Action

During the construction period, from time to time, there were activities that resulted in foul odour experienced in the neighbouring area. Once the plant was commissioned, foul odour continued to be noticed. The consultant, the contractor, the operator and the City met with the public to discuss this issue during the Summer of 2007. The main component of the action plan at the time, included constructing a cover and stack over the biofilter. That work has since been completed by the contractor in 2008 and 2009. A total of three (3) complaints were received by the City Engineering and Planning Department in 2009 and overall the odour issue seemed to be resolved. However, since early 2010, the number of reported calls to our Department has begun to increase. Ward Councilors have also reported a number of complaints regarding this issue.

Work to correct the problem most recently has included the balancing of the heating and ventilation system in the dewatering building. This work occurred during the week of April 19th, 2010. This effort does not seem to have corrected the problem. The next recommended step is to test the emissions from the stack. The City's consultant (AECOM) is currently acquiring proposals from odour experts that specialize in this type of testing. It is expected the work will cost in the range of \$30,000 to \$40,000 based on past testing with the effort funded by the wastewater capital account. The success or failure of this test will then determine the path of future steps. The operation of the cover and stack needs to be proven in order to eliminate a construction of the biofilter as the issue. There also remains the possibility of a design issue and/or a redesign of the dewatering building. This was the one building which was not reconstructed during the upgrade project and it may be necessary to

make additional retrofits to parts of its HVAC system. There may also be operational changes that can bring about improvements. Each wastewater treatment plant requires an individualized effort for success and our operator (PUC) is making every effort to ensure all aspects of the plant's operation are properly addressed. Industry specialists have and will continue to be utilized in order for the PUC to become fully expertised in BNR plant operation.

We want the neighbouring community and all of Council to be assured that the odour issue is currently a high priority with the Engineering and Planning Department and will be until it is resolved.

A report to Council will be prepared following the odour testing of the stack and cover with a recommended path forward presented at that time.

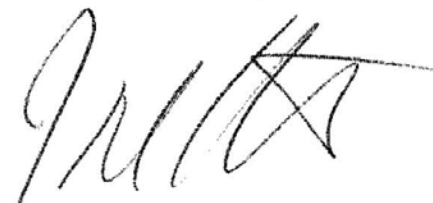
This report is presented for Council's information.

Respectfully submitted,

Recommended for Approval:



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

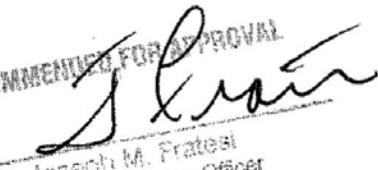


Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning
Department

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RECOMMENDED FOR APPROVAL

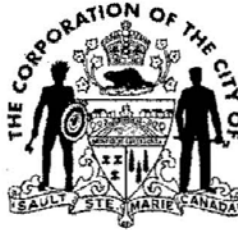


Joseph M. Fratesi
Chief Administrative Officer

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LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. 2005 Tax Sale – Pcl 6

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 05 31

**RE: REQUEST FOR CONVEYANCE OF PROPERTY FOR WHICH THERE WAS
NO SUCCESSFUL BID AT TAX SALE - PROPERTY IN THE AREA OF
FISH HATCHERY ROAD**

PURPOSE

The purpose of this report is to bring to Council's attention a request from Michael and Susie Hanson to have the City convey a certain parcel to the Hansons.

ATTACHMENT

Attached is a copy of a sketch showing the subject property in question.

BACKGROUND

The property shown as the "subject property" on the attached map was in the 2005 tax sale. No bids were received on it. The piece of property is described as unusable in that it is a steep slope off the right of way. It is treed but is not a piece of property upon which anything can be built. The subject property was vested in the name of the City in August of 2009.

The subject property has three residences abutting. There is one property on the east side and the owner of that property is not involved in this issue. The owners to the west are Michael and Susie Hanson. To the west of them are Michel and Denise Lacroix.

As indicated, the property did not sell in the 2005 tax sale. By letter dated 2006 12 08 I wrote to each of the abutting property owners suggesting that they may want to get together to divide up this parcel amongst themselves and for them to contact me. In that letter I advised them that as far as the City was concerned the situation could stay as is.

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

I heard nothing on this until the summer of 2009 at which time Mr. Michael Hanson came into the office and said he wanted to acquire all of the property identified as the subject property. After Mr. Hanson contacted me, as a courtesy I wrote to Mr. and Ms. Lacroix as well as the third property owner advising that I had been contacted by Mr. Hanson and that his request was to have all of the property conveyed to him. At that point Mr. and Ms. Lacroix indicated an interest in the portion of the property abutting their property.

I have talked to the third property owner. He is not interested in any of the subject property abutting his property. His property abuts only a very small portion of the subject property.

On March 15th I met with the Lacroix and the Hansons. Also in attendance was the lawyer at that time representing the Lacroix. We had hoped that a compromise could be worked out. There was no compromise to be found.

What Mr. Hanson has asked for now is that the matter be brought to Council. Council's involvement is that since this property was vested in the name of the City after an unsuccessful tax sale, Council has the authority to convey the property to a third party. Mr. and Ms. Hanson have asked that the entire subject property be conveyed to them.

COMMENT

The neighbours are in disagreement as to what should happen with the property. Mr. Lacroix put his sump pump discharge on this subject property after telling the Building Division that he had no way to drain the sump pump on his 1.28 acres.

Both the Hansons and the Lacroix have been advised that this matter will be before Council this evening. Each can explain to Council why they feel that their solution to the dispute should prevail.

Basically, Council has three options as I see it. They are:

1. Do nothing. The property was vested in the name of the City in August of 2009 under the provisions of the *Municipal Act* dealing with unsuccessful tax sales. Doing nothing just leaves the property in the City's name. This might result in the City getting dragged into the dispute if one neighbour claims the other is improperly making use of the City property;
2. Convey the property to Mr. and Ms. Hanson as they are the people who originally expressed an interest in the property; or
3. Convey the property in front of the Hansons to them and the property in front of the Lacroix to them with the understanding that Mr. and Ms. Lacroix are responsible for any survey costs.

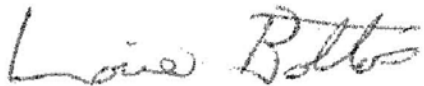
RECOMMENDATION

My recommendation to Council is that the parcel be conveyed to Mr. and Ms. Hanson. It is they who approached the City first to acquire the entire subject property. Mr. and Ms. Lacroix did not make any move to acquire the property abutting theirs until they were advised that Mr. and Ms. Hanson had approached the City.

The concern of the Lacroix regarding their sump pump discharge hose can be addressed by way of an easement reserved in the deed to the Hansons if in fact the sump pump discharge does really have to be on the subject property. As it stands now the access to the three properties in question is reserved by way of a right of way over the subject property and the easement for the sump pump would be no different.

A copy of this report has been made available to the Hansons and the Lacroix.

Respectfully submitted,

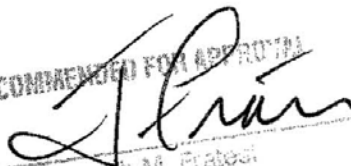


Lorie Bottos
City Solicitor

LAB/dh

Attachment

cc: Mr. Bill Freiburger, Commissioner of Finance & Treasurer
Mr. Peter Liepa, City Tax Collector
Mr. & Ms. Michael Hanson
Mr. & Ms. Michel Lacroix

RECOMMENDED FOR APPROVAL

Joseph M. Prato
Chief Administrative Officer

LINE BETWEEN NORTH AND SOUTH HALF

NW CORNER OF
SE 1/4 OF NE 1/4

1
FIRSTLY

2
FIRSTLY
EASEMENT

T-116627 FIRSTLY
T-128276 SECONDLY
T-115813 SECONDLY

SECONDLY
THIRDLY
THIRDLY

T-116627
T-128276
T-115813

LINE BETWEEN E. & W. HALVES OF SW 1/4 OF NE 1/4

11

3

5

6

7

8

9

10

12

SUBJECT
PROPERTY

RIGHT OF WAY

LACROIX

HANSON

FISH HATCHERY

LINE BETWEEN NE 1/4 AND SE 1/4 SECTION 16

21A

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



5(y)
**LEGAL
DEPARTMENT**

File No. I.1

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2010 05 31

**RE: REPORT TO COUNCIL ON THE RESULTS OF THE PROPOSAL
CALL FOR THE CITY'S INSURANCE PACKAGE STARTING JUNE
1, 2010**

PURPOSE

The purpose of this report is to inform Council on the outcome on the request for proposals issued by the Legal Department for the City's insurance program starting June 1, 2010.

BACKGROUND

For the last five years the City has had its insurance program placed with Frank Cowan Company Limited through local broker Algoma Insurance Brokers Limited. When the City's insurance program was renewed in 2009 one of the recommendations of my report to Council was that for the insurance renewal starting June 1, 2010 the City issue a request for proposal (RFP). I reported further to Council on this by report dated 2010 01 25 at which time Council authorized the issuing of an RFP for the City's insurance program along with a risk management program for the period starting June 1, 2010.

A notice for requests for proposals was advertised by the City in the Sault Star on February 13th and February 20th, 2010 and the City's web page. The Legal Department also contacted any company that had expressed an interest over the years in being informed of any future RFP insurance

proposal call. Eight companies requested a copy of the RFP. The RFP was issued on February 16, 2010 with proposals to be submitted on the due date of April 1, 2010 with a proposed selection date of May 10, 2010.

Four submissions were received. The submissions were from Frank Cowan Company Limited (Cowan), Jardine Lloyd Thompson Canada Inc. (Jardine), Ontario Municipal Insurance Exchange (OMEX – a reciprocal made up of members who pay a levy) and Travelers Insurance through its broker Firstbrook Cassie.

The City's insurance coverage was with Cowan from about 1987 to 2000. From 2000 to 2004 it was with St. Paul's Insurance (which is now Travelers – St. Paul's). For the 2004 – 2005 insurance period it was with a company called ACE Insurance.

Cowan has provided excellent service to the City over all the years of association. Its expertise is with municipal insurance but it does insure school boards, hospitals and health units. Jardine is also in the municipal insurance business. Until now Jardine has dealt mainly with smaller municipalities but now is expanding into larger municipalities.

COMMENT

Below is a summary of the submissions. All these prices are before tax. The quotes are as follows:

Jardine	\$1,016,768
Cowan	\$1,209,989
Travelers	\$1,376,485
OMEX	\$1,650,829

In the case of OMEX, it submitted a premium for a 19 month period. The 12 month premium shown above is for comparison purposes only.

Both the Cowan submission and the Jardine submission came through the same local broker, Algoma Insurance. Algoma is the local representative for both those companies. Obviously the Jardine bid is the lowest by \$193,221 when compared to the Cowan bid. For comparison purposes the premium the City paid for 2009 – 2010 to Cowan is \$1,143,615 plus tax. The Cowan bid shown above represents a 5.8% change from the expiring policy.

There are important coverage differences that I need to point out to Council. Cowan's liability limit is \$20 million while Jardine's liability limit is \$25 million.

In terms of coverage for abuse, Cowan covers to the policy limit of \$20 million while Jardine has a limit of \$250,000 for every claim and an annual aggregate of \$500,000 for all claims. That means that in any one year Jardine will only pay up to the \$500,000 no matter how many claims are filed in that year.

Another important limitation on the Jardine abuse coverage is that it has a retroactive date of June 1, 2010. That means that Jardine will not cover an abuse claim that occurred before it takes over coverage. It is important to note that if the City does switch to Jardine, Cowan would not cover any abuse claims submitted after Cowan ceases to be the City's insurer. That is because Cowan's coverage is on a claims made basis. It covers claims made during the period that Cowan is on risk. Therefore for abuse claims that might arise over the next few years but date back before June 1, 2010 in effect the City would not have any coverage for those claims. This is an important consideration because often abuse claims do not arise until years after the incidents were said to have occurred.

In the case of environmental liability once again Jardine has a retroactive date of June 1, 2010 meaning it would not cover claims for environmental liability that arose prior to that date. Also Cowan has a \$1 million limit coverage per claim with a \$2 million annual aggregate. For Jardine it is a \$2 million limit of coverage with a \$5 million annual coverage.

In the case of marina liability Cowan provides coverage to the full policy limit of \$20 million for pleasure craft while Jardine covers \$100,000 per pleasure craft to a total of \$1 million. Neither policy covers damage to a cruise ship docking at Roberta Bondar marina. We may want to look into that coverage.

It certainly is difficult to pass up a saving of \$193,221. However what concerns me is the lack of coverage for abuse and for environmental claims prior to June 1 of this year. The costs of defending such claims are often very high.

RECOMMENDATION

If not for the retroactive date limitations in the Jardine submission, certainly I would be recommending Jardine. However I feel I have to recommend Cowan because of the retroactive date limitations. The other differences in

the coverage are minor and I could live with them. However I think the City would be at risk in those two areas. Also Cowan has expertise in the municipal area developed over many years of commitment to public sector insurance.

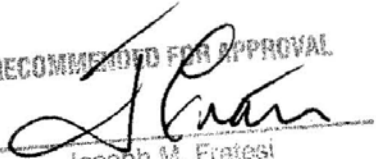
Respectfully submitted,



Lorie Bottos
City Solicitor

LAB/on

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. 2007 Tax Sale – Pcl 1

REPORT TO: Mayor John Rowsell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 05 31

**Re: Condition of 874 Queen Street East (former Eastgate Hotel)
Unsuccessful Tax Sale – Vest in the name of the City
and then demolish**

PURPOSE

The purpose of this report is to recommend to Council the City vesting 874 Queen Street East in the City's name and then retaining a contractor to demolish this large building. The building in question is the former Eastgate Hotel located on the north side of Queen Street between Church and Pim Streets.

BACKGROUND

The City retained the services of Regent Property Management to try and sell the property at 874 Queen Street East after no bids were received for the property at a tax sale. The Municipal Act allows the municipality to vest (become the owner) of a property that was not sold at a tax sale. Only one bid was received for 874 Queen Street East when Regent put the property on the market. That bid was in the amount of \$5,000. It was thought that the offer was too low.

COMMENT

The building is an eyesore on the fringes of the downtown area. I spoke to Steve McGuire of Regent Property Management to see if, in his opinion, putting it on the market once again would draw any more interest than the one bid from last time. Steve does not think so. He says over the last few months the building has continued to deteriorate. There is interior water damage from the building being exposed to the elements.

Steve said he was contacted during the week of April 19th by a person who expressed an interest in buying the building and property for about \$10,000. The intended use is cold storage. I do not think that this use would enhance the look of the building.

Steve McGuire inquired as to the cost of demolishing the building. He has been given a ball park figure of \$250,000 to demolish the building. That figure includes tipping fees. Special precautions would have to be taken with a large, old building in the downtown area. Also, the City has to retain the services of a contractor who has a collective agreement with labourers and carpenters union.

After the building is demolished we would be left with a vacant lot. The site is zoned C-2, Central Commercial Zone. The reason obviously there is no interest in someone in the private sector acquiring this site is the cost of demolition.

In discussing this with Bill Freiburger it appears the City has the following options:

1. In the unlikely event that there is someone out there who might purchase the building, ask Steve McGuire once more to sell the building "as is"; or
2. The City vest the property in the City's name, retain the services of a contractor through the Purchasing Division to demolish the building and then have the City recover some of its costs through selling the vacant piece of property. The cost for the demolition would come from the Property Purchases Reserve Fund. The cost would amount to roughly one-quarter of that account being depleted.

RECOMMENDATION

My recommendation is that staff be instructed to pursue the second option, that is vesting the property and demolishing the building. This is a difficult recommendation to make given the net cost to the City. However, I think the first option will just be delaying the inevitable. There is no realistic expectation that a purchaser could refurbish the building.

Respectfully submitted,



Lorie Bottos
City Solicitor



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

LAB/dh

cc: Mr. Bill Freiburger, Commissioner of Finance & Treasurer
Mr. Peter Liepa, City Tax Collector

5(aa)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR



LEGAL
DEPARTMENT

File No. L-336

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2010 05 31

SUBJECT: LEASE - PORTION OF 795 BAY STREET FROM SUNCOR
ENERGY INC. FOR THE HUB TRAIL

1. **PURPOSE**

The purpose of this report is to seek Council's approval to lease a 10 metre strip of land along the frontage of 795 Bay Street for the hub trail from Suncor Energy Inc..

2. **BACKGROUND**

Suncor Energy Inc. has agreed to lease a 10 metre strip of land to be used for the hub trail. The lease is for a term of twenty years and the rent is as follows:

June 1, 2010 – May 31, 2015: \$5,400 per year (\$450.00 per month)
June 1, 2015 – May 31, 2020: \$6,000 per year (\$500.00 per month)
June 1, 2020 – May 31, 2025: \$6,600 per year (\$550.00 per month)
June 1, 2025 – May 31, 2030: \$7,300 per year (\$608.33 per month)

The lease also provides that the City pay a monthly fee of \$150.00 plus rental taxes which represents a monthly contribution towards the property taxes.

The property that is the subject of this lease is shown on the schedule attached to the lease. Both Don McConnell and I tried to get Suncor to agree to sell the land to the City but Suncor was not interested in selling the property. Mr. Paul Swire of that company advised it would only lease. As it is, even with the lease, Suncor has escape clauses in the lease that allow it to cancel the lease if the site is developed.

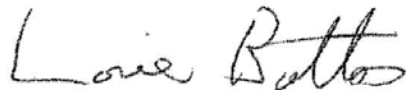
The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405
www.cityssm.on.ca

5(aa)

3. **RECOMMENDATION**

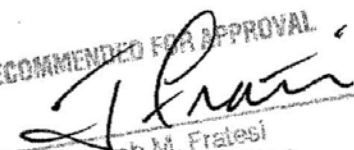
The lease, which is attached to and forms part of By-law 2010-104, appears elsewhere on your agenda and is recommended for approval.

Yours truly,



L. A. Bottos
City Solicitor
/sd

c.c. Don McConnell, Planning Director

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Mr. Don Scott
Transit Manager



5(b6)
Public Works and Transportation
Department
Transit Division

2010 05 31

Mayor John Rowswell &
Members of City Council
Civic Centre

**RE: FUNDING FROM THE "TRANSIT GARAGE IMPROVEMENT RESERVE" TO
RENOVATE AND UPDATE THE PARTS AND INVENTORY ROOM AT TRANSIT
SERVICES, 111 HURON ST.**

BACKGROUND

The existing parts and inventory room in the Transit Services building at 111 Huron St. has not changed since the building was originally completed in 1982. The existing parts and inventory room contains the original shelving system that, at the time, accommodated the division's storage needs.

The introduction of low floor technology for buses in the 1990's created a situation that would see many of the required repair parts and accessories only available from off shore suppliers, which then created the need to maintain an inventory of parts and accessories required for the timely repair of buses. Required repair parts were not always readily available and delivery time could be months. As a result, over the last decade, the current shelving system and square footage of the inventory room is inadequate for the division's inventory needs and requires updating.

DISCUSSION

During the last couple of years, staff at PWT has completely updated their parts room with new lighting, shelving and a bar code system to identify each item in inventory. Staff can now efficiently search for required parts and easily track existing inventory for year end audits.

The Transit Services Division is currently working with staff from PWT to inventory all of our existing parts in preparation to link each repair part to a bar code in order to organize all inventories into a combination of existing and new shelving systems. The existing parts and inventory room will be expanded by 200 sq. ft. and outfitted with the installation of new lighting.

COSTS

The estimated costs (taxes included) for the project are as follows:

Construction \$19,210.00: carpentry crew labour, man door, rollup door, concrete blocks/mortar, electrical & lighting.

New Equipment \$25,990.00: Steel Shelving units, (4) spider shelving units, drawer shelves, tire trolley (2), bar code printer/scanner c/w labels and ribbon)

FUNDING

It is recommended that the funding for this project be taken from the "Transit Garage Improvement Reserve" as these funds will directed as they were originally intended. The Finance Department agrees with this request as these dollars have not been committed elsewhere. The current reserve is \$60,634.

RECOMMENDATION

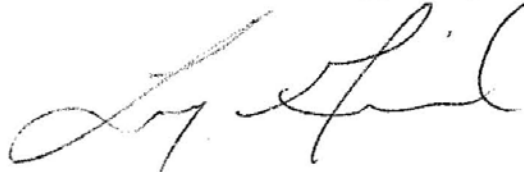
It is recommended that Council approve the allocation of \$ 45,200.00 from the "Transit Garage Improvement Reserve" to renovate and update the parts and inventory room at Transit Services, 111 Huron St.

Respectively submitted,

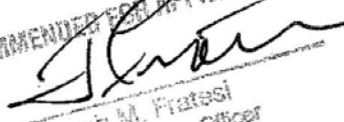


Don Scott
Transit Manager
Public Works and Transportation

Recommended for approval,



Larry Girardi
Deputy Commissioner
Public Works and Transportation

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(cc)

Mike Blanchard
Manager
Equipment & Building



Public Works &
Transportation Department

2010 05 31

Mayor J. Rowswell
And Members of City Council
Civic Centre

RE: PUBLIC WORKS EQUIPMENT NEEDS – 2010

On an annual basis, the Public Works Department brings to Council, a proposed list of equipment, purchases and trade-ins for the upcoming year as part of our fleet management program. This year's list is attached, as well as a detailed Budget Detail Estimate for each piece of equipment, and the Procedure used in Equipment Selection.

As noted, these capital purchases are coming from the following reserve accounts:

Reserve Account	Estimated Reserve Available
Public Works & Transportation Equipment Reserve	\$2,181,883.23
Landfill Reserve	\$5,424,966.41
Cemeteries Reserve	\$1,384,721.00

We request approval at this time to prepare specifications and to tender for the various pieces listed. The results of each tender will be brought back to Council for approval, as tenders are called.

Respectfully submitted,

M. Blanchard, Manager
Equipment & Buildings

Recommended for approval,

J.M. Elliott, P. Eng.
Commissioner
Public Works & Transportation

The Corporation of the City of Sault Ste. Marie
Public Works and Transportation Department
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5207 ~ Fax: (705) 541-7010 www.cityssm.on.ca

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(cc)

Proposed New Equipment List for 2010 (April 23, 2010)					
Public Works (Capital Account 20-425-4012-8261)					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
1	1	Plow Truck with Sander	#232 1997 Freightliner	\$ 10,000.00	\$ 215,000.00
2	1	Six Man Asphalt Truck	#203 1983 Asphalt Truck	\$ 4,500.00	\$ 185,000.00
3	1	7 ton/hour Portable Asphalt Recycler	New		\$ 130,000.00
4	1	Loader Mounted Asphalt Cold Planer	New		\$ 175,000.00
5	1	Front End Loader	New		\$ 210,000.00
6	1	Trackless Style Sidewalk Machine c/w pick up broom, snowblower, sickle	#615 - 1998 Trackless Vehicle	\$ 10,000.00	\$ 170,000.00
7	1	Culvert Steamer	#1083 1983 Culvert Steamer	\$ 500.00	\$ 35,000.00
8	1	Insulated bucket truck	#8 1999 Altech Van/bucket truck	\$ 4,500.00	\$ 90,000.00
9	1	Half Ton Pickup	New		\$ 26,000.00
			Public Works Total:	\$ 29,500.00	\$ 1,236,000.00

Parks (Capital Account 20-425-4012-8261)					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
10	3	Chain Saws/Trimmers	#1295-model 020-year 2002, unit # 1395 – model 360-year 2003, unit # 1257 model hedge trimmer- year 1995	\$ 200.00	\$ 3,600.00
11	2	Rotovators	#1256 and #1252 Rotovators	\$ 150.00	\$ 6,500.00
12	1	Riding Mower (w/Leaf Blower and mower deck)	#658 John Deere 935 Riding Mower	\$ 1,200.00	\$ 28,000.00
13	1	Forestry Chipper	#1402 2004 Vemeer Chipper	\$ 4,000.00	\$ 55,000.00
Parks Total:				\$ 5,550.00	\$ 93,100.00

Total New Equipment Capital Account 20-425-4012-8261:	\$1,329,100.00
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Landfill Tipping Fees Reserves					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
14	1	4x4 Landfill Half Ton Pickup	New		\$ 35,000.00
15	1	Landfill style Vacuum	New		\$ 40,000.00
16	1	Tandem Axle Side Loader Refues Packer	#335 2000 Mack Refuse Packer	\$8,000.00	\$ 270,000.00
			Total Landfill Reserves:	\$8,000.00	\$345,000.00

Cemeteries Reserves					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
17	1	Backhoe (w/construction bucket & cemetery bucket)	#2229 2000 JCB Backhoe	\$ 10,000.00	\$ 130,000.00
18	1	Riding Mower (w/ mower deck)	#2283 1999 Kubota	\$ 1,200.00	\$ 25,000.00
19	1	Tamper	#2229 Wacker Vibratory Rammer	\$ 100.00	\$ 5,000.00
			Total Cemetery Reserves:	\$ 11,300.00	\$ 160,000.00

GRAND TOTAL FOR THIS PROPOSAL FOR 2010:	\$1,834,100.00
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CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Public Works	ACCOUNT NO.:	20-425-4012-8261
ITEM NO.:	1	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	STATUS	
	<u>Replacement</u> YES	<u>New</u>
ONE (1) – PLOW TRUCK C/W WING ANGLE PLOW AND SANDER		
	<u>ESTIMATED COST</u> <u>\$215,000</u>	
1) Replacement: Unit #232 1997 Freightliner Tandem c/w Angle Plow and Wing. Hours: 10,500 + Odometer: 150,000 km+	<u>ESTIMATED TRADE IN</u> <u>VALUE</u> <u>\$10,000</u>	
This unit is not considered cost effective to continue to repair due to its age.		
Plow Trucks are used to clear snow, wing back snow banks and perform winter snow removal. In the summer months, the wing and plow are removed and the truck is used as a dump truck for summer roadway and sewer construction projects. This truck also has a dump box that is used to spread sand on slippery streets and will be updated with Computer Sander controls in keeping with the City's Salt/Sand Management Plan.		

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010 CLASSIFICATION: Public Works ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 2 PREPARED BY: Mike Blanchard DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
ONE (1) – SIX MAN ASPHALT TRUCK WITH INSULATED DUMP BOX		
	<u>ESTIMATED COST</u>	
Replacement - Unit #203 – 1983 International 6 Man with Asphalt Hopper The cab of this unit is in poor shape. The Asphalt Hopper requires extensive welding work. It is not considered cost effective to continue to repair this unit considering its age.	<u>\$185,000</u>	
Hours = 15,000 + Odometer = 340,000 km+	<u>ESTIMATED TRADE IN</u> <u>VALUE</u>	
	<u>\$4,500</u>	
This truck has a six man cab with an insulated dump box, used to transport hot asphalt and crews throughout the City. The purpose of the work is to patch potholes and repair road surfaces. This truck shall be specified with an emulsion tank for sealing of potholes using proper repair procedures.		

5(cc)

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Public Works	ACCOUNT NO.:	20-425-4012-8261
ITEM NO.:	3	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	STATUS	
	<u>Replacement</u>	<u>New YES</u>
ONE (1) 7 TON PORTABLE ASPHALT RECYCLER		
This machine will be an addition to the fleet. It will be used to recycle used asphalt to be utilized to fill potholes when supplier asphalt plants are closed for the season. Use of this machine will result in savings to the Corporation by reheating available stockpile of used asphalt supplies, that then can be used for road repairs. It will also aid in cleaning the environment.	<u>ESTIMATED COST</u> <u>\$130,000</u>	

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ITEM NO.: 4 PREPARED BY: Mike Blanchard DATE: April 26, 2010

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CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Public Works	ACCOUNT NO.:	20-425-4012-8261
ITEM NO.:	5	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	STATUS	
	<u>Replacement</u>	<u>New</u> YES
ONE (1) FRONT END LOADER		
This machine will be an addition to the fleet. It will be used with the Loader Mounted Snow-blower for snow-bank removal during Winter Operations. It will also be used to pile snow in the snow-dumps during the winter season. Use of this machine will result in savings to the Corporation by reducing rental costs for a snow-dump loader. It will be utilized in the summer months for use with the new Asphalt Planer also contained in this year's report. This will assist in the repair of road surfaces in the summer months.		<u>ESTIMATED COST</u> <u>\$210,000</u>

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Public Works	ACCOUNT NO.:	20-425-4012-8261
ITEM NO.:	6	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
ONE (1) – MUNICIPAL SIDEWALK TRACTOR C/W SICKLE, SNOWBLOWER AND PICK UP BROOM ATTACHMENTS		
	<u>ESTIMATED COST</u> <u>\$170,000.00</u>	
Replacement: Unit #615 1999 Trackless Sidewalk Machine Hours: 4000+ Because of the age of the unit and the harsh work it completes it is not considered cost effective to continue to repair this unit.	<u>ESTIMATED TRADE-IN</u> <u>VALUE</u> <u>\$10,000</u>	
This piece of equipment is a key piece currently used by the Public Works Department for sidewalk snow removal and sweeping sand removal. It is also used by Parks for flailing and mower operations in summer months. This machine will also be utilized for maintaining the new Hub Trail system.		

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[illegible]

5(cc)

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Traffic & Communications	ACCOUNT NO.:	20-425-4012-8261
ITEM NO.:	8	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> YES	<u>New</u>
ONE (1) INSULATED AERIAL DEVICE - VAN MOUNTED Replacement: Unit #8 1999 Altech Van/Bucket Truck Odometer: 80,000 km Because of the age of the unit and the corrosion to the chassis and frame, it is not considered cost effective to continue to repair this unit.	<u>ESTIMATED COST</u> <u>\$90,000</u>	
This machine is critical to the daily operation of the Traffic & Communications Division to perform electrical repairs to traffic signals and other electrical repairs that require an aerial device. Because of the dangers associated with use of an Aerial device, it is important this type of equipment is renewed on a regular basis for safety reasons.	<u>ESTIMATED TRADE IN</u> <u>VALUE</u> <u>\$4500</u>	

5(cc)

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010 CLASSIFICATION: Public Works ACCOUNT NO.: 20-245-4012-8261

ITEM NO.: 9 PREPARED BY: Mike Blanchard DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	STATUS	
ONE (1) – ½ TON PICKUP WORK TRUCK	<u>Replacement</u>	<u>New</u> YES
	<u>ESTIMATED COST</u> <u>\$26,000</u>	
Half Ton Pickup Work trucks are used for litter pickup, transporting workers to worksites, carrying tools such as rakes, shovels, picks, lumber, road signs, cones and small engine equipment as well as towing trailers.		

500)

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Parks	ACCOUNT NO.:	20-245-4012-8261
ITEM NO.:	10	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>Yes</u>	<u>New</u>
TWO (2) CHAINSAWS, ONE (1) TRIMMER		
Replacements: Unit #1129 Stihl 020, Unit #1395 Stihl 360, Unit #1257 Stihl Trimmer.	<u>ESTIMATED COST</u> <u>\$3600.00 for all</u>	
These pieces of equipment are small engine devices that are not cost effective to overhaul and repair.		
These are high usage devices used by the Forestry Department and must be in excellent working order for safe working conditions.	<u>ESTIMATED TRADE-IN</u> <u>VALUE</u>	
	<u>\$200 for all</u>	

5(cc)

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010	CLASSIFICATION: Parks	ACCOUNT NO.: 20-245-4012-8261
ITEM NO.: 11	PREPARED BY: Mike Blanchard	DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
TWO (2) ROTOVATORS	<u>Replacement</u> <u>Yes</u>	<u>New</u>
Replacements: Unit #1256 1994 Honda Tiller, Unit #1252 1995 Snapper Rotovator	<u>ESTIMATED COST</u> <u>\$6500.00 for both</u>	
These pieces of equipment are small engine devices that are not cost effective to overhaul and repair.		
These are devices used by the Parks Department for flower bed restoration and garden work.	<u>ESTIMATED TRADE-IN</u> <u>VALUE</u>	
	<u>\$150 for both</u>	

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010 CLASSIFICATION: Parks ACCOUNT NO.: 20-245-4012-8261

ITEM NO.: 12 PREPARED BY: Mike Blanchard DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
ONE (1) – RIDING MOWER		
	<u>ESTIMATED TRADE IN</u> <u>VALUE</u> <u>\$28,000</u>	
Replacement: Unit #658 – 2002 John Deere 935 Riding Mower w/mower deck.		
Hours = 1400+	<u>ESTIMATED TRADE IN</u> <u>VALUE</u> <u>\$1000</u>	
These machines are small diesel engine driven, front mounted mowers used by Students and Parks Employees during the summer months for grass maintenance at various Parks and roadsides. The 935 Model has been discontinued from production. The new unit will come with leaf blower and 60" rear discharge mower deck.		

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010 CLASSIFICATION: Parks ACCOUNT NO.: 20-245-4012-8261
ITEM NO.: 13 PREPARED BY: Mike Blanchard DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> Yes	<u>New</u>
ONE (1) FORESTRY STYLE CHIPPER		
Replacement:	<u>ESTIMATED COST</u>	
Unit #1402 – 2004 Vermeer Chipper	\$55,000	
Hours = +1600	<u>ESTIMATED TRADE-IN VALUE</u>	
This is a severe duty machine used on a daily basis. This machine has had numerous problems including: engine mount repairs, hydraulic valve repairs, engine radiator and shroud repairs, cutter drum repairs, chute repairs. Because of the age of the unit and it's importance to be reliable, it is not recommended and is not cost effective to continue to repair this unit.	\$4000	

5(cc)

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Public Works	ACCOUNT NO.:	Landfill Tipping Fees
ITEM NO.:	14	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	STATUS	
	<u>Replacement</u>	<u>New</u> <u>YES</u>
ONE (1) – 4x4 ½ TON PICKUP WORK TRUCK		
Half Ton Pickup Work trucks are used for litter pickup, transporting workers to worksites, carrying tools such as rakes, shovels, picks, lumber, road signs, cones and small engine equipment . 4x4 half tons are necessary to navigate the rough terrain of the City Landfill.	<u>ESTIMATED COST</u> <u>\$35,000</u>	

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	<u>2010</u>	CLASSIFICATION:	<u>Public Works</u>	ACCOUNT NO.:	<u>Landfill Tipping Fees</u>
ITEM NO.:	<u>15</u>	PREPARED BY:	<u>Mike Blanchard</u>	DATE:	<u>April 26, 2010</u>

<u>DESCRIPTION DETAIL</u>	STATUS	
	<u>Replacement</u>	<u>New</u> YES
ONE (1) Landfill Style Vacuum Machine		
This machine will be an addition to the fleet. It will be used to vacuum loose plastic bags and garbage to clean the landfill environment. Use of this machine will result in savings to the Corporation by reducing labour costs associated with landfill cleaning that is necessary on a regular basis.	<u>ESTIMATED COST</u> <u>\$40,000</u>	

\\citydata\pwt\EquipmentAndBuildings\DivHead\Blanchard 2010\Budgets\Budget Details for Tenders\#15 Budget Detail Estimate -Vacuum Machine.doc

5(cc)

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010	CLASSIFICATION: Landfill	ACCOUNT NO.: Landfill Tipping Fees
ITEM NO.: 16	PREPARED BY: Mike Blanchard	DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>Yes</u>	<u>New</u>
ONE (1) REFUSE TRUCK FOR THE WASTE MANAGEMENT		
	<u>ESTIMATED COST</u> <u>\$270,000</u>	
Replacement: Unit #335 – 2000 Mack Packer	<u>ESTIMATED TRADE IN</u> <u>VALUE</u> <u>\$8,000</u>	
The Packer Body for this unit is in very poor condition due to corrosion caused by refuse. It is not recommended or cost effective to continue to repair this unit because of its age and condition. The Tendered unit will be a side packer design with cart tipper options. There will be options for future expansion of robotic arms to reduce injuries to employees due to sprains and strains associated with lifting refuse into the truck.		

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010	CLASSIFICATION: Cemeteries	ACCOUNT NO.: Cemetery Reserves
ITEM NO.: 17	PREPARED BY: Mike Blanchard	DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>Yes</u>	<u>New</u>
ONE (1) BACKHOE / FRONT END LOADER		
Replacement:		
Unit #2229 – 2000 JCB Tractor w/ Extendahoe and Front End Loader	<u>ESTIMATED COST</u>	
Hours = 8000	<u>\$130,000</u>	
Because of its age and running hours, it is not cost effective to repair or overhaul this unit. It is used to prepare new graves and for construction projects throughout the Cemetery. The new unit will arrive with a construction bucket and a cemetery bucket.	<u>ESTIMATED TRADE-IN</u> <u>VALUE</u> <u>\$10,000</u>	

5000

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR:	2010	CLASSIFICATION:	Cemeteries	ACCOUNT NO.:	Cemetery Reserve
ITEM NO.:	18	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
ONE (1) – RIDING MOWER		
	<u>ESTIMATED COST</u> <u>\$25,000</u>	
	<u>ESTIMATED TRADE IN</u> <u>VALUE</u>	
	<u>\$1200.00 each</u>	
Replacement: Unit #2283 – 1999 Kubota Riding Mower		
Hours = 2360+		
Because of its age and use it is not recommended to continue to repair this unit.		
This machine is a small diesel engine driven, front mounted mower used by Students and Cemetery Employees during the summer months for grass maintenance at various Cemeteries and roadsides.		

CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -

YEAR: 2010	CLASSIFICATION: Cemeteries	ACCOUNT NO.: Cemetery Reserve
ITEM NO.: 19	PREPARED BY: Mike Blanchard	DATE: April 26, 2010

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>Yes</u>	<u>New</u>
ONE (1) TAMPER		
Replacements: Unit #2229 Wacker Vibratory Rammer		
This piece of equipment is a small engine device that is not cost effective to overhaul and repair.		
This device is used by the Cemetery to prepare graves and for construction projects.		
		<u>ESTIMATED COST</u> <u>\$5000.00</u>
		<u>ESTIMATED TRADE-IN</u> <u>VALUE</u>
		<u>\$100</u>

5(cc)

	<u>PROCEDURE MANUAL</u> PROCEDURE NUMBER: Manager 02 SUBJECT: Preparing Budget Detail Estimates to Replace Equipment	SECTION: PAGE: 1 OF 4 DATE: August 21, 2002 REVISION: October 26, 2007
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1.0 PURPOSE:

The purpose of this procedure is to establish procedures for preparing Budget Detail Estimates for preparation of council meetings.

2.0 SCOPE:

Applies to the Manager of Equipment and Buildings at the Public Works and Transportation Centre.

3.0 RESPONSIBILITIES:

Responsibilities include monitoring the performance and costs of equipment throughout the year to determine what equipment is in need of replacing. Also included is compiling and preparing the list of equipment that must be updated annually. Compiling new equipment lists is the responsibility of a committee that includes: the Manager of Equipment, the Commission or Deputy Commissioner of Public Works, Divisional Managers and a Shop Maintenance and Operator Representative.

4.0 EQUIPMENT:

Computer, telephone.

5.0 TRAINING REQUIREMENTS:

Managerial Experience and mechanical experience.

6.0 SAFETY:

This position requires the use of safety equipment as outlined in the City of Sault Ste. Marie safety policies.

7.0 PROCEDURES:

7.1.1 A list of new equipment must be prepared annually to replace older obsolete equipment that is costing because of repairs, or is due for replacement because of safety reasons.

7.1.2 Mid February the Divisional Managers (Parks, Public Works, Cemeteries, Landfill) must be contacted to compile a list of equipment that they believe should be replaced in the new year. This list may also include new equipment that each Department may need.

7.1.3 When the Departmental Managers have their lists compiled they are to be submitted to the Manager of Equipment and Buildings.

7.1.4 The Manager of Equipment and Buildings completes the list of equipment. When the list of equipment is complete, the Manager of Equipment and Buildings will call suppliers to get Budget Figures for every piece of equipment that the Divisional Managers have requested on their Equipment Lists.

	<u>PROCEDURE MANUAL</u> PROCEDURE NUMBER: Manager 02 SUBJECT: Preparing Budget Detail Estimates to Replace Equipment	SECTION: PAGE: 2 OF 4 DATE: August 19, 2002 REVISION: October 26, 2007
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7.1.5 The Manager of Equipment and Buildings reviews and inspects the equipment that has been submitted by each manager.

7.1.6 The Manager of Equipment and Buildings takes into account the following points when inspecting equipment on the list:

- Number of hours the unit has on the hourmeter
- The history cost of the unit.
- The odometer readings (kilometers)
- The number of accumulated Rental Credits
- The condition of the body if applicable.
- The mechanical condition of the unit.
- The age of the unit.
- The MTO Cycle Comparison shown below.

Description	MTO - Cycle Yrs / Km / Hrs	City of Sault Ste. Marie
Cars	7 yrs, 200,000 km	7 -10 years
Vans ½ ton & ¾ ton	7 yrs, 200,000 km	10-12 years
½ ton pickups	7 yrs, 200,000 km	7-10 years
¾ ton pickups	7 yrs, 200,000 km	7-10 years
1 Tons	8 yrs, 250,000 km	12 years
3 & 4 Ton Stake Trucks	7 yrs, 320,000 km	12 years
5 & 6 Ton Trucks - Plows wings	13 yrs, 200,000 km	12-15 years
5 Ton Dumps	13 yrs, 320,000 km	12-15 years
Tandem Dumps - Plows wings	11-15 yrs, 350,000 km	12-15 years
Float Truck – tandem	12 yrs, 350,000 km	12-15 years
Float Trailer – tandem/Tri-axle	20 yrs	20 years
Grader – Class 1	20 yrs, 15,000 hrs	10-12 years 10,000 hrs
Grader – Class 5,6,7- Plows wings	24 yrs, 20,000 hrs	10-12 years 10,000 hrs
Tractor / Loaders	14-20 yrs 16-20,000 hrs	12 – 15 years
Tractor / Backhoe	12-15 yrs, 12-15,000 hrs	12 - 15 years
Class III & IV Tractor	24 yrs, 10,000 hrs	15 -20 years

	<u>PROCEDURE MANUAL</u> PROCEDURE NUMBER: Manager 02 SUBJECT: Preparing Budget Detail Estimates to Replace Equipment	SECTION: PAGE: 3 OF 4 DATE: August 19, 2002 REVISION: October 26, 2007
Description	MTO - Cycle Yrs / Km / Hrs	City of Sault Ste. Marie
Mowers	20 yrs	15 years
Riding Mowers	7 yrs	10 – 12 years
2 Ton Vibrator Roller	20 yrs	15 -20 years
Brush Chipper	10 yrs	10 years
Sweeper	10 yrs, 10,000 hrs	15 years

NOTE: This chart is only a guideline. Each unit would be evaluated on its own merit. When the unit is evaluated the following would be considered: is the unit being fully utilized - how many hours does it average, a review of the operational costs, km or miles accumulated, overall condition of unit and the repair history.

- 7.1.7 When the list is complete, the Manager of Equipment and Buildings compiles the Equipment Replacement spreadsheet and calls a meeting to discuss the equipment on the list. Present at the meeting shall be: Divisional Managers or a representative, the Deputy Commissioner or the Commissioner of Public Works and Transportation and a representative from the Maintenance Shop and Operators. (See Sample Equipment Replacement Exhibit #1)
- 7.1.8 During the meeting the complete list is presented to each of the Divisional Managers. At this meeting the replacement equipment is discussed and the list is reduced if necessary to meet the budget target of that year. This process may take several meetings.
- 7.1.9 When the list is complete it is used by the Commissioner or the Deputy Commissioner of Public Works and Transportation to go to City Council for approval to commence the process of Tendering, and for the approval of the proposed Budget amount for that year.
- 7.1.10 The Manager of Equipment and Buildings then completes Budget Detail Estimates that gives descriptive details of why the machinery is needed, or in need of replacement. This document is used by the Deputy Commissioner or Commissioner of Public Works to explain to City Council if questions should arise during the Council Meeting or approval of the new equipment budget. (See Sample Budget Detail Estimates Exhibit #2)
- 7.1.11 When the Budget and the approval for Tendering has been completed the Manager of Equipment and Buildings completes the Tendering Specifications for each piece of equipment on the list.

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR



**LEGAL
DEPARTMENT**

File No. C.1.6.

REPORT TO: Mayor John Rowsell and Members of Council

REPORT FROM: Nuala Kenny, Assistant City Solicitor

DATE: 2010 05 31

**RE: PRESENTATION TO CITY COUNCIL BY MR. JIM MCINTYRE,
PRESIDENT OF THE ST. MARY'S RIVER BRIDGE CO.**

Mr. Jim McIntyre, President of the St. Mary's River Bridge Co., will be making a presentation to City Council this evening regarding the assessment and taxes payable by the St. Mary's River Bridge Co. The purpose of this report is to give council some background on his presentation.

The St. Mary's River Bridge Co. was established in 1955 by a Federal Act of Parliament. By this Federal legislation the Company is the owner of the Canadian portion of the bridge and, since the year 2000, all property on the Canadian side of the bridge. Since 2000 the Company has been subject to property assessment and municipal taxes.

Last June the Prime Minister announced a contribution of \$44,112,000 under the Gateways and Borders Fund for the complete redevelopment of the Canadian Bridge Plaza. That funding however did not include money for property acquisition. The Company is responsible for the acquisition of all property required on the south side of Albert Street and the properties that were acquired along the north side of Queen Street west of Huron Street. The Company is making arrangements to borrow money for these property acquisitions.

When the bridge was built in the early 1960's, legislation passed by the Provincial Legislature exempted the bridge from paying municipal taxes for a period of 40 years (until the bonds were redeemed). That occurred in September of 2000. Since 2000 the bridge taxes have been capped at \$40,000 for the bridge and buildings located at the Bridge Plaza.

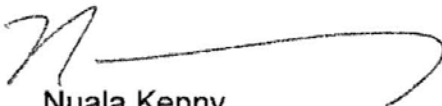
The Company is embarking on a very ambitious project for the redevelopment of the Bridge Plaza. This project involves the acquisition of many more properties and the building of significant buildings on site. The total tax bill will become several times higher than it is today. Under State of Michigan legislation Sault Ste. Marie, Michigan is entitled to receive an amount equal to any payment made for taxes on the Canadian side at international crossings. Higher taxes will make it virtually impossible for the Company to repay the loan for the property. The Company does not want to reduce the scope of the project, nor does the Company want to increase bridge tolls. At the present time the Company does not expect to increase tolls before 2014, provided the traffic volume remains at the present level.

The request that the Company will be making to Council tonight is not a tax exemption, but rather asking for support for an application by the Company for legislation from the Government of Ontario to freeze the taxes at today's level for a period of not more than 25 years, that is the time period for the repayment of the loan.

The Bridge Plaza redevelopment is a major undertaking that will provide a major boost to local employment during the construction period and for the provision of materials and equipment.

The Company is hoping to take maximum advantage of the Federal Government's generous support. That support will allow for the enhancement of the efficiency and security at this important international crossing.

Respectfully submitted,



Nuala Kenny,
Assistant City Solicitor

NK/da

Council Reports\2010\SMRB May 31 10

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



2010 05 31

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowsell
and Members of City Council

SUBJECT: Application No. A-7-10-OP – filed by Denis Pepin

SUBJECT PROPERTY: Location – Located on the south east corner of Maki Road and Avery Road, civic no. 165 Avery Road
Size – Approximately 294m (965') frontage x 390m (1,280') depth; 11.5 ha (28.4 acres)
Present Use – Rural Residential
Owner – Denis Pepin

REQUEST: The applicant, Denis Pepin, is requesting an Official Plan amendment to create seven (7) new Rural Residential lots.

Comments

On May 10, 2010 City Council approved this application in principle, and referred the application back to Planning staff to prepare an Official Plan Amendment, and review the development of any appropriate conditions.

At this time there are no conditions to be attached to Council's approval, however, an application to the Committee of Adjustment will also be required. At that time, and based upon comments from the agencies that are circulated, the Committee may require a Hydrogeological and Soils Study. These studies would ensure that there is sufficient water quality and quantity to support seven new wells without impacting surrounding wells and that the underlying soils are suitable to support building foundations.

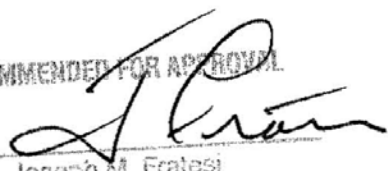
There are two letters attached to this report. Both letters, one from a neighbour and the other from the Ministry of Municipal Affairs and Housing were received after City Council's May 10, 2010 decision to approve the application in principle.

Planning Director's Recommendation

Given City Council's May 10, 2010 resolution to approve the application in principle, the attached Official Plan Amendment No. 172 is put forward for Council's approval.

PT/pms

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Data\APPL\REPORT\7-10-OP 3rd Report.doc

M. White, City Clerk
City of Sault Ste. Marie
P.O. Box 280,
Sault Ste. Marie, On
P6A 5N1



May 12, 2010

RECEIVED
CITY CLERK

MAY 14 2010

NO.: M. 51664
DIST.: Planning & Pepin

Re: Application A-7-10-OP

Dear Mr. White,

I am writing this letter to you in response to Application A-7-10-OP submitted by Denis Pepin to amend the Official Plan, by adding seven (7) new Rural Residential lots. I would like to notify council of my **objection** to this application. I had not spoken earlier of my objection because I was confident that City Council would adhere to the Provincial Policy and to the recommendation of the Planning Department; however, as a result of Mondays City Council Meeting, I feel I must let my concerns be heard.

I purchased my home at 140 Avery Rd five years ago with the understanding that the property directly across from my home was Rural Agricultural land and, in accordance with the Official Plan and Provincial Policy, would not be available for development. I too, like the Pepins, have spent a considerable amount of money to my residence and I too would like to remain in the area. I have added a verandah across the front of my home so that I can enjoy the beautiful view, which is now at risk of being destroyed. I did not purchase my home so I could look into the windows of other houses. I selected this property for the privacy. I read that Denis Pepin said that his view will not change, no it won't. But several of his neighbours views, including mine, will. He had said at city council that none of his neighbours objected to what he proposes to do. I do know for a fact that there are neighbours who would not like to see this happen, but will not speak out because they do not want to cause any animosity amongst themselves and the Pepins. I also did not want to speak out.

The lots in the Avery/Maki Rd vicinity are generally several acres in area and I would like to see them remain as such. There are numerous horse farms in the area and people often drive out to see the horses grazing in the fields. I would not like to see this disappear from the area. If you drive around and look at the open fields you must realize how lucky we are to have this land. Leave the large properties for those who want to work the land or enjoy the openness of the area.

Avery Rd has already become a "raceway" for traffic coming from Red Rock and the Windmills. The addition of these properties would only add to the amount of traffic. The farm fields on Base Line are now being destroyed by the solar farms and little by little the rest will disappear by you accepting this application.

Denis and his family are good neighbours and I respect that he, like all of us, is concerned with making a living for himself and his family. I am sure that the Pepin's intentions are to have these lots sold to exemplary residents, but we all know that things do not always turn out as planned. Once this property is divided up there is no guarantee what will happen to them. I suggest that the property be divided into two sections with one fronting on Avery Rd and one fronting on Maki Rd. This would leave the land in tact and allow someone the opportunity to use the land. I trust that the Pepins will respect my concerns and reconsider their current application.

Sincerely,

Sherri Desjardins
140 Avery Rd
Sault Ste. Marie, On
(705)945-6476

6(6)(a)

**Ministry of
Municipal Affairs
and Housing**

**Municipal Services Office
Northeastern**
159 Cedar Street, Suite 401
Sudbury ON P3E 6A5
Telephone: 705-564-0120
Toll Free: 1-800-461-1193
Fax: 705-564-6863
Web: www.mah.gov.on.ca/onramp-ne

**Ministère des
Affaires municipales
et du Logement**

**Bureau des services aux municipalités
Région du Nord-est**
159 rue Cedar, Local 401
Sudbury ON P3E 6A5
Téléphone: 705-564-0120
Sans frais: 1-800-461-1193
Télécopieur: 705-564-6863
Site Web: www.mah.gov.on.ca/onramp-ne



May 17, 2010

By Facsimile and Mail

Mayor Rowswell and
Members of City Council
City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

RE: Official Plan Amendment No. A-7-10-OP (Pepin)
City of Sault Ste. Marie
MMAH File No.: 57-OP-0024-172

I am writing to you in respect of Official Plan Amendment (OPA) A-7-10-OP which was circulated to the Ministry of Municipal Affairs and Housing (MMAH) by the City of Sault Ste. Marie on March 22, 2010. MMAH has obtained a copy of the City of Sault Ste. Marie "Report of the Engineering and Planning Department" with regard to OPA A-7-10-OP, from the City's website and has communicated with planning staff concerning this application.

In the City's Official Plan, the subject lands are located within the Rural Area designation outside of the identified urban settlement area.

We note that the proposed OPA to allow the creation of 7 new lots by consent is not in keeping with the policy direction of the City's Official Plan, as amended, does not have regard for Section 2 of the Planning Act and is not consistent with the Provincial Policy Statement 2005 (PPS, 2005).

The Official Plan was amended on November 9, 2009 by OPA #167, to replace the existing prohibition on Rural Area lot creation with limited authority to create one new lot from an existing lot without the requirement for an OPA. This policy was intended to permit limited Rural residential development, a choice of location and affordable housing in the City while maintaining a rural character and maintaining the focus of new development to the identified urban settlement area.

In accordance with Section 3 of the Planning Act (as amended) a decision of the council of a municipality in respect of the exercise of any authority that affects a planning matter, "shall be consistent with" the PPS, 2005. The PPS, 2005 applies to all applications, matters and proceedings commenced on or after March 1, 2005. There are provincial interests in the proposed OPA and MMAH wishes to make these interests known to you as you consider the proposed Official Plan Amendment at your May 31, 2010 meeting. The proposed OPA does not

6(6)(a)

appear to have regard for matters of Provincial interest outlined in Section 2 of the Planning Act, such as:

- h) the orderly development of safe and healthy communities;*
- l) the protection of the financial and economic well-being of the Province and its municipalities;*
- p) the appropriate location of growth and development; and*
- q) the promotion of development that is designed to be sustainable, to support public transit and to oriented to pedestrians.*

The proposed OPA is not consistent with several identified provincial policy areas directly related to building strong communities by wisely managing change and promoting efficient land use and development patterns, identified in Section 1.1.1, Section 1.1.2, Section 1.1.3, Section 1.1.4, Section 1.4.3, Section 1.6.4, Section 1.6.5 and Section 1.6.8 of the PPS, 2005.

Of note, the City of Sault Ste. Marie planning staff advised Council in their Report of the Engineering and Planning Department, dated May 10, 2010, that the proposed OPA application was not consistent with the PPS, 2005. It is our understanding that City Council deferred this application following the initial public meeting and has since approved the application in principal and is awaiting creation of an OPA by the planning department before giving final approval.

To ensure good planning principles are followed the municipality may wish to require the applicant to address the above policy areas in addition to Official Plan policy for the Rural Area so that Council may make a decision which is consistent with the City's Official Plan, the Planning Act and the PPS, 2005.

The Ministry of Municipal Affairs and Housing would like to request that the City of Sault Ste. Marie forward to our office a copy of the Notice of Public Meeting published for this application in accordance with Ontario Regulation 543/06 s(3)(10)(12). In addition, the Ministry would like to receive Notice of Decision on this application, issued in accordance with the Planning Act section 17 (23) and Ontario Regulation 543/06 s(5)(2).

Thank you for this opportunity to comment on the proposed application for consent. If you have any questions or comments on any of the above, please contact Charley White, Planner at (705) 564-6855 or charley.white@ontario.ca

Sincerely;



Dan Tovey
Acting Manager, Community Planning and Development
Northeastern Municipal Service Office

6(6)(a)

**AMENDMENT NO. 172
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 policies of the Official Plan.

LOCATION

Section 21, SE1/4 Pt, located on the southeast corner of Maki Road and Avery Road. Civic no. 165 Avery Road.

BASIS

This Amendment is necessary in view of a request to permit the creation of 7 new lots for rural residential purposes.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

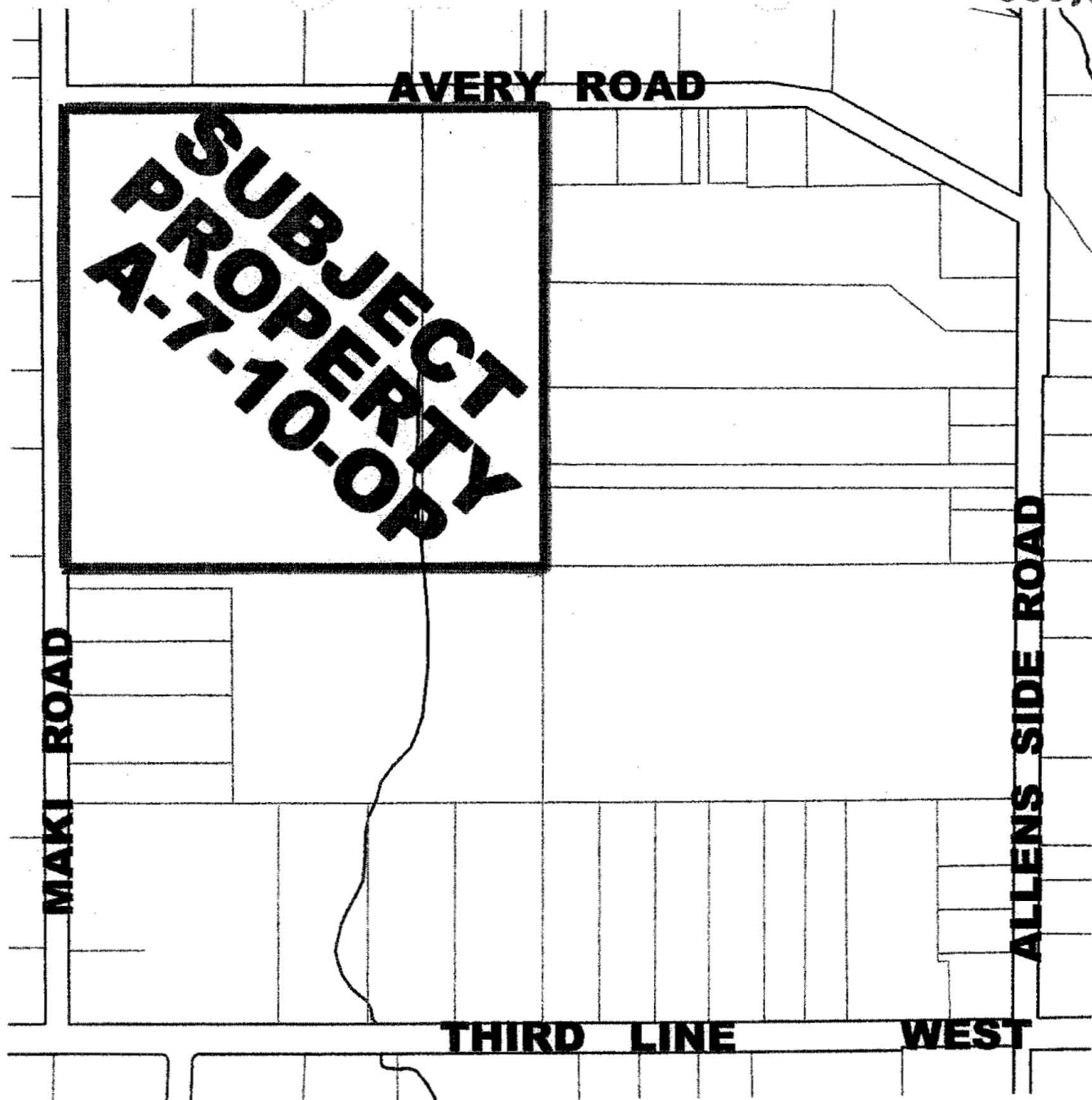
"Special Exceptions"

117. Notwithstanding the Rural Area policies of the Official Plan, lands described as Section 21, SE1/4 Pt, located on the southeast corner of Maki Road and Avery Road, civic no. 165 Avery Road may be used to create 7 rural residential lots.

INTERPRETATION

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

6(6)(a)



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



INDUSTRIAL



PARKS
RECREATIONAL



COMMERCIAL

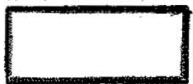


INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 172





2010 05 31

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowsell
and Members of City Council

SUBJECT: Application No. A-9-10-Z.OP – filed by Mark Mageran

SUBJECT PROPERTY:

Location – Located on the east side of Airport Road approximately 646m (2,119') north of its intersection with the Airport access drive, civic no. 626 Airport Road

Size – Approximately 92m (302') frontage x 830m (2,723') depth; 22.9 ha (56.6 acres)

Present Use – Vacant

Owner – Mark Mageran

REQUEST: The applicant, Mark Mageran, is requesting an Official Plan Amendment and Rezoning to permit the placement of not more than twenty three (23) RV's with year round access, and not more than eight (8) accessory use storage garages for use by occupants only.

CONSULTATION:

Engineering – See attached letter

Building Division – No comments

Legal Department – No comments

PUC Services – No objection

Fire Services – No objection

CSD – No concerns

PW&T – No comment

Algoma Public Health – No objections

Conservation Authority – See attached letter

Accessibility Advisory Committee – See attached letter

TransCanada Pipeline – Did not comment

PREVIOUS APPLICATIONS

In 1980 City Council approved in principle a proposal to create a thirty-eight (38) lot estate subdivision on the subject property, however the subdivision was never finalized or developed. In 1999 the property was rezoned from Rural Estate Residential to Rural Area to utilize the property for a single detached residence.

Conformity with the Official Plan

The subject property is designated 'Rural Area' on Land Use Schedule 'C' of the Official Plan. While the Rural Area policies permit a campground, the concept or definition of a campground revolves around seasonal and/or transient occupation, whereas the applicant is requesting permission to provide not more than twenty-three (23) 'plots' for year round occupancy. Consequently, an amendment to the Rural Area policies of the Official Plan is required.

Comments

The applicant, Mark Mageran is requesting a rezoning to permit the development of a Recreational Vehicle Resort, or more specifically the placement of not more than twenty-three (23) RV's with year round access and occupancy potential. The property will remain under single ownership, with 'plots' rented to occupants. The intended market is seniors who spend a substantial portion of the year travelling, or living away from Sault Ste. Marie, even though the trailers may serve as the occupant's primary residence.

The proposed use is an expansion to the existing Mark's Bay Campground, which abuts the property to the south. There will be linkages between the 2 sites, and those occupying the subject property will have access to the various amenities located on the main campground.

Referring to the site plan attached, the applicant is proposing a cul-de-sac design, with the septic area located in the middle 'boulevard'. The RV's will be setback approximately 61m (200') from Airport Road. The 'plots' for each RV will be approximately 24m x 30m (80'x100'). Such 'plot' sizes are consistent with the proposed cottage-like setting. The applicant is also proposing to erect eight (8) storage garages, for the exclusive use of the RV resort occupants. A combination of setbacks, landscaping, and the proposed storage garages will effectively screen the RV's from Airport Road.

Given the synergies with the abutting campground to the south, it is appropriate to reduce the required south interior side yard from 15m to 0m. Based on the proposed site plan, reductions are also required to the north interior side yard, and it is recommended that the setback be reduced from 15m to 7.5m. The

proposed tree line along the north lot line must be planted and maintained in a manner that protects the abutting property to the north that is presently vacant, although there is the potential for the construction of one single detached rural residence.

The property is subject to Site Plan Control. The applicant is aware that prior to any development, a Site Plan Agreement with the City will be required. Site Plan Control will be utilized to ensure that among other things, adequate buffers are planted and maintained to sufficiently screen the RV Resort from Airport Road, and the abutting vacant property to the north.

Correspondence from the Engineering Department (attached) notes that Algoma Public Health and the Ministry of The Environment should be contacted to determine specific on-site water and septic service requirements. Basing effluent calculations on twenty-three (23) year round RV's, Algoma Public Health has confirmed that the proposed sewage disposal system will be treating less than 10,000 litres per day, and as such, the system is under Algoma Public Health's jurisdiction, and not the Ministry of The Environment.

The classification of the water system and whether it will fall under Algoma Public Health (APH) or Ministry of The Environment (MOE) jurisdiction has yet to be determined, although it is likely that the water system will be handled through APH. Prior to the issuance of a permit for the water system, approval from either APH or MOE will be required.

The attached correspondence from the Sault Ste. Marie Region Conservation Authority (SSMRCA) notes that a very small portion of the south easterly corner of the subject property contains a wetland, and as such, a permit from the SSMRCA will be required prior to development. SSMRCA also notes that the subject property is under consideration of the Drinking Water Source Protection Program as it is within the Potential Groundwater Recharge Area. Although the proposed uses pose a minimal threat to the City's drinking water aquifer, the applicant is urged to ensure that safeguards are in place to ensure the proper storage and handling of petroleum and chemical products both during and after construction.

Correspondence from the Accessible Advisory Committee (attached) recommends that the applicant consider making 10% of the RV 'plots' paved/accessible as well as 10% of the storage garages with level (at grade) entrances. The applicant has indicated that given his intended seniors market, he has a general policy of working with individual occupants on a case-by-case basis to ensure that their RV 'plot' is conducive to their specific needs. The applicant has also noted that several seniors have inquired about having specific 'plots' paved. The applicant will work with individual occupants based upon specific needs. The applicant has also noted that all of the storage garages will be built on at-grade slabs, with 'level entrances'.

The TransCanada Pipeline also bisects the property, although no development is planned within the vicinity of the pipeline right-of-way. Up until the drafting of this report comments from TransCanada have not been received. The applicant is aware any future development must adhere to the required setbacks from the pipeline right of way, as well as the process required if the applicant intends to cross over the right of way.

SUMMARY

The proposed use is an expansion to the existing campground owned by the applicant, which abuts the subject property to the south. On-site septic servicing requirements limit this development to the placement of not more than twenty-three (23) RV's with year round occupancy potential. Given sewage outflow calculations, the placement of any more RV's would trigger the need for a more costly sewage treatment plant subject to MOE approvals.

The 23 RV 'plots' will be owned by the applicant, and rented to prospective occupants. The 'plots' will be marketed primarily to seniors who spend much of their time away from Sault Ste. Marie. The most common situation is the 'snow bird' that spends the winter months down south; however the emerging baby boomer retiree's are affluent, with sophisticated and flexible travel itineraries that don't necessarily align with those of the common or traditional 'snow bird'. The four-season availability of the proposed use attempts to cater to these flexible, or non-traditional long-term travel itineraries. In this sense, the trailers would serve as the primary residence or 'base camp' for the occupants, who traditionally may have downsized to an apartment or condominium. Essentially the proposed use will be similar to those RV Resorts visited by 'snow birds' during the winter months, which at this point represents a unique 'cottage life' type of living arrangement within this community.

The subject property and proposed RV Resort will function together with the abutting Marks Bay Campground. Given these synergies and access to the amenities (including access to Mark's Bay) located on the campground to the south, the applicant's request is essentially an expansion of the existing recreational campground use. It is Planning Staff's opinion that the proposed use is a recreational use as defined by Provincial Policy, rather than major residential development, which would be counter to existing Provincial Policies, as they pertain to development within the Rural Area.

For greater clarity, the Provincial Policy Statement 2005 defines recreation as *'leisure time activity undertaken in built or natural settings for purposes of physical activity, health benefits, sport participation and skill development, personal enjoyment, positive social interaction and the achievement of human potential'*.

Site Plan Control will be utilized to ensure that among other things, the twenty-three (23) park model trailers are adequately screened from Airport Road and the abutting property to the north. Given the recreational synergies with the abutting campground to the south, it is also appropriate to reduce the south interior side yard requirements to 0. This may also have the effect of shifting the entire development south, and away from the abutting vacant property to the north, which is not owned by the applicant.

Planning Director's Recommendation

That City Council approve Official Plan Amendment No. 173 and rezone the subject property from Rural Area to Rural Area with a Special Exception to permit an RV Resort with not more than twenty-three (23) trailers, and not more than eight (8) storage buildings for the exclusive use of occupants of the RV Resort only, subject to the following required setback reductions:

1. That the required south interior side yard setbacks be reduced from 15m to 0m.
2. That the required north interior side yard setbacks be reduced from 15m to 8m.

For the purposes of this By-law, an RV Resort is defined as the placement of Recreational Vehicles with year round access.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

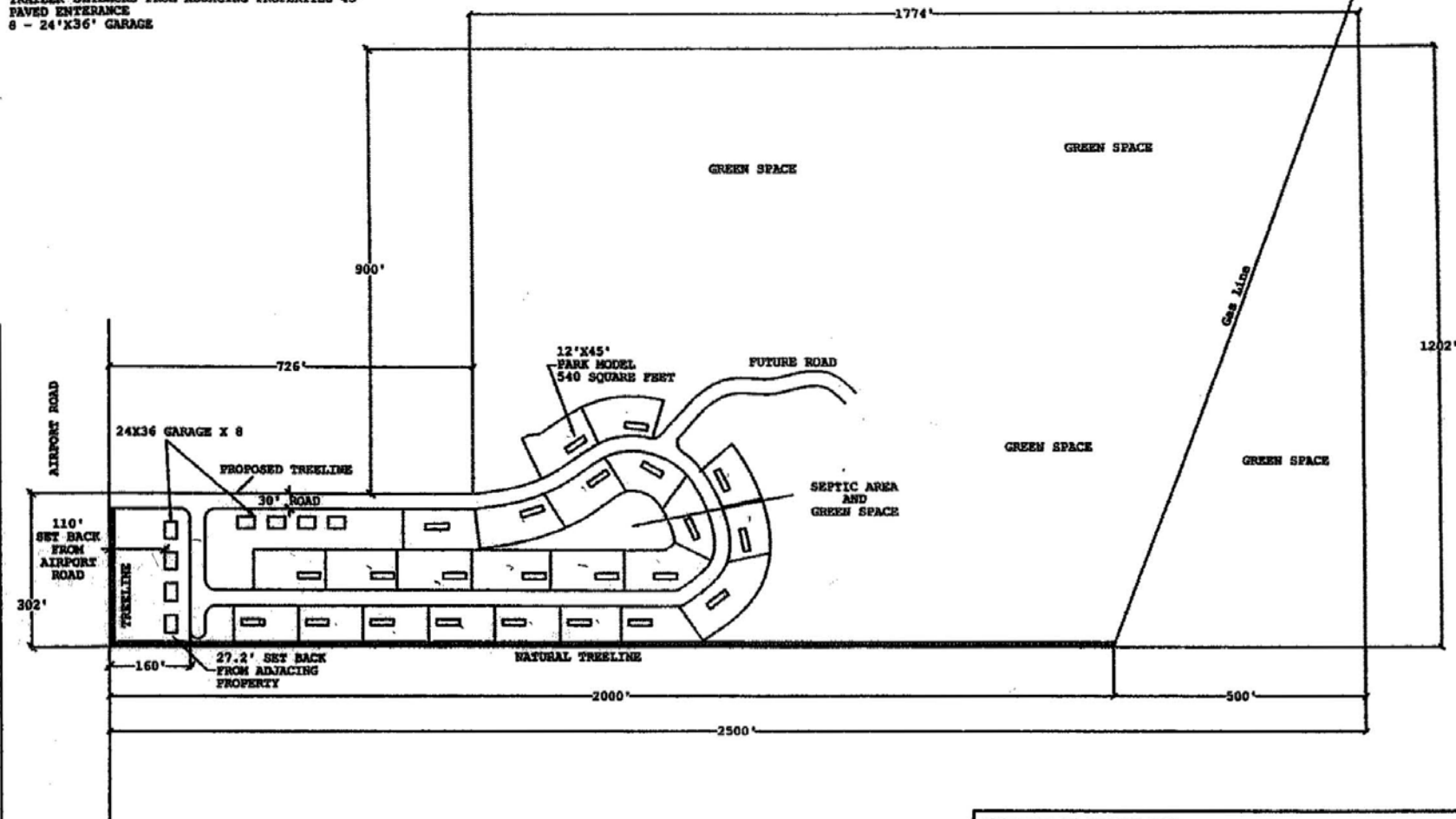
PT/pms

PUBLIC NOTICE – 2010 05 31, Council Chambers, Civic Centre

NOTES:

23 - 80'X80' LOTS
TRAILER SETBACKS FROM AIRPORT RD 200'
TRAILER SETBACKS FROM ADJACING PROPERTIES 45'
PAVED ENTRANCE
8 - 24'X36' GARAGE

PROPOSED SITE PLAN



PROPOSED RV RESORT FOR:		
Mark's Bay Cottages and Campground		
Drawn by: Mark Mageran	SCALE:	REVISION: PRELIMINARY
	APRIL 19th 2010	PAGE: 1 OF 1

(a)(6)(b)



2010 05 11
Our File: A-9-10-Z.OP

MEMO TO: Don McConnell, MCIP, RPP✓
Planning Director

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

SUBJECT: APPLICATION No. A-9-10-Z.OP
626 AIRPORT ROAD
REQUEST FOR AN AMENDMENT TO THE OFFICIAL PLAN & ZONING
BY-LAW

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

- Algoma Public Health should be contacted in relation to subsurface sewage disposal system requirements (treating less than 10,000 litres per day). The Ministry of Environment should be contacted for systems treating greater than 10,000 litres per day;
- Dependent on the classification of the water system, Algoma Public Health or the Ministry of Environment should be contacted.

If you require anything further please, contact me.

Sincerely,

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Jerry Dolcetti, RPP
Jim Elliott, P. Eng.
S. Cleaves, APH

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: May 06, 2010 3:33 PM
To: Pat Schinners
Cc: Peter Tonazzo; Frank Tesolin (Home); Linda Whalen
Subject: SSMRCA Response - A-9-10-Z.OP

May 6, 2010

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-9-10-Z.OP**
 Mark Mageran
 626 Airport Road
 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. The area of jurisdiction would be within the most easterly 1/4 of the property focusing on the wetland in the southeasterly corner.

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within the Potential Groundwater Recharge Area.

Therefore the following recommendations on the rezoning application from the Drinking Water Source Protection are offered (during and after construction):

1. Safeguards for the proper storage of any petroleum products are instituted on site.
2. Safeguards for the proper storage of any chemical products are instituted on site.

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

Pat Schinners

From: Don McConnell
Sent: May 05, 2010 11:28 AM
To: Peter Tonazzo; Pat Schinners
Subject: FW: A-9-10-Z.OP 626 Airport Road

From: Lynn Rosso
Sent: May 05, 2010 11:02 AM
To: Don McConnell
Cc: Catherine Meincke; 'Diane Morrell'; Wendy Houle; 'ANN MCPHEE'
Subject: A-9-10-Z.OP 626 Airport Road

May 3, 2010

Don McConnell
Planning Director
City Planning & Engineering Division
SUBJECT: REZONING APPLICATION REVIEW -A-9-10-Z.OP

626 Airport Road

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking :
2. Walkways & Sidewalks:
3. Urban Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: Recommend owner consider making 10% of R.V. spaces be paved/accessible as well as 10% of garages have level entrances

Thank you for your attention to these recommendations.

**AMENDMENT NO. 173
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

Section 12, NPT RP 1R3069 Part 4, PT Part 5 & 6 PCL 819 AWS, located on the east side of Airport Road, approximately 632m north of it's intersection with the Airport Access driveway. Civic No. 626 Airport Road.

BASIS

This Amendment is necessary in view of a request to permit a Recreational Vehicle Resort containing not more than 23 trailers (RV's) with year round access.

The proposal does not conform to the existing policies of the Official Plan as they relate to the Rural Area designation.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

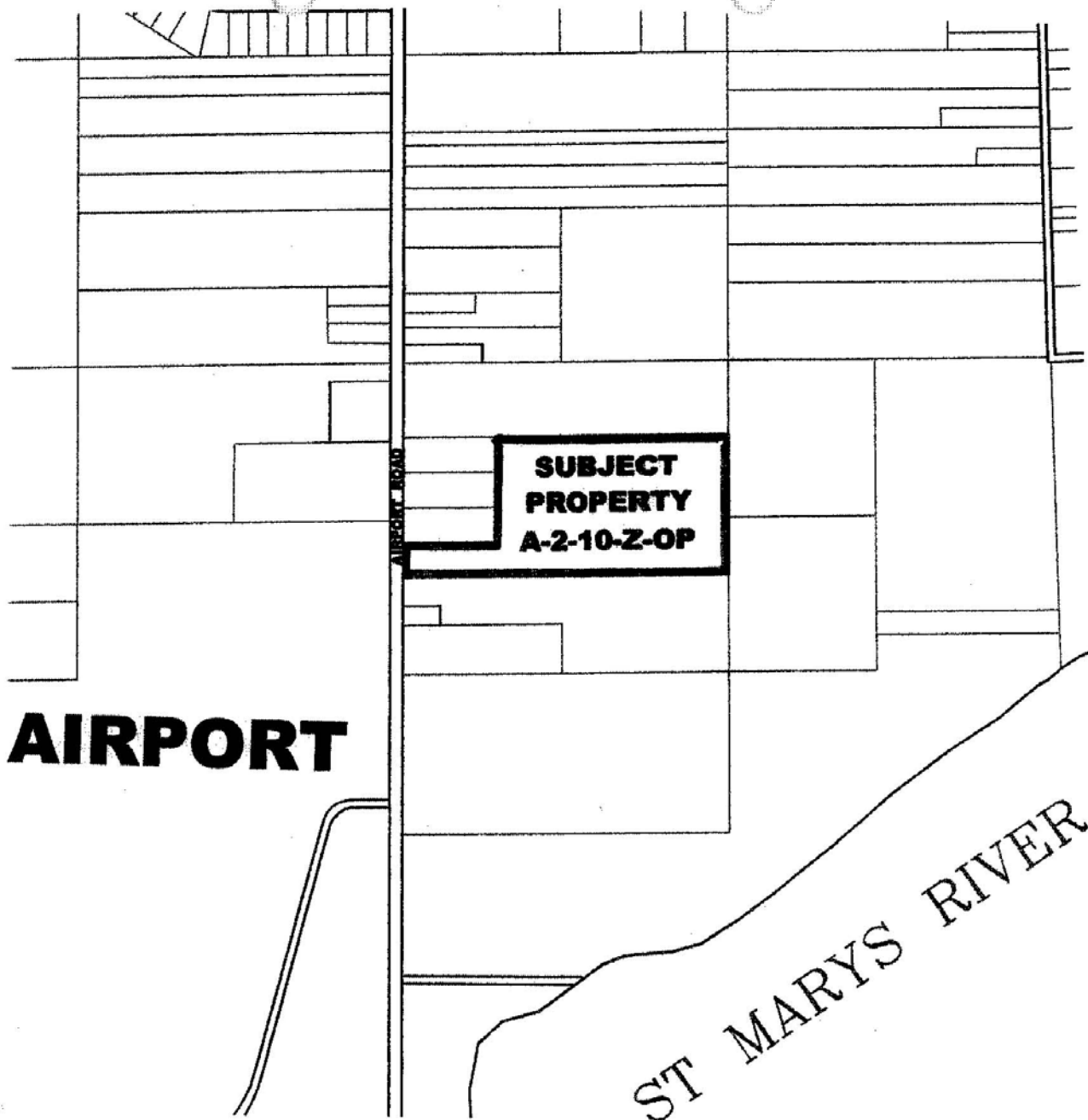
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

118. Notwithstanding the Rural Area Policies of the Official Plan, lands described as Section 12, NPT RP 1R3069 Part 4, PT Part 5 & 6 PCL 819 AWS, located on the east side of Airport Road, approximately 632m north of it's intersection with the Airport Access driveway and having Civic No. 626 Airport Road may be used to permit a Recreational Vehicle Resort containing not more than 23 trailers (RV's) with year round access.

INTERPRETATION

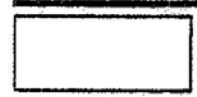
The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND

	RESIDENTIAL		INDUSTRIAL		PARKS RECREATIONAL
	COMMERCIAL		INSTITUTIONAL		RURAL AREA

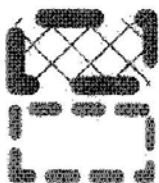
SCHEDULE "A" to AMENDMENT No. 173



60611 D)



2008 ORTHO PHOTO
Application A-9-10-Z-OP
626 Airport Road



Subject Property -626 Airport Road

Applicant's Other Land Holdings



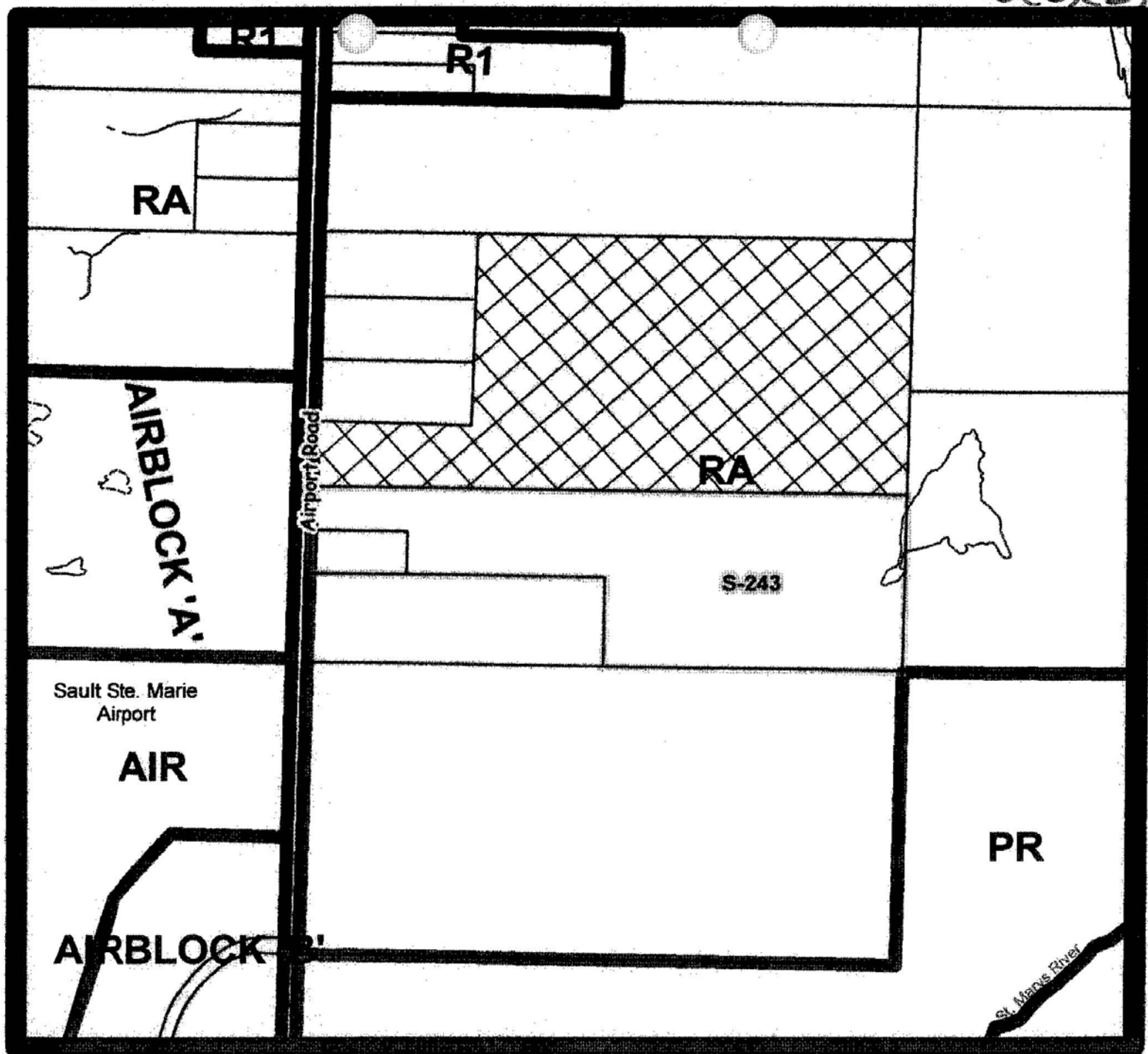
Metric Scale
1 : 8000

Map Reference
519 & 2-13

Map Label
A9-10

April 26, 2010

606XLD



EXISTING ZONING MAP

Application A-9-10-Z-OP

626 Airport Road

 Subject Property -626 Airport Road

Metric Scale
1 : 8000

 R1 - Estate Residential Zone

Map Reference
519 & 2-13

 RA - Rural Area Zone; RAhp

 PR - Parks and Recreation Zone

 AIR - Airport Zone

Mail Label
A9-10



 S-No. - SPECIAL EXCEPTION BYLAW 2005-151

April 26, 2010

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-103

AGREEMENTS: (E.3.4.4.) A by-law to authorize an agreement between the City and Kresin Engineering Corporation for the provision of design services and contract administration for the westbound right turn lane on Second Line at Great Northern Road.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 1st day of February, 2010 and made between the City and Kresin Engineering Corporation for the provision of design services and contract administration for the westbound right turn lane on Second Line at Great Northern Road.

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 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK – MALCOLM WHITE~~

10(a)

SCHEDULE "A"
AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

MEMORANDUM OF AGREEMENT dated the 1 day of February, A.D. 2010

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Construct a right turn lane at the Great Northern Road and Second Line Intersection, Northeast Quadrant.

and WHEREAS the construction of the Turn Lane shall include all work required under the City of Sault Ste. Marie Contract No. 2008-8E, hereinafter called the "Project".

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

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

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

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

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

1.02 Services

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

1.03 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for any other municipal purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

1.11 Insurance

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000.00 for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Engineer nor any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with

Section 1.23.1 (c).

1.17 Specialized Services

The Engineer may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

1.21 Arbitration

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, C-A. 24, as amended shall apply.

1.22 Time

The Engineer shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as

not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

When requested by the Client, the Engineer shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees and/or upset fee limit(s) to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

The Engineer will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees/upset fee limits beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

Such approval shall not be unreasonably withheld by the Client.

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

The following definitions shall apply:

2.1 Engineer's Services for Planning (Class EA) of the Project

The Engineer shall provide the services for planning of the Project and such work shall include the following:

1. Meeting with the Client to confirm the applicable Class EA schedule, and review of the proposed work program, including the preparation of a meeting report.
2. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in a public open house.

2.2 Client's Services for Planning (Class EA) of the Project

The Client shall provide the Engineer with:

1. Confirmation of appropriate Class EA schedule.
2. General direction in the provision of services and approvals within reasonable time as necessary during the currency of this Agreement.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Copies of all related plans, drawings, documents and reports relating to the Project.

2.3 Engineer's Services for Preliminary Design of the Project

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.
2. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
4. Development of proposed typical cross-sections for the roadway, including number of driving lanes, turning lanes, rights-of-way, curbs and sidewalks, intersecting roads and other cross section elements.
5. Preparation of a design criteria with due consideration being given to such ancillary features as curbs, sidewalks, illumination, signs, signals, fences, landscaping and zone painting.
6. Preparation of a design brief indicating the principle design features, and including an estimate of construction cost.

7. Meeting with and presenting to the Client alternative design concepts and obtaining input on the preferred.
8. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.
9. Preparation and distribution of minutes of Project meetings.
10. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.
11. Assembling and evaluating existing drainage data.
12. Preparation of general drainage requirements.
13. Identification of major utility installations and adjustments.
14. Preparation of preliminary design drawings.
15. Preparation of property acquisition plans, if any.
16. Development of construction cost estimates.
17. Preparation of MTO Justification Report for submission to MTO for connecting link funds, if required.

2.4 Client's Services for Preliminary Design of the Project

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. Copies of all survey data, bench marks and plans of the Project, including digital data.
4. Copies of available traffic information including traffic counts, accident reports, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.
7. Copies of CCTV inspector reports of both sanitary and storm sewers located in the area of the Project.
8. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.

9. Copies of available sanitary sewage drainage area plans/reports prepared for the study area.
10. Copies of available storm drainage area plans/reports prepared for the study area.
11. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.
12. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
13. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (I) to (13) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

2.5 Engineer's Services for Detailed Design of the Project

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Conducting field survey work, if required, after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.
5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.

6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.
9. Provision of ten (10) complete sets of tendering documents and drawings.
10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
12. Assisting the Client in advertising for tenders.
13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

2.6 Client's Services for Detailed Design of the Project

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Detailed site survey data, in digital form.
3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.
5. Standard drawings for specific installations required by the client.
6. General direction of the Engineer in the provision of the services.
7. Any available information regarding utilities necessary for the preparation of the plans.

8. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.
10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses I through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

2.7 Engineer's Services for Contract Administration and Construction Supervision of the Project

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Engineer's duties for general review are as follows:

(a) Contract Administrative Services

1. Review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.
2. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
4. Review of shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.
6. Processing and issuing of payment certificates.
7. Conducting progress meetings as may be required.

(b) Construction Inspection Services

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and calculation of pay quantities for the work.
3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
9. Preparing and submitting to the Client one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

2.8 Client's Services for Contract Administration and Construction Inspection of the Project

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Engineer in the provision of the services.
3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit

instructions to, and receive information from, the Engineer.

5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

2.9 Milestones

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Payroll Cost:**

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes.
Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) **Cost of the Work:**

(NOT APPLICABLE)

(c) **Site**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:
 - (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
 - (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

3.2.1.2 Time Expended

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

3.2.1.3 Estimate of Fees

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

3.2.3 Computer Services and Total Station Survey Services

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile charges, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies, and survey supplies.

3.3 Payment**3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

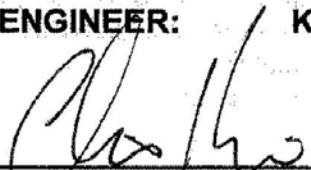
In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

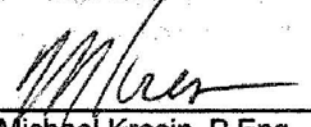
IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, DELIVERED

in the presence of:

ENGINEER: Kresin Engineering Corporation


Chris Kresin, P.Eng.
PRESIDENT


Michael Kresin, P.Eng.
SECRETARY/TREASURER

WITNESS

signature

name and title of person signing

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

Signature
Mayor - John Rowsell

name and title of person signing

WITNESS

signature

name and title of person signing

signature
~~City Clerk - Malcolm White~~
Deputy City Clerk - Rachel Tyczinski

name and title of person signing

Schedule "1"

MEMORANDUM OF AGREEMENT dated the 1 day of February, A.D. 2010.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Schedule

Key Task	Start	End
Construction Contract Administration	Feb. 1, 2010	Nov. 1, 2010
Construction Inspection	June 2010	Oct. 2010

Schedule "2"

MEMORANDUM OF AGREEMENT dated the 1 day of February, A.D. 2010

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Fees - \$85,000.00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-104

AGREEMENT: (L-336) A by-law to authorize the execution of a Lease Agreement between the City and Suncor Energy Inc. for a portion of 795 Bay Street.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 12th day of March, 2010 and made between the City and Suncor Energy Inc. for the lease of a portion of 795 Bay Street.

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 31st day of May, 2010.

MAYOR - JOHN ROWSWELL

~~CLERK - MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski

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

LEASE

THIS LEASE made this 12th day of March, 2010.

BETWEEN:

SUNCOR ENERGY INC., a corporation
incorporated under the laws of Canada
and having a regional office at
3275 Rebecca Street,
Oakville, Ontario. L6L 6N5
G.S.T. # 104168083

(hereinafter called "Suncor"),

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE,
of the City of Sault Ste. Marie
in the Province of Ontario,

Address: 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Attention: Mr. Lorie Bottos
Telephone: (705) 759-5400*
G.S.T. # 122023120*

(hereinafter called the "Tenant"),

OF THE SECOND PART.

1. Leased Premises - WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, Suncor hereby leases to the Tenant that portion of the lands and premises located at **795 Bay Street, Sault Ste. Marie, Ontario**, as legally described as Parcel 491, in the register for Algoma West Section, in the City of Sault Ste. Marie, in the District of Algoma, being a water lot in the St. Mary's River lying in front of the Water Lots lying in front of Lot 25 and that part of Lot 24 lying west of Pim Street in the First Concession of Park Lots adjoining the original town Plot of Sault Ste. Marie, being specified in Suncor's records as Location #89181, comprising a ten (10) metre wide strip of land along the Bay Street frontage, shown in dotted lines on the plan attached as Schedule "A", together with any improvements and appurtenances thereon, all of which are hereinafter collectively referred to as the "Leased Premises", subject to a right-of-way in favour of Suncor, its agents, employees and contractors over that portion of the Leased Premises as required for ingress and egress to and from the remainder of Suncor's lands described above.
2. Term - The term of this Lease (the "Term") is twenty (20) years to be computed from the first (1st) day of June, 2010, (the "Date of Commencement") to and including the 31st day of May, 2030, subject to earlier termination as hereinafter provided.
3. Termination Options -
In the event that Suncor *bona fide* requires the Leased Premises for redevelopment (and possession is required for such redevelopment) or for the purpose of the sale of the Leased Premises, Suncor shall have the right to terminate this Lease upon not less than One Hundred Twenty (120) days prior written notice to the Tenant of its intention to exercise this right. On the termination date specified in such notice (the "Termination Date"), the Tenant shall deliver up possession of the Leased Premises, all Rent and Additional Rent shall be apportioned and paid to the Termination Date and this Lease will be fully and completely ended as of the Termination Date.
4. "Lease" Defined - The term "Lease" shall mean this agreement, including all schedules and agreements herein referred to or hereinafter attached and all amendments hereinafter entered into by the parties.
5. Rent - Yielding and paying to Suncor, in Canadian dollars, without deduction, abatement or set-off, the following rents which the Tenant covenants and agrees to pay to Suncor:

- (a) for the period from June 1, 2010 to May 31, 2015, the sum of Five Thousand and Four Hundred Dollars (\$5,400.00) per annum plus Rental Taxes, payable in advance in equal monthly instalments of Four Hundred and Fifty Dollars (\$450.00) on the first day of each and every month during the said period;
- (b) for the period from June 1, 2015 to May 31, 2020, the sum of Six Thousand Dollars (\$6,000.00) per annum plus Rental Taxes, payable in advance in equal monthly instalments of Five Hundred (\$500.00) on the first day of each and every month during the said period;
- (c) for the period from June 1, 2020 to May 31, 2025, the sum of Six Thousand and Six Hundred Dollars (\$6,600.00) per annum plus Rental Taxes, payable in advance in equal monthly instalments of Five Hundred and Fifty Dollars (\$550.00) on the first day of each and every month during the said period; and
- (d) for the period from June 1, 2025 to May 31, 2030, the sum of Seven Thousand and Three Hundred Dollars (\$7,300.00) per annum plus Rental Taxes, payable in advance in equal monthly instalments of Six Hundred and Eight Dollars and Thirty-Three Cents (\$608.33) on the first day of each and every month during the said period.

For the purpose of this Lease, "Rental Taxes" shall mean any and all taxes or duties imposed upon Suncor or the Tenant measured by or based in whole or in part upon the Rent and Additional Rent payable under this Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, harmonized sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing.

The Tenant covenants and agrees that payment of the aforesaid Rent shall be by way of automatic bank transfer/electronic funds transfer system and the Tenant covenants and agrees to execute the appropriate pre-authorized chequing forms or such other authorizations required to permit such payment process when presented to it by Suncor ("Automatic Bank Transfer/Electronic Funds Transfer System").

If the Tenant shall fail to pay the Rent and/or Additional Rent payable under this Lease when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such amounts becomes due until paid by the Tenant.

- 6. Additional Rent - The Tenant further covenants and agrees to pay to Suncor any amounts designated or reserved herein as "Additional Rent" on demand (or as otherwise provided herein), without deduction, abatement or set-off.
- 7. Use - The Tenant shall use the Leased Premises solely for the purpose of a **public bike/walking trail** (the "Use"), and shall not use the Leased Premises for any other purpose without the written consent of Suncor.
- 8. Removal at End of Term - On the expiry or earlier termination of the Term, the Tenant will peaceably surrender the Leased Premises to Suncor. The Tenant will also remove its equipment and property from the Leased Premises and, **if required by Suncor**, restore the Leased Premises to the condition in which it existed at the beginning of the Term. This obligation survives the expiration of the Term or earlier termination of this Lease. If the Tenant does not remove any of its equipment and property or restore the Leased Premises as required herein, Suncor may do so and the Tenant will pay Suncor's removal, disposal, sale, storage and/or restoration charges. Any equipment or property not removed may, at Suncor's option, become the property of Suncor (and, in such event, this Section will have the effect of assigning the Tenant's right and title in such items to Suncor) and may be removed from the Leased Premises and sold or disposed of by Suncor in such manner as it deems available.
- 9. Taxes, Rates, Utilities, etc.
 - (a) The Tenant will pay all taxes, provincial taxes, federal taxes or otherwise (except for property taxes which shall be paid by Suncor subject to the provisions of Section 9(c) hereof), Rental Taxes, local improvement rates, duties, assessments, fees, charges of any nature whatsoever including but not limited to light, electricity and other public and private utility and services charges (the meters and accounts for which shall be in the Tenant's name) and other bills and expenses payable on, or incident to the use, occupation, operation or maintenance of the Leased Premises or hereinafter imposed or required to be collected in respect to the Leased Premises and the personal property located thereon, such sums being

payable as Additional Rent hereunder and recoverable from the Tenant as such in the event of non-payment, or recoverable from any credit balance existing in the Tenant's account.

- (b) Suncor shall have the right at any time during or after the Term, on fifteen (15) days' notice to the Tenant, to settle any or all of the Tenant's liability for taxes, rates, duties, assessments, licence fees, light bills, power bills and other expenses and obligations of the Tenant in this Lease contained and to be indemnified for any monies owing by the Tenant, by recovering them from the Tenant as Additional Rent.
- (c) The Tenant covenants and agrees to pay to Suncor on the first day of each and every month of the said Term, the sum of **One Hundred and Fifty Dollars (\$150.00)** per month plus Rental Taxes which shall represent a monthly contribution towards the property taxes attributable to the Leased Premises (as determined by Suncor, acting reasonably) (the "Monthly Tax Contribution"), the first of such payment to be due and payable on the Date of Commencement. At the expiration of each calendar year during the said Term, Suncor shall apply the total of the Monthly Tax Contributions towards the total taxes paid by Suncor which are attributable to the Leased Premises for the then current calendar year, including any supplementary tax invoices issued to Suncor either before or after the expiration of each calendar year (the "Actual Property Taxes"). In the event that the total Monthly Tax Contributions for the Leased Premises in each calendar year exceed the Actual Property Taxes, Suncor shall reimburse the Tenant for the difference between the Actual Property Taxes and the total Monthly Tax Contributions (the "Reimbursement") within a reasonable period after the expiration of each calendar year. In the event that the total Monthly Tax Contributions for the Leased Premises in any calendar year are less than the Actual Property Taxes, the Tenant shall pay Suncor the difference between the Actual Property Taxes and the total Monthly Tax Contributions (the "Deficiency") within thirty (30) days from Suncor's written notification to the Tenant of such Deficiency. Suncor may adjust the Monthly Tax Contribution annually. The Tenant acknowledges and agrees that the monthly payments of such Monthly Tax Contributions shall be paid and made by way of the Automatic Bank Transfer/Electronic Funds Transfer System as hereinbefore referred to.
- (d) Notwithstanding anything else contained in this Lease, the Tenant covenants and agrees to reimburse Suncor on request for any increase in taxes or rates of any nature or kind applicable to the Leased Premises resulting from any installation made or equipment kept by the Tenant.

10. Installations, Repair, Maintenance -

- (a) The Tenant agrees to accept the Leased Premises in its "as is" condition and shall, at its sole cost and expense and in accordance with all laws, regulations and by-laws of all regulatory authorities, carry out all work required to prepare the Leased Premises for use as a public bike/walkway (the "Tenant's Work"), which shall include, without limitation, moving or replacing the existing fencing ten (10) meters towards the lake in order to accommodate the bike/walkway (it being understood and agreed that the existing gates giving access to the remainder of Suncor's lands must be retained, relocated or replaced, as the case may be). The Tenant's Work shall be subject to the prior written approval of Suncor.
- (b) The Tenant agrees properly maintain the Leased Premises in good repair and clean condition during the said Term at the Tenant's expense. The Tenant shall be responsible for repairing and replacing damage to the Leased Premises irrespective of the cause of such damage, save and except reasonable wear and tear, and shall abide by the provisions contained in Schedule "B" attached hereto.
- (c) In the event that the Leased Premises, in the opinion of Suncor, are not maintained by the Tenant in good repair and clean condition, Suncor may clean or make such repairs or replacements as it may deem necessary, at the expense of the Tenant, such costs being payable as Additional Rent. Upon termination of this Lease, the Tenant shall remove its equipment and fixtures and repair any damage resulting from the installation or removal thereof in accordance with the provisions of Section 8 herein.

11. Assignment -

- (a) The Tenant will not assign, sublet, charge, mortgage or part with the possession of the Leased Premises or any part thereof without the written consent of Suncor, which consent may be arbitrarily withheld. The Tenant shall continue to be subject to and bound by all provisions of this Lease notwithstanding any assignment or subleasing or purported or attempted assignment or subleasing of this Lease or of the Leased Premises by the Tenant, in whole or in part, to any other person or company or the transfer or assignment by the

Tenant to any other person or company of the business, or any part thereof, carried on or to be carried on at the Leased Premises. In the event Suncor grants its consent to an assignment or subletting or other transaction restricted herein, the assignee, subtenant or other party shall enter into an agreement in a form satisfactory to Suncor, acting reasonably, agreeing to be bound by Tenant's obligations in this Lease, to the extent they are applicable. Suncor's consent to one assignment or subletting or other transaction is not a consent to any further assignment or subletting or other transaction.

- (b) Suncor shall have the right to assign its interest in this Lease at any time and thereafter shall have no further liability hereunder.

12. Disposition of Shares - The Tenant, if a sole proprietorship, partnership or corporation, will give notice to and obtain the written consent of Suncor prior to any sale, exchange, transfer or other disposition of all or any part of the shares or interests therein, which consent may be unreasonably withheld.

13. Tenant Signs, Additions, Alterations - No structures, signs, improvements, additions or alterations shall be placed, erected, affixed, installed or made by the Tenant upon the Leased Premises without obtaining the prior written consent of Suncor and Suncor shall have the right at any time to enter the Leased Premises and remove or replace any such structure, signs, improvements, additions or alterations which have been so placed or installed in violation of this provision, at the expense of the Tenant. **Notwithstanding anything to the contrary contained in this Lease, the Tenant shall be entitled, at its expense, to install such signage and equipment (such as, by way of example, garbage receptacles, light standards and associated equipment) required in connection with the use of the Leased Premises as a public bike/walkway, all such signage and equipment subject to the prior written approval of Suncor as provided for herein.**

14. Right of Entry -

- (a) Suncor, its agents, employees and contractors shall have the right, from time to time, to enter the Leased Premises to ensure compliance with the terms of this Lease and to view the state of repair and, if not satisfactory in the opinion of Suncor, to make such repairs at the expense of the Tenant the cost thereof to be paid as Additional Rent. Suncor shall have the right to make such changes to the Leased Premises as it may deem advisable from time to time and such right shall not constitute a termination of the Lease or a breach of the covenant of quiet enjoyment.

- (b) The Tenant shall be permitted, at the Tenant's expense, to add clean gravel and/or stone fill and/or to pave the Leased Premises in order to carry on the Use (hereinafter collectively referred to as the "Filling"). Any materials or supplies brought on to the Leased Premises by the Tenant for purposes of completing the said Filling which have not been utilized or which remain in excess on the Leased Premises as at the time of completion of the said Filling, shall be removed at that time by the Tenant at its sole cost and expense. Otherwise, no soils or other materials shall be removed from the Leased Premises at the time of the aforesaid completion or at any time during the said Term. It is further understood and agreed to by the Tenant that no digging, drilling or excavating shall be conducted during the said Filling or at any other time during the said Term.

It is further understood and agreed that the Tenant shall give Suncor four (4) business days' notice prior to commencement of the said Filling and/or the Tenant's Work, and shall not commence same until Suncor's environmental consultant is present on the Leased Premises, such notification (notwithstanding the Notices provisions set forth in Section 26 of this Lease) to be given by telephone directed to either of the following Suncor personnel:

- (i) Alain Gravel (905) 469-3967
(ii) Paul Swire (905) 469-3862

15. Permits and Laws -

- (a) The Tenant will obtain and keep in force at all times any licences, permits, approvals or insurance as may be required to carry on the Use, and will pay all business and other taxes, rates, duties, assessments, licence, permit and inspection fees. The Tenant covenants and agrees to provide Suncor with copies of all required permits forthwith upon demand.
- (b) The Tenant will use the Leased Premises in a safe manner in conformity with all federal, provincial and municipal statutes, laws, bylaws, ordinances, regulations or orders, and the requirements of any insurance underwriters and any applicable legislation or directives of Suncor and undertake any repairs or improvements required to comply with the foregoing.

- (c) The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Leased Premises, and shall not use or permit to be used any part of the Leased Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive use, and shall not cause or permit any nuisance in, at or on the Leased Premises.
- (d) This Lease shall be interpreted according to the laws of the province in which the Leased Premises are situate.
- (e) The Tenant, at its expense, shall remove any lien or encumbrance placed on the Leased Premises immediately upon being made aware of same.

16. Environmental Provisions -

- (a) Without limiting any other obligation of the Tenant in this Lease, the Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with, and cause its employees and representatives to observe and comply with, all Environmental Laws governing the use of the Leased Premises. Without limiting the generality of the foregoing:
 - (i) where, during the Term, the Tenant has, through its use of the Leased Premises, caused or permitted a release of a Hazardous Substance at, from or to the Leased Premises, the Tenant shall immediately clean up such Hazardous Substance from the Leased Premises, and any affected areas, at the Tenant's expense; and
 - (ii) on the expiry or earlier termination of this Lease for any reason, the Tenant shall remove, at its expense, any Hazardous Substance which, through the Tenant's use of the Leased Premises, it has brought to or created at the Leased Premises.
- (b) The Tenant agrees to indemnify and save harmless Suncor against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs, and expenses whatsoever (including, without limitation, reasonable costs of professional advisors, consultants and experts in respect of any investigation and all costs all remediation and other clean-up costs and expenses) arising in any manner whatsoever out of:
 - (i) any noncompliance by the Tenant, its employees or representatives, with any Environmental Laws;
 - (ii) any breach by the Tenant of the provisions of this Section 16 and any generating, manufacture, refinement, treatment, transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the Tenant, its employees or representatives; and
 - (iii) any illness, injury or death of persons, or any loss or damage to property, on or about the Leased Premises.
- (c) The covenants and agreements of, and indemnification by, the Tenant contained in this Section 16 shall survive the expiration or earlier termination of this Lease notwithstanding anything herein contained to the contrary.
- (d) For the purpose of this Lease:
 - (i) "Environmental Laws" means any law, by-law, order, ordinance, ruling, regulation, certificate, approval, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction: (i) relating to pollution or the protection of human health or the environment (including workplace health and safety); (ii) dealing with filings, registrations, emissions, discharges, spills, releases or threatened releases of Hazardous Substances or materials containing Hazardous Substances; and/or (iii) regulating the import, storage, distribution, labelling, sale, use, handling, transport or disposal of a Hazardous Substance; and
 - (ii) "Hazardous Substance" means any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste,

and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any Environmental Law.

17. Defaults -

(a) If any of the following shall occur:

- (i) if any Rent, Additional Rent or other sums due hereunder are not paid within five (5) days after notice is given by Suncor to the Tenant of such non-payment;
- (ii) if the Tenant fails to observe or perform any of the covenants, provisions, conditions, and other terms herein to be observed and performed by the Tenant, and such non-observance or non-performance continues for fifteen (15) days after notice is given by Suncor to the Tenant requiring that the Tenant rectify the breach, provided that if such breach cannot be cured within the said fifteen (15) day period through no fault of the Tenant, then the Tenant shall not be in default if it shall have commenced curing the said breach within the fifteen (15) day period and be proceeding diligently and continuously to the completion thereof;
- (iii) the Tenant becomes bankrupt or insolvent under the provision of any Act at the time in force for bankrupt or insolvent debtors or makes any assignment for the benefit of or proposal to creditors;
- (iv) the term hereof or any goods or chattels of the Tenant are seized or attached by or on behalf of any creditor;
- (v) the Tenant abandons the Leased Premises during the Term without Suncor's written consent, or the Tenant does or permits anything causing cancellation or threat of cancellation of Suncor's insurance on the Leased Premises;
- (vi) the Leased Premises are rendered unfit for use, in the opinion of Suncor or any governmental authority, by reason of fire, health or other casualty where such fire, health reason or other casualty was caused by the acts or omissions of the Tenant, its servants, agents, employees, or representatives;
- (vii) the Tenant assigns, sublets, charges, mortgages or parts with possession of the Leased Premises, or any part thereof, without the prior written consent of Suncor; or
- (viii) the Tenant fails to comply with any federal, provincial or municipal statutes, laws, bylaws, ordinances, regulations or orders including the requirements of any insurance underwriters applicable to the Leased Premises,

then, and in every such case, Suncor may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option exercise all or any of the following remedies:

- (I) Suncor may perform any obligation which the Tenant should have performed or cause the same to be performed, and for such purpose may enter upon the Leased Premises and do such things thereon as Suncor considers requisite without effecting a termination of this Lease;
- (II) Suncor may enter the Leased Premises and distrain upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and Suncor may seize and sell the goods and chattels and the equipment, whether they are within the Leased Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained upon in the Leased Premises, and Suncor may follow the goods and chattels for the maximum period permitted by law, and any sale by Suncor may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
- (III) Suncor may remove the goods, chattels, equipment and fixtures of the Tenant from the Leased Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant;

10(b)

- (IV) Suncor may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that Suncor may have exercised any of its other remedies. If Suncor enters the Leased Premises without notice to the Tenant as to whether it is terminating this Lease under this subsection or any other provision of this Lease, the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until Suncor notifies the Tenant that it has elected to terminate this Lease. No entry by Suncor during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
 - (V) Suncor shall be entitled to damages from the Tenant for breach of this Lease; and
 - (VI) at the option of Suncor, the full amount of the current month's Rent (and, if applicable Additional Rent) and the next ensuing three (3) months' Rent (and, if applicable Additional Rent) shall accelerate and shall immediately become due and payable.
- (b) Notwithstanding the provisions of any Act then in force to the contrary, the Tenant covenants that none of the goods and chattels of the Tenant at any time upon the Leased Premises shall be exempt from levy by distress for rent in arrears and the Tenant waives the benefit of all and every exemption that might have accrued to the Tenant under the provisions of any Act then in force to that effect, but for the above covenant.
 - (c) If during the Term of this Lease the Tenant has been in default on one or more occasions in respect of any provision of this Lease to which Section 16 applies, and Suncor has given notice to the Tenant on each occasion of the default, in the event of a subsequent default in respect of that provision Suncor shall not be required to give a notice of default and, notwithstanding the remedying of the default, shall have the right to terminate this Lease forthwith upon giving notice to the Tenant.

18. Insurance -

- (a) The Tenant will obtain, keep in force and provide Suncor with evidence of the following insurance:
 - (i) Comprehensive General Liability Policy for loss or damages resulting from bodily injury, including death at any time resulting therefrom, and for the loss of or destruction to property, including the loss of use thereof, with a minimum inclusive limit of \$5,000,000 regardless of the number of claims arising from any one occurrence. Such General Liability Policy shall be extended to cover products and completed operations and Leased Premises arising out of the operations of the Tenant and pertaining to the Tenant's business whether conducted at or away from the Leased Premises;
 - (ii) "All Risks" Property Damage Policy covering liability assumed by the Tenant under the Lease for damage to equipment owned by Suncor against loss by all risks including fire, smoke, explosion, water escape, vandalism and impact by vehicles regardless of ownership or who is operating the vehicle, such insurance to be for replacement cost which will be provided to Suncor on an annual basis. Such Policy will contain a loss payable clause in favour of Suncor and the Tenant jointly;
 - (iii) Any other insurance as Suncor reasonably requires from time to time in amount and for insurable risks which a prudent Tenant would protect itself covering the Tenant's equipment.
- (b) The Tenant shall supply certificates of insurance to Suncor evidencing the above coverages, within thirty (30) days of execution of the Lease, and in any event prior to taking possession of the Leased Premises, and proof of annual renewals thereafter, or at any time when requested by Suncor. The Tenant acknowledges and agrees it will not be able to take possession of the Leased Premises, for any reason whatsoever, unless such certificates of the required insurance policies are provided to and received by Suncor.
- (c) All liability insurance policies shall name Suncor as an additional insured.

- (d) All insurance policies shall be suitably endorsed to the effect that Suncor must be given thirty (30) days' prior written notice by the insurers in the event of material change or cancellation.
 - (e) Suncor, its contractors, agents and employees shall not be liable for any death, injury, or damage to or loss of property of, the Tenant or its employees, agents or invitees occurring in or about the Leased Premises, whether or not such death, injury, damage or loss resulted from the act, omission or negligence of Suncor its contractors, agents or employees or other persons for whom it may be responsible. All property of the Tenant on the Leased Premises shall be at the risk of the Tenant only and Suncor shall have no obligation with respect to security or protection of any such property.
19. Quiet Enjoyment - Subject to the provisions of this Lease, Suncor covenants with the Tenant for quiet enjoyment.
 20. Tenant Not Agent of Suncor - The Tenant is a corporation and neither it nor its employees shall be deemed to be nor represent themselves as employees, agents or representatives of Suncor for any purpose under this Lease nor undertake any obligation in the name of Suncor. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties. Suncor is not responsible in any way for acts or omissions of the Tenant, its servants, agents, employees or representatives.
 21. Damage, etc. - The Tenant will immediately advise Suncor of any damage or unsafe condition existing on or relating to the Leased Premises. The Tenant shall be responsible and liable for all and any kind of damages suffered by the Leased Premises and its equipment however caused, with or without the negligence, fault, or participation on the part of Tenant, its employees, agents or representatives, including but not limited to any environmental costs or damages.
 22. Termination on Expropriation - Should either all or any part of the Leased Premises be expropriated and should such expropriation, in Suncor's opinion, materially affect the Use being carried on the Leased Premises, Suncor may terminate the Lease on thirty (30) days' prior written notice to the Tenant.
 23. Indemnity:
 - (a) Suncor shall not be responsible in any way for and the Tenant will fully indemnify and hold Suncor harmless with respect to any and all claims, loss or liability arising out of or in any way connected with the management, operation, condition, maintenance, possession or use of the Leased Premises including but not limited to, injury to or death of persons or damage to property arising as a result of any act or omission of the Tenant, its servants, agents, employees, representatives or caused by the Tenant's use and occupation thereof, it being expressly recognized that the Tenant is carrying on business for its own account.
 - (b) The Tenant shall be responsible for repairing and replacing damage to all of its buildings (if any), improvements, fixtures and any equipment, irrespective of the cause of such damage, save and except reasonable wear and tear;
 - (c) Suncor shall not be liable for any damage to or loss of the Tenant's property by reason of theft, fire, water, power failure, accident or any other cause whatsoever whether similar to dissimilar to the foregoing.
 24. Overholding - In the event that the Term shall expire without extension and the Tenant shall continue to occupy the Leased Premises after the expiration of the Term without any further written agreement and without written objection by Suncor on the first day of such overholding term, the Tenant shall be a tenant upon and subject to the provisions and conditions herein contained including Rent in an amount equal to the amount payable with respect to the last month immediately preceding the expiration of the Term together with Additional Rent and any other charges payable by the Tenant hereunder, but except as to the length of tenancy. Notwithstanding anything to the contrary contained in this Lease, including, without limitation, the terms of any early termination rights, such overholding tenancy shall be terminable by Suncor upon not less than thirty (30) days written notice.
 25. Interpretation -
 - (a) If two (2) or more persons, whether individuals or corporations, execute this Lease as the Tenant, all covenants and obligations on the part of the Tenant hereunder shall be the joint and several covenant and obligations of each and all of them.

10(b)

- (b) All covenants, terms, agreements, provisos and conditions hereinbefore contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Words imparting either gender or firms or corporations shall include persons of the other gender or firms or corporations, as applicable.
26. Notices - All notices hereunder shall be in writing and may be given to the Tenant by personal service to the address on the first page of this Lease and to Suncor at the address on the first page of this Lease or to either the Tenant or Suncor by letter or facsimile or electronic mail, and, in such cases, shall be deemed given and received (unless postal or facsimile or electronic mail service is suspended) on the fifth business day after the letter is deposited in the mail or the facsimile is transmitted or postage or charges prepaid, and addressed to the party for whom intended at such party's address herein specified or at such other address as may be substituted therefor by proper notice.
27. Goodwill - The Tenant will make no claim against Suncor for the payment of goodwill upon vacating the Leased Premises or upon expiration or termination of this Lease.
28. No Waiver - No acceptance of rent subsequent to any breach or default, nor any condoning, excusing or overlooking by Suncor on previous occasions of breaches or defaults or other rights which Suncor has exercised, shall be taken to operate as a waiver of any of the covenants, terms, agreements, provisos or conditions herein contained or in any way defeat or affect the rights of Suncor.
29. Severability of Covenants - Any covenant, term, agreement, proviso or condition of the Lease which may in any way contravene the applicable laws, rules or regulations of any jurisdiction in which the Leased Premises are located shall be deemed severable and of no force or effect and shall not affect the validity of any other covenant, term, agreement, proviso or condition of the Lease.
30. Entire Agreement - The parties agree that there are no conditions, representations or warranties expressed or implied in respect of the subject matter herein other than those contained in the Lease or in any other written agreement executed and in force between the parties.
31. Registration - The Tenant agrees not to register this Lease or any notice thereof, in any Registry or Land Titles office.
32. Further Assurances - The parties agree to do or cause to be done, from time to time, all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as may be necessary or desirable to carry out the provisions and intention of this Lease.
33. Acceptance - The parties accept the Lease and the covenants, terms, agreements, provisos and conditions stated herein or hereinafter set forth.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SUNCOR ENERGY INC.

Per:

Daniel P. Sorochan - Senior Vice-President
Refining and Product Supply

I have read over the above Lease and fully understand the terms and provisions contained herein.

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

Per:

Name: _____
Title: _____

I/We have authority to bind the Corporation.

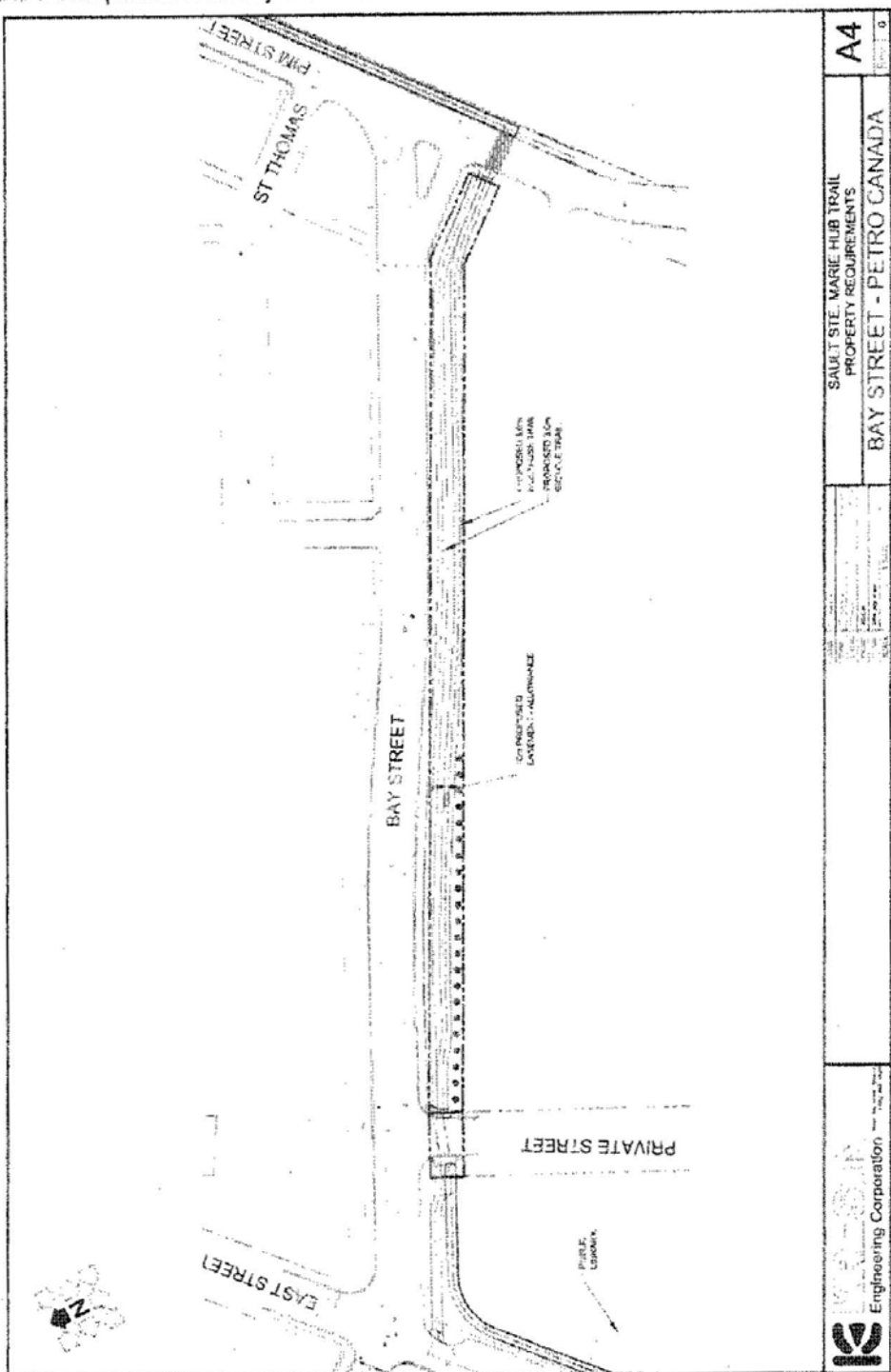
Per:

Name: _____
Title: _____

10(b)

SCHEDULE "A"
PLAN OF LEASED PREMISES

This Schedule is attached to and made part of a Lease dated the 10th day of March, 2010, between Suncor Energy Inc. and The Corporation of the City of Sault Ste. Marie.



SCHEDULE "B"

MAINTENANCE SCHEDULE

This Schedule is attached to and made part of a Lease dated the 10th day of March, 2010, between Suncor Energy Inc. and The Corporation of the City of Sault Ste. Marie.

The responsibilities of the Tenant with respect to the repair and maintenance of the Leased Premises are generally summarized below. It is agreed by the Tenant and Suncor that the Tenant's specific obligations with respect to repair and maintenance shall be determined in accordance with the provisions of the Lease.

1. Yard & Fences

- i. Repair damaged asphalt or concrete pavement caused by any act, omission or the carelessness of the Tenant or its servants, agents, employees or representatives.
- ii. Remove refuse and debris.
- iii. Repair damage to fences.
- iv. Maintain grassed and landscaped areas. Replace sod, plants and shrubs, as required.

2. Snow & Ice Removal

- i. **Keep the bike/walkway free from snow and ice in accordance with municipal regulations.**

3. Safety

- i. Maintain and replace as required all regulatory signs and notices required by Suncor and regulatory authorities.

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-107

AGREEMENTS: (E.3.4.) A by-law to authorize a contract between the City and Boyer Construction for the reconstruction of South Market Street from Boundary Road to Chambers Avenue. (Contract 2010-3E).

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" hereto dated the 31st day of May, 2010 and made between the City and Boyer Construction for the reconstruction of South Market Street from Boundary Road to Chambers Avenue (Contract 2010-3E).

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 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK – MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski

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(c)

SCHEDULE "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2010-3E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 31st day of May in the year 2010 by and between 1531161 Ontario Inc., O/A Boyer Construction 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:

RECONSTRUCTION OF SOUTH MARKET STREET CONTRACT 2010-3E

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.

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: 1531161 Ontario Inc.
O/A Boyer Construction
53 Gran Street
Sault Ste. Marie, ON P6A 5K9

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 - JOHN ROWSWELL

(seal)

~~CITY CLERK - MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2010-100**

LICENSING: (L.3.1.) A by-law to prohibit vendors from locating on or near the Buskerfest grounds on Queen Street from East Street to Brock Street.

1. VENDORS PROHIBITED

Despite the provisions of By-laws 3306 and 84-196, during August 6, 7 and 8, 2010 vendors licensed under those by-laws shall not locate on or near the Buskerfest grounds on Queen Street 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 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK - MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski

DH Bylaws\2010\2010-100\Buskerfest – Prohibiting Vendors.doc

NOTICE

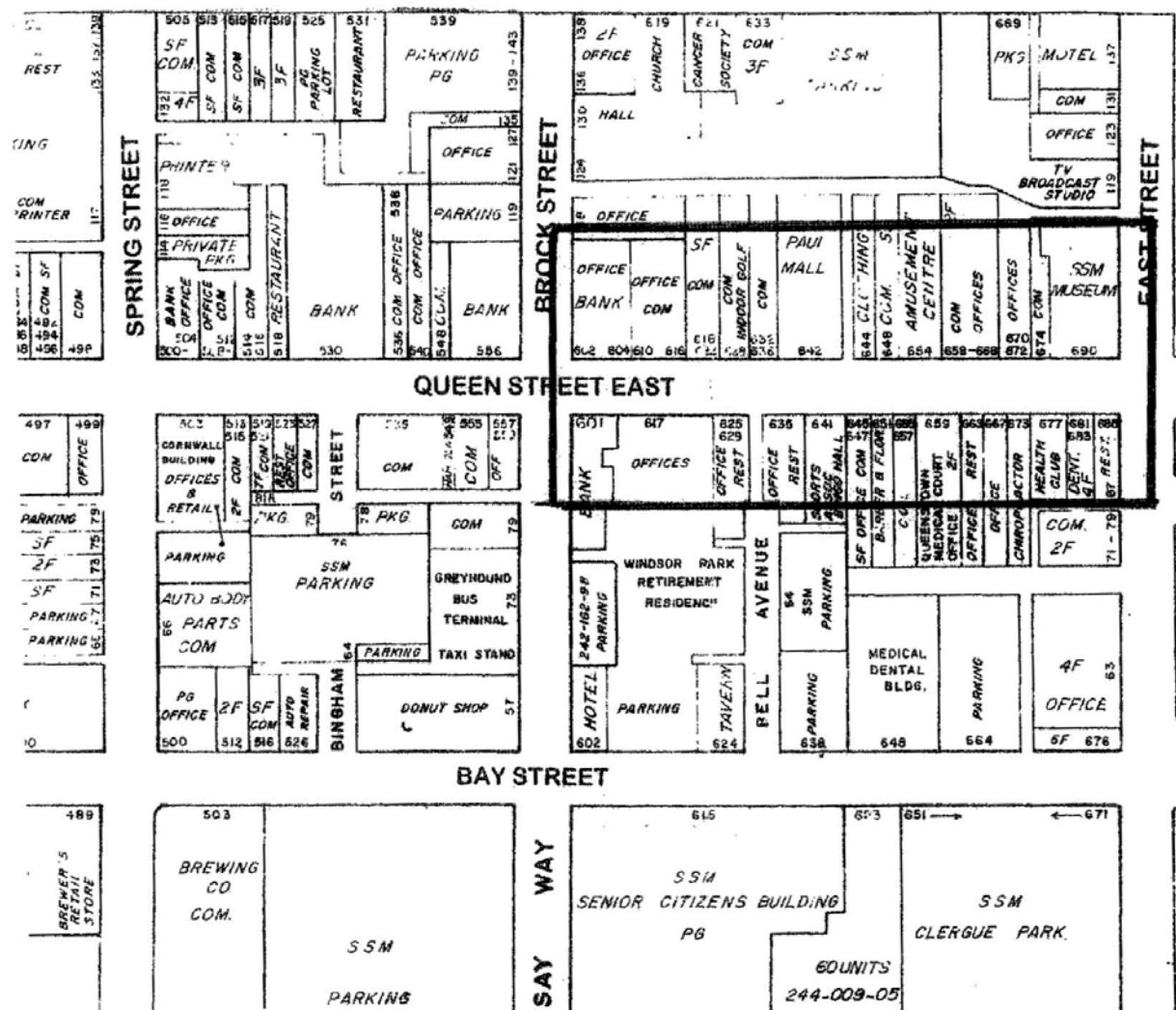
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CITY SOLICITOR

10(d)

SCHEDULE "A"
to
By-law 2010-100

Vendors are prohibited from locating on or near the Buskerfest grounds in the area of Queen Street East from East Street to Brock Street more particularly shown below and marked in heavy outline.



10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-105

MANAGER OF COMMUNITY CENTRES AND MARINE FACILITIES OR A DESIGNATE: (L.5.2.) A by-law to authorize the Manager of Community Centres and Marine Facilities or a designate to sign standard agreements between the City and users of City arenas.

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

1. **MANAGER OF COMMUNITY CENTRES AND MARINE FACILITIES OR A DESIGNATE**

- (i) The Manager of Community Centres and Marine Facilities or a designate is hereby authorized for and in the name of the Corporation to execute the standard Facility User Agreement in the form of Schedule "A" to this by-law.
- (ii) The Manager of Community Centres and Marine Facilities is further authorized to make minor variations from this standard form agreement to suit the needs of the particular user.

2. **SCHEDULE "A"**

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

3. **BY-LAW 86-88 IS REPEALED**

By-law 86-88 is hereby repealed.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2010.

MAYOR - JOHN ROWSWELL

~~CITY CLERK - MALCOLM WHITE~~
Deputy City Clerk - Rachel Tyczinski

THIS AGREEMENT made in duplicate the << day of month>> day of<<month>>, 20<<YR>>.

B E T W E E N:

The Corporation of the City of Sault Ste. Marie

hereinafter called the "City"

- and - <<Legal Name of Entity Here>>

hereinafter called the "User Group"

for the purpose of <<Name of Event>>hereinafter called the "Event"

WHEREAS the City and the User Group have come to an agreement in respect to the use by the User Group of the <<Facility Name>>.

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenant and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

General

1. The City, in consideration of the fees and covenants hereinafter expressed, hereby grants a Permit to the User Group for the use of the <<Facility Name>> <<Area>> for the term commencing at: <<Time>><<Date>>and terminating at: <<Time>><<Date>>.
2. The Manager of Community Centres is authorized to give and receive all notices on behalf of the City. Notice to the User Group may be given by mailing to its address as shown herein, or to the agent herein designated:
3. User Group's/Agent's Address:

<<Name of User Group>>
 << c/o User Group's Contact>>
 << Street Address>>
 <<City>> <<Prov/ State>> <<Zip/Postal Code>>
4. The User Group hereby agrees to make no changes in the building or grounds without the prior consent of the City.
5. The User Group agrees to take all precautions to protect the floor of the arena, and to plank same for heavy weights, if in the opinion of the Manager it is necessary, and to supply earth, sawdust, or any other material necessary and to remove same, all at the expense of the User Group.
6. During the period above-mentioned, the User Group shall have the use of the said building and such use and occupation shall not be sole and exclusive but subject to the use by the City to provide the necessary services connected with the heating and

safety of the building as well as to traffic to and from offices during normal business hours, provided, however, that such other use(s) do not unreasonably interfere with User Group's Event.

7. The User Group shall take out and keep in force during the term hereof property damage and personal injury insurance in the amount of **two million dollars (\$2,000,000.00)** to cover potential liability arising from the User Group's use of the facility. The said policy shall list the Corporation of the City of Sault Ste. Marie and its respective employees as additional insured as respects the liabilities assumed herein by the User Group. A copy of this insurance certificate shall be deposited with the Manager of Community Centres prior to the rental period.
8. The User Group shall indemnify and save harmless The Corporation of the City of Sault Ste. Marie and all persons from whom it is in law responsible from any and all liabilities, damages, costs, claims, suits or actions arising out of: any damages to property including loss of use thereof, and any injury to any person or persons, including death resulting at any time therefrom, occasioned by any act or omissions of the User Group, its officers, agents, servants, employees, contractors, or licensees in connection with the Event or occurring in or on the premises or any part thereof arising from or occasioned by any cause whatsoever, except where such damage or injury is due to (a) the act, default or negligence of The Corporation of the City of Sault Ste. Marie, its officers, agents, servants, employees, contractors, customers, invitees or licensees, or (b) any structural or premise-related defects of the Premises.
9. Each party shall further release the other party from all loss, claims, suits and demands arising out of the cancellation or alleged non performance or breach of this agreement due to or arising out of fire, riot, act of God, strike action, or any other cause or circumstances beyond a party's control or unforeseen by a party at the time this agreement was entered into.
10. The User Group agrees that the arena shall be used for the following purpose and no other purpose whatsoever: **<<Event Name>>**
11. The User Group shall furnish and instruct at its own expense, as its employees and agent, special police, if required to properly handle and govern the conduct of persons in attendance.
12. If the City's employees are used by the User Group or if the City has to perform duties of User Group herein, the City shall be reimbursed therefore for expenses incurred.
13. Amounts and contents of the User Group's display advertising materials at the arena shall be at the reasonable discretion of the City.
14. The arena shall be accepted by the User Group as it is and there shall be no rearrangement of existing equipment and fixtures without the prior consent of the City and any costs associated therewith shall be the responsibility of the User Group. Notwithstanding anything contained in this agreement, the premises will be provided in a good state of repair and in compliance with all applicable laws, regulations and

health and safety concerns and other applicable codes and regulations, and City will obtain all building related permits required to operate the Facility.

15. No decorations shall be placed in or on the building, nor shall any devices or signs be supported by any means on walls or woodwork without the prior consent of the City - sets, scenery or other stage properties shall be of flame proof material and confirm with the regulations of the Sault Ste. Marie Fire Service.
16. The City shall furnish heat, light and general cleanup after each activity. The City reserves the right to assess the User Group extra charge for cleanup for those activities, which in the reasonable opinion of the City, involve greater cleanup than would normally be required.
17. The User Group shall, on request of the City, discharge from the premises or promptly remedy any problems with any of its agents or employees and cease any activity which is detrimental to the premises or not in the best interests of the Corporation of the City of Sault Ste. Marie.
18. The User Group shall make all arrangements with the Union business agents of all trades to be employed by it.
19. The User Group shall not assign, transfer or sublet this Permit or its rights, title or interest therein to any other without the City's prior written consent.
20. The User Group shall not interfere with the use of the arena by other User Groups or lessees of the City, provided that reasonable use by the User Group of the arena, pursuant to the terms of this agreement, shall not be deemed to be such interference.
21. The policy of the City is to serve the public in the best possible manner and the User Group agrees that it, its employees and agents shall, at all times, cooperate to this end.
22. The User Group acknowledges that the City has not made nor caused to be made any representations or agreements of any nature concerning this Permit of the User Group's occupancy except as herein stated.
23. This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and successors.

Entertainment Tariffs

24. The City is licensed to collect and submit music tariffs for SOCAN. The User Group shall pay all other entertainment tariffs directly to the applicable group or agency and upon request provide the City with proof of that it has done so. The User Group shall accept complete responsibility for any performance of copyright music and that the City will be in no way responsible for any infringement of copyright which may occur on the premises during the Event.

10(e)

Rent, Expenses, and Settlement

25. The User Group does hire the arena for the above-mentioned term and covenants to pay to the City for rent of the arena for the term as follows: **<<\$Rent>>**, plus HST and expenses, which include but are not limited to advertising, event staff and staging as agreed to in advance by User Group. **<<(See Appendix A) if applicable if not delete>>**
26. **\$<<Deposit>>** of which shall be paid as a deposit at the signing of this agreement. The deposit shall be a guarantee to City of the User Group's occupancy and shall be non-refundable.
27. The User Group agrees to pay to the City the balance of rental and costs immediately upon termination of the said term, or at settlement on the night of the Event.
28. The balance owing to the User Group at settlement will be paid by cheque. The cheque will be prepared the next business day and forwarded by mail or upon request by courier to the User Group.
29. Cash or Cheque advances prior to settlement will not be made prior to the day of the Event. Should the User Group request an advance to be delivered on Event Day, the amount must be mutually agreed upon and the request made no later than 3 business days prior to the Event.

Box Office

30. The City shall have control of distribution of all ticket sales upon direction of the User Group and shall not be required to account to the User Group for the proceeds until settlement of the performance. The City shall be entitled to deduct from such proceeds all rent and other amounts payable up to the amount due by the User Group to the City.
31. It is provided herein that the tickets for certain events held at the Essar Centre shall be subject to a surcharge of **(\$Amount)** per spectator ticket. The surcharge is to be paid to the City. In addition, the price on the printed tickets shall include the surcharge plus any applicable taxes.
32. All tickets and ticket staff shall be administered by the City. All tickets, ticket sellers, ushers, police, ticket-takers and any extras that may be required in connection with the event shall be paid by the User Group, over and above the rental fee.
33. The City shall receive up to **<<Number>>** complimentary tickets for each performance at no cost to the city. The selection of these tickets shall be arranged with the User Group.
34. The User Group agrees to pay all taxes and obtain all licenses in connection with the event and agrees to hold the City harmless from claims of its employees and from payment of any Federal, Provincial, or local taxes incurred by the User Group or resulting from its occupancy.

35. The City will deduct from ticket sales and remit applicable taxes due, such as but not limited to GST, RST, HST.

36. Ticket Pricing Details <<(See Appendix B) if applicable if not delete this>>

Food and Beverage, Novelty and other Retail Sales

37. All program and other concessions are reserved to the City.

38. The City shall be paid the following percentage of program, novelty and souvenir sales: <<amount>>% of gross sales after deduction of all applicable taxes, credit card commissions and bootleg security, if requested, if the User Group handles sales; or <<amount>>% of gross sales after deduction of all applicable taxes, credit card commissions and bootleg security, if requested if the City handles such sales.

39. The sale of alcoholic beverages shall be reserved to the City.

40. The City retains the right to operate the concessions and refreshment stand and the User Group shall not furnish or sell liquid refreshments, food or other concessions in any part of the building except upon prior approval and consent of the City.

41. Release of information:

- 1) Any release of information received by the City in relation to this agreement shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- 2) The User Group, not the City, shall be responsible for the release of any information regarding the distribution and sale of tickets.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

)
) **THE CORPORATION OF THE CITY OF**
) **SAULT STE. MARIE**
)
) **PER:** _____
)
) **Print Name:** _____
)
) **USER GROUP <<Name of User Group>>**
)
) **PER:** _____
)
) **Print Name:** _____

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2010-29

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 170 to the Official Plan (Rennison).

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

1. The Council hereby adopts Amendment No. 170 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 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK – MALCOLM WHITE~~
Deputy City Clerk - Rachel Tyczinski

staff/on/zoning/OPby-laws/2010-29

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CITY SOLICITOR

**AMENDMENT NO. 170
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:

The rear 150m of Section 6, part of the NW 1/4, located on the east side of Town Line approximately 194m south of it's intersection with Base Line. Civic no. 506 Town Line.

BASIS:

This Amendment is necessary in view of a request to permit a well driller's Contractor's Yard, and the sale/rental of freight containers on the subject property.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

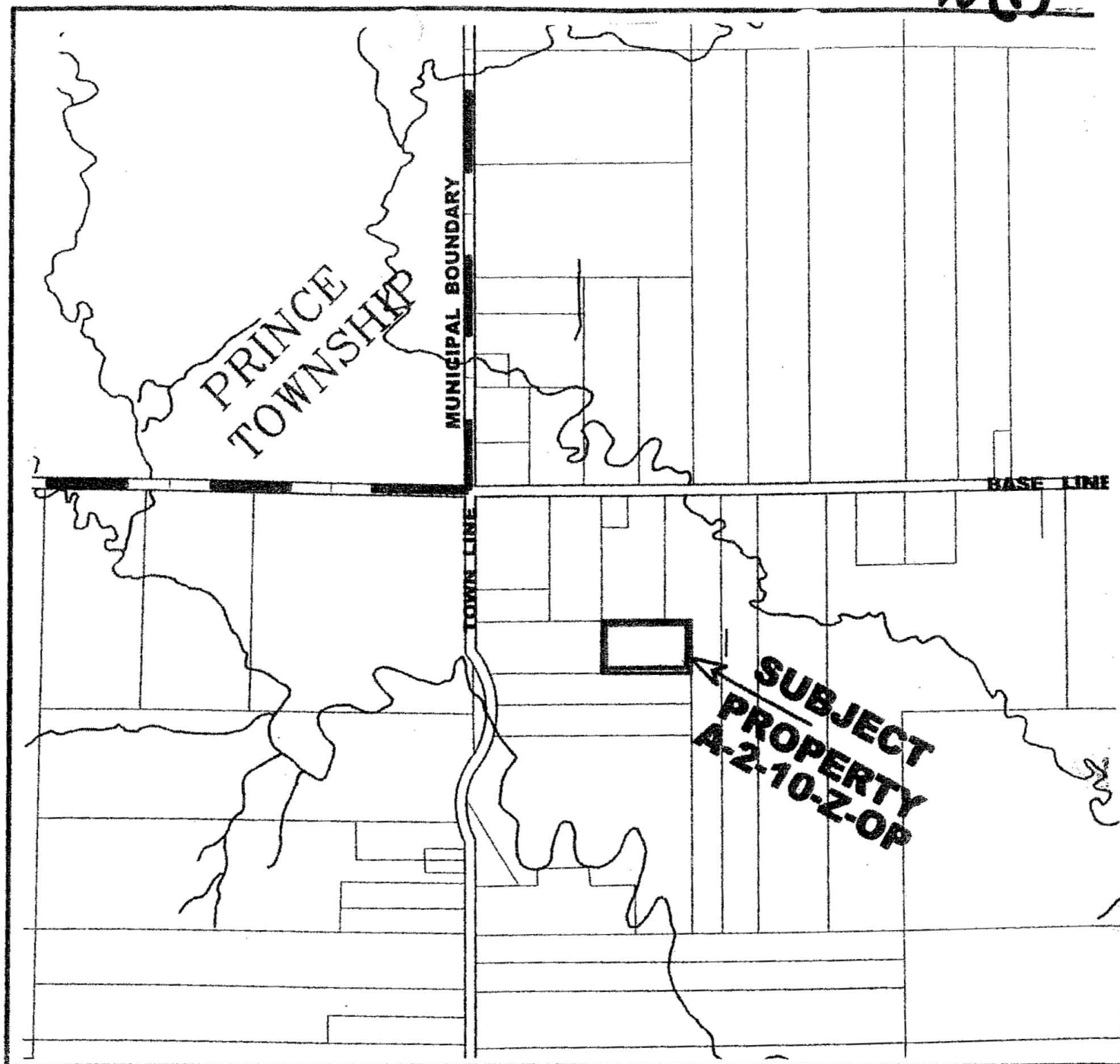
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

116. Notwithstanding the Rural Area policies of the Official Plan, lands described as the rear 150m of Part of Section 6, NW 1/4, located on the east side of Town Line approximately 190m south of it's intersection with Base Line. Civic no. 506 Town Line. may be used for a Contractor's Yard supporting a well driller, and for the sale/rental of freight containers.

INTERPRETATION:

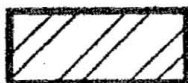
The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



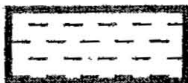
INDUSTRIAL



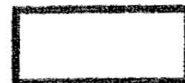
PARKS
RECREATIONAL



COMMERCIAL



INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 170



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-109

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 172 to the Official Plan (Pepin).

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

1. The Council hereby adopts Amendment No. 172 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 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK – MALCOLM WHITE~~
Deputy City Clerk - Rachel Tyczinski

staff/on/zoning/OPby-laws/2010-109

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CITY SOLICITOR

**AMENDMENT NO. 172
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 policies of the Official Plan.

LOCATION

Section 21, SE1/4 Pt, located on the southeast corner of Maki Road and Avery Road. Civic no. 165 Avery Road.

BASIS

This Amendment is necessary in view of a request to permit the creation of 7 new lots for rural residential purposes.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

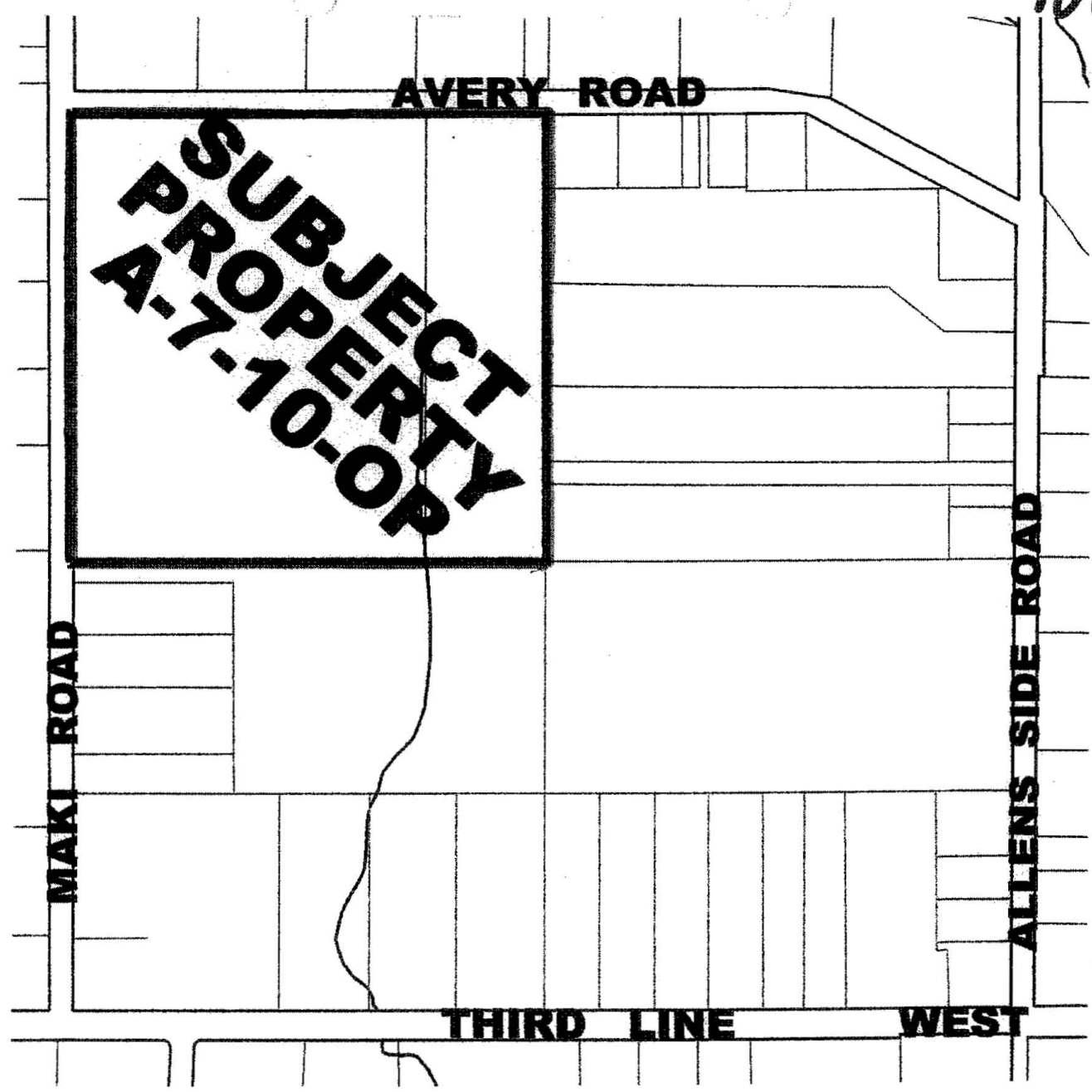
"Special Exceptions"

117. Notwithstanding the Rural Area policies of the Official Plan, lands described as Section 21, SE1/4 Pt, located on the southeast corner of Maki Road and Avery Road, civic no. 165 Avery Road may be used to create 7 rural residential lots.

INTERPRETATION

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

10(9)



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



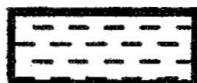
INDUSTRIAL



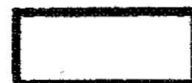
PARKS
RECREATIONAL



COMMERCIAL



INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 172



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-106

STREET ASSUMPTION: a by-law to assume for public use and establish as a public street the 1' reserve being Block 8 on Plan 1M-518.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 11(1) and 31(1) of the Municipal Act, S.O. 2001, c.25 thereto ENACTS as follows:

1. **STREET ESTABLISHED AND ASSUMED**

The part of a street more particularly described as:

Village Court
PART OF PIN: 31515-0243 (LT)
BLK 8 PL 1M518 ST. MARY'S
SAULT STE. MARIE

is hereby established as a public street and is assumed for public use.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2010.

MAYOR - JOHN ROWSWELL

~~CLERK - MALCOLM WHITE~~
Deputy City Clerk - Rachel Tyczinski

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CITY SOLICITOR

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-99

TAXES (T.1.3) and (T.1.2): A by-law to amend By-laws 2006-204 and 96-59.

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

1. **BY-LAW 2006-204 AMENDED**

The interest rate specified in By-law 2006-204 is hereby amended by repealing "one percent (1%)" and inserting "one and one-quarter percent (1 ¼%)".

2. **BY-LAW 96-59 AMENDED**

Section 1 of By-law 96-59 is hereby amended by repealing "Thirty Dollars (\$30.00)" and inserting "Fifty Dollars (\$50.00)".

3. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CLERK – MALCOLM WHITE~~
Deputy City Clerk - Rachel Tyczinski

DH Bylaws\2010\2010-99 User Fee Amendment

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CITY SOLICITOR

106j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-101

TAXES: (T.1.4.) being a by-law to provide for the adoption of recovery percentage for the 2010 taxation year.

WHEREAS Section 330 of The Municipal Act, 2001 S.O. 2001, c. 25 as amended provides that the Council of a local municipality may pass a by-law to establish recovery percentages for the 2010 Taxation Year.

Therefore the Council of the Corporation of the City of Sault Ste. Marie pursuant to the Municipal Act, as amended ENACTS as follows.

1. **RECOVERY PERCENTAGES**

The Municipal recovery percentages set out below are hereby adopted.

<u>Property Tax Class</u>	<u>Tax Recovery</u>	<u>Decrease Retained</u>
Commercial	4.7253%	95.2474%
Industrial	0.6594%	99.3406%
Multi-Residential	26.7999%	73.2001%

2. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2010.

~~_____
MAYOR - JOHN ROWSWELL~~

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CITY SOLICITOR

~~CITY CLERK - MALCOLM WHITE~~
Deputy City Clerk - Rachel Tyczinski

10CK)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-102

TAXES: (T.1.4.) A by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial and multi-residential Property Classes.

WHEREAS The Corporation of the City of Sault Ste. Marie (hereinafter referred to as "The Municipality" may, in accordance with Section 329.1 of the Municipal Act, 2001, S.O. 2001 c. 25, as amended (hereinafter referred to as "The Act") modify the provisions and limits set out in Section 329 of The Act, with respect of property in the commercial, industrial and multi-residential property class;

AND WHEREAS The Municipality must similarly modify the provisions and limits set out in Section 332 of The Act with respect to the "tenant cap" calculations;

AND WHEREAS this by-law shall only apply to properties in any of the commercial industrial and multi-residential property classes to which Part 1X of the Act applies;

Pineapple

AND WHEREAS "uncapped taxes" means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of Part 1X of The Act.

AND WHEREAS the Council may pass a by-law to apply any one or any combination of the following options:

- a. Increase the annual cap up to a maximum of 10% of last year's capped taxes; and/or
- b. Set an upper limit on annual increase at the greater of the amount calculated under (a) and up to 5% of the previous year's annualized CVA tax; and/or
- c. Up to a maximum \$250 threshold may be set for increasing properties, decreasing properties or both;

AND WHEREAS a by-law passed to adopt the provisions of Subsection 329.1 of the Act and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the commercial, industrial and multi-residential property classes;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby enacts as follows:

1. **THAT** paragraphs 1, 2 and 3 of Subsection 329.1 (1) of the Act shall apply to the commercial, industrial and multi-residential property classes for 2010.
2. In determining the amount of taxes for municipal and school purposes for the year under Subsection 329(1) and the amount of the tenants cap under Subsection 332(5), ten per cent (10%) shall be used, instead of 5 per cent (5%) in:
 - (a) Determining the amount to be added under paragraph 2, Subsection 329 (1), and
 - (b) Increasing under paragraph 2 of Subsection 332 (5) the amount calculated under Paragraph 1 of that Subsection.

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CITY SOLICITOR

100k)

3. The amount of the taxes for municipal and school purposes for a property for the taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under Section 329, as modified under Section 329.1 of The Act and this by-law, by two-hundred and fifty dollars (\$250 00).
4. The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the taxes for municipal and school purposes for the year if the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under Section 329, as modified under Section 329.1 of The Act and this by-law exceed the uncapped taxes, by two-hundred and fifty dollars (\$250.00) or less.
5. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK – MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski

1001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-108

TEMPORARY STREET CLOSING: (S.2.) A by-law to authorize the temporary street closing of South Market from Boundary Road to Chambers Avenue between June 1, 2010 to October 31, 2010 for road reconstruction.

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

1. **TEMPORARY CLOSING OF SOUTH MARKET FROM BOUNDARY ROAD TO CHAMBERS AVENUE**

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of South Market Street from Boundary Road to Chambers Avenue between June 10, 2010 to October 31, 2010 for road reconstruction.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK – MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-30

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 regarding lands located at Civic No. 506 Town Line (Rennison).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. **SECTION 2(257) OF BY-LAW 2005-151 REPEALED AND RE-ENACTED**

Section 2(257) of By-law 2005-151 as enacted by By-law 2008-4 is repealed and replaced with the following Subsection 2(257):

"2(257) 1661 Base Line Road and rear of 506 Town Line Road:

Despite the provisions of By-law 2005-150, the lands located at 1661 Base Line Road and the rear 150m of 506 Town Line Road and shown outlined and marked "subject property" on the subject property map attached is Schedule 257 hereto is changed from R.A., Rural Area Zone to R.A.S., Rural Area Zone with a "special exception" to permit in addition to the uses permitted in a Rural Area Zone, the following uses:

1. a contractor's yard supporting a well driller; and
2. the sale and rental of freight containers subject to the following special provisions:
 - (i) no part of the additional permitted uses may expand to a setback distance less than 76m from the south limit of Base Line Road, and
 - (ii) with respect to the southerly 93m of the subject property the vegetation existing on the date of the passing of this by-law shall be maintained within a 15m buffering strip along the west portion of the southerly 93m of the subject property."

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 170.

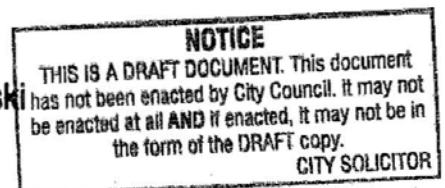
PASSED in Open Council this 31st day of May, 2010.

MAYOR – JOHN ROWSWELL

~~CITY CLERK – MALCOLM WHITE~~

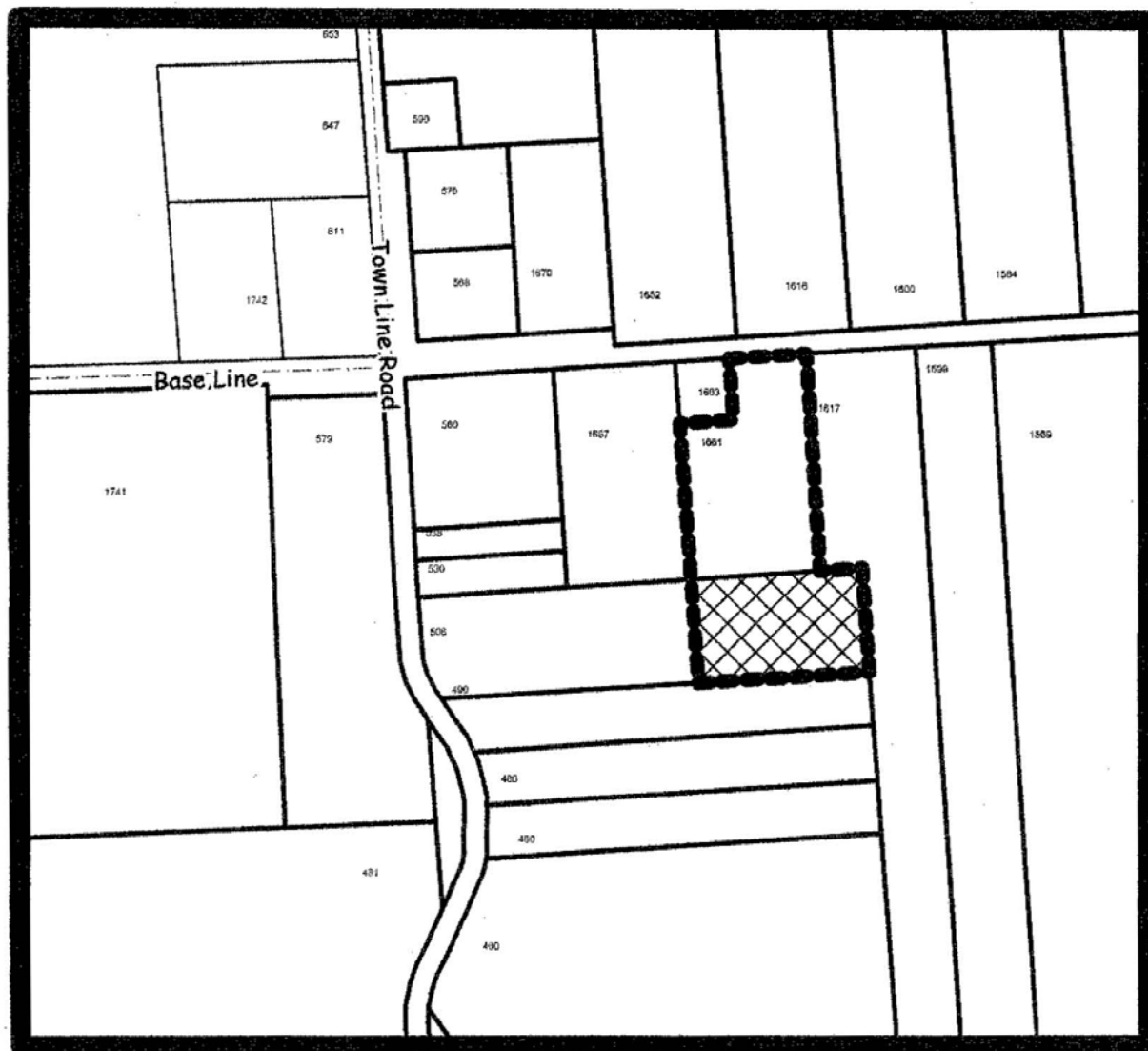
Deputy City Clerk - Rachel Tyczynski

/on/zoning/by-laws/spec.exception/op/2010-30



10(m)

SCHEDULE "A" TO BY-LAW 2010-30 AND SCHEDULE 257 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 31ST DAY OF MAY, 2010.



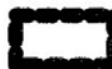
AREA OF SPECIAL EXCEPTION S-257

1661 BASE LINE

Reference Application A-2-10-Z-OP

Legend

 Area Added to Special Exception S-257

 Total Area of Special Exception S-257



Metric Scale
1 : 5000

Maps
520 & 2-20