

AGENDA
REGULAR MEETING OF CITY COUNCIL
2011 02 22
4:30 P.M.
COUNCIL CHAMBERS

1. **ADOPTION OF MINUTES**

Mover: Councillor T. Sheehan

Second: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2011 02 07 and Special Council Meeting of 2011 02 12 be approved.

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

3. **APPROVE AGENDA AS PRESENTED**

Mover: Councillor S. Myers

Second: Councillor M. Bruni

Resolved that the Agenda for the 2011 02 22 City Council meeting as presented be approved.

4. **DELEGATIONS/PROCLAMATIONS**

- a) Mike Delfre and Lori Amendola, Easter Seals Telethon Co-Chairs will be in attendance concerning Proclamation – Easter Seals Month.
- b) Kaytee Headrick, Community Connections Coordinator, Northeast Ontario Region will be in attendance concerning Proclamation – Kidney Health Month.
- c) Paul Shamess, Electrical Safety Authority will be in attendance concerning agenda item 5.(o).
- d) Lise Joyal, President – Le Centre Francophone de Sault Ste. Marie and Paul de la Riva – Conseil Scolaire Catholique de Nouvel - Ontario will be in attendance concerning agenda item 5.(c).

- e) Bill Therriault, Coordinator – Transportation Infrastructure Initiative will be in attendance concerning agenda item 5.(d).
- f) Departmental Presentations – Finance, Social Services

PART ONE – CONSENT AGENDA

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that all the items listed under date 2011 02 22 - Part One - Consent Agenda be approved as recommended.

- a) Correspondence from AMO and MPAC is attached for the information of Council.
- b) Correspondence from DigNorth is attached for the information of Council.
- c) Correspondence from Le Centre Francophone de Sault-Sainte-Marie is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the City of Sault Ste. Marie supports the Francophone School Community Project as a project deserving of funding from Infrastructure Ontario as this project will greatly benefit the City and will strengthen Sault Ste. Marie's Francophone community.

- d) Correspondence from Bill Therriault is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the Proposal – SSM Transportation Infrastructure Requirements dated 2011 02 22 be accepted and the recommendations that a Sault Ste. Marie Transportation Infrastructure Steering Committee be struck with the membership outlined in the proposal and that the activities and initiatives of this committee be funded from the Huron Central Railway strategy surplus (approx. \$200,000) be approved; and
Further Be It Resolved that the committee begin work immediately on the top priority – Deep Water Port by officially engaging Essar Steel Algoma in this initiative.

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

1) on Lake Street (lower) from Queen Street to Bellevue Park entrance in conjunction with the Sault Dragon Boat Festival (June 11th).

The relevant By-law 2011-34 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

f) **Staff Travel**

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Chief Administrative Officer dated 2011 02 22 concerning Staff Travel Requests be approved as requested.

g) **Extension of Tender for Seasonal Security (2010CT01)**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the Report of the Manager of Purchasing, dated 2011 02 22, be endorsed and that the tender extension for the 2011-2012 Seasonal Security, required by various City Departments, be accepted as recommended.

h) **Inaugural Kiwanis Invitational Walleye Tournament – July 8-10, 2011**

A report of the Financial Analyst is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of Financial Analyst dated 2011 02 22 concerning 2011 Application for Financial Assistance – Kiwanis Invitational Walleye Algoma Art Society be accepted and the recommendation to waive boat launch fees for this event be approved.

i) **2011 Application for Financial Assistance: Algoma Art Society**

A report of the Financial Analyst is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the Financial Analyst dated 2011 02 22 concerning 2011 Application for Financial Assistance – Algoma Art Society be accepted and the recommendation to deny the application be endorsed.

j) **Essar Centre Private Suites – Five Year Leases**

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Commissioner of Community Services dated 2011 02 22 concerning Essar Centre Private Suites – Five Year Leases be accepted and the recommendation to increase the annual licence fee for an eight seat suite to \$9,500. plus taxes with suites with more than eight seats being increased on an equivalent pro-rated basis be approved.

k) **Request for Financial Assistance for National/International Sports Competitions – Richard MacLennan – Speed Skating**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Manager Recreation and Culture dated 2011 02 22 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$200.00 grant to Richard MacLennan be approved.

l) **2010 Annual Fee Report – Proposed Fee Changes and Changes to the Building By-law 2008-148**

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Chief Building Official dated 2011 02 22 concerning 2010 Annual Fee Report – Proposed Fee Changes and Changes to the Building By-law 2008-148 be received as information.

m) **Solar Photovoltaic System at West End Community Centre**

A report of the Commissioner Engineering and Planning Department is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Commissioner Engineering and Planning Department dated 2011 02 22 concerning Solar Photovoltaic System at West End Community Centre be received as information.

n) **Great Lakes Sustainability Fund**

A report of the Municipal Services Engineer is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the Municipal Services Engineer dated 2011 02 22 concerning Great Lakes Sustainability Fund be received as information.

o) **City Renewal of the Continuous Safety Services Agreement with the Electrical Safety Authority**

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

The relevant By-law 2011-31 is listed under Item 10 of the agenda will be read with all other by-laws listed under that item.

p) **Request to Expand the Business Improvement Area**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Corporate Council dated 2011 02 22 concerning Request to Expand the Business Improvement Area be received as information.

q) **Prohibition Against the Feeding of Raccoons**

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Corporate Council dated 2011 02 22 concerning Prohibition Against the Feeding of Raccoons be received as information.

r) **Outstanding Council Resolution Regarding Graffiti**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Corporate Council dated 2011 02 22 concerning Outstanding Council Resolution Regarding Graffiti be received as information.

s) **Acquisition of Property From 2057597 Ontario Limited – Southeast Corner of Great Northern Road and Third Line – Hub Trail**

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

The relevant By-law 2011-33 is listed under Item 10 of the agenda will be read with all other by-laws listed under that item.

t) **Controlling the Use of Jake Brakes and Disposal of Refuse on Allen's Side Road**

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2011 02 22 concerning Controlling Jake Brakes and Disposal of Refuse on Allen's Side Road be accepted and the recommendation to request Police Services to monitor the area for use of Jake Brakes and garbage being thrown on the right of way be approved.

u) **Esposito Park Fuel Tank Removal**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Commissioner of Public Works and Transportation Department dated 2011 02 22 concerning Esposito Park Fuel Tank Removal be received as information.

v) **Removal of Traffic Lights at John Street & Bloor St. West Intersection**

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Commissioner of Public Works and Transportation dated 2011 02 22 concerning Removal of Traffic Lights at John Street/Bloor Street West Intersection be accepted and the recommendation to remove the traffic signals at this intersection and to install stop signs on both approaches of Bloor Street West be approved.

w) **Annual Report – Downtown Development Initiative**

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

Mover: Councillor T. Sheehan

Second: Councillor F. Fata

Resolved that the report of the Planning Division dated 2011 02 22 concerning the Annual Report – Downtown Development Initiative be accepted and the Planning Director's Recommendation that City Council accept this report as information on the ongoing implementation of the Downtown Development Initiative, be endorsed.

x) **City of Sault Ste. Marie Celebrate 100! *1912 – 2012***

A report of the Co-Chairs Celebrate 100! Team is attached for the consideration of Council.

Mover: Councillor S. Myers

Second: Councillor T. Sheehan

Resolved that the report of the Co-Chairs Celebrate 100! Team dated 2011 02 22 concerning City of Sault Ste. Marie Celebrate 100! *1912 – 2012* be received as information; and

Further Be It Resolved that City Council approves the Celebrate 100! Team organizational structure; and

Further Be It Resolved that City Council encourages all boards and committees of Council, City departments and community groups and organizations in the City to become involved and consider hosting an event that will showcase the anniversary year 2012, A Year to Celebrate Our Accomplishments of the Last 100 Years.

y) **Sault Ste. Marie Municipal Heritage Committee – Designated Property Grant – Central United Church – 160 Spring Street**

A report of the Chair – Municipal Heritage Committee is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Second: Councillor F. Fata

Resolved that the report of the Chair – Municipal Heritage Committee dated 2011 02 22 concerning Designated Property Grant Central United Church – 160 Spring Street be accepted and the recommendation that Council provide a grant of \$3,000 from the Designated Heritage Property Grant Program for this property be approved.

z) **Parks Canada Plaque Request**

Correspondence from Parks Canada is attached for the consideration of Council.

- z) The relevant By-law 2011-35 is listed under Item 10 of the agenda will be read with all other by-laws listed under that item.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6.(1) ADMINISTRATIVE

(a) Agenda Committee

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the City Clerk dated 2011 02 22 concerning Agenda Committee be accepted and the recommendation that an amendment to the Procedure By-law be prepared to change the composition of the Agenda Committee as outlined in the report be approved.

6.(6) PLANNING

(a) Application No. A-2-11-Z – Sal-Dan Developments Limited – 654 Korah Road

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Planning Division dated 2011 02 11 concerning Application No. A-2-11-Z – filed by Sal-Dan Developments Limited – 654 Korah Road be accepted and the Planning Director's Recommendation that City Council approve this application and rezone the subject property from "R2" (Single Detached Residential) zone to "R3" (Low Density Residential) zone, to permit the construction of a 2-storey semi detached dwelling, be endorsed.

6.(8) BOARDS AND COMMITTEES

a) Police Service Fee Schedule

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Chief of Police dated 2011 02 14 concerning Police Service Fee Schedule be accepted and the amended fee schedule be approved.

b) **911 Central Emergency Reporting Bureau Infrastructure Upgrade**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Chief of Police dated 2011 02 02 concerning 911 Central Emergency Reporting Bureau Infrastructure Upgrade be accepted and the recommendation to replace the required infrastructure at a cost of \$64,030.38 with funding to come from the 2010 Emergency Preparedness budget surplus be approved.

c) **EDF Request – Alternative Energy Retailer Pre-Feasibility Study**

A report of the Acting CEO – Sault Ste Marie Economic Development Corporation is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Acting CEO – Sault Ste. Marie Economic Development Corporation dated 2011 01 31 concerning EDF Request – Alternative Energy Retailer Pre-Feasibility Study be accepted and the recommendation to provide \$5,000 from the 2010 Economic Diversification Fund to support a pre-feasibility study to investigate the possibility of Sault Ste. Marie becoming an alternative energy retailer conditional upon receiving \$5,000 in matching funds from the Community Development Committee be approved.

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

a) Mover: Councillor F. Manzo

Seconder: Councillor L. Turco

Whereas Hazel McCallion has served the City of Mississauga for over 32 years; and

Whereas she has been a very successful and effective Mayor of the City of Mississauga; and

Whereas Mayor Hazel McCallion celebrated her 90th birthday on February 14, 2011;

Now Therefore Be It Resolved that Sault Ste. Marie City Council send its very best wishes to Mayor McCallion on the occasion of her 90th birthday.

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

Whereas Passport Canada's Public Consultations Findings Report, which gives an account of the process that Passport Canada undertook to gather consultations on service improvements held in the spring of 2010, is now available; and

Whereas the report states that the number of full passport offices has expanded from 29 offices in 2001 to a national network that comprises 34 Passport Canada offices; and

Whereas Sault Ste. Marie is situated on the border of Canada's greatest trading partner the United States and whereas the local airport offers flights to international destinations; and

Whereas many citizens living and or visiting in this area of Canada have to travel through Sault Ste. Marie across the St. Mary's River to the United States of America because of the Great Lakes; and

Whereas passport offices are superior to Service Canada sites and Canada Post outlets, i.e. same day service for new and renewals of passports and faster completion times;

Now Therefore Be It Resolved that City Council call on the Federal government to locate a Passport Office in the City of Sault Ste. Marie.

- c) Mover Councillor T. Sheehan
 Second Councillor M. Bruni

Whereas the City of Sault Ste. Marie provides significant financial support to two distinct entities which are heavily involved in local economic development, being the EDC and the Innovation Centre; and

Whereas both of these economic development organizations provide ongoing advice and services to the City;

Now Therefore Be It Resolved that City Council requests that the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre meet to discuss the advantages/disadvantages and potential efficiencies and synergies of a possible merger; and

Further Be It Resolved that each entity report back to City Council with findings and recommendations.

- d) Mover Councillor T. Sheehan
 Second Councillor M. Bruni

Resolved that City Council congratulates the Brad Jacob Rink, consisting of Brad Jacobs, E.J. Harnden, Ryan Harnden and Scott Seabrook for their victory at the Dominion 2011 Northern Ontario Men's Provincial Curling Championships and wish them well in their goal of winning the 2011 Tim Horton's Brier.

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

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

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

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

AGREEMENTS

- (a) 2011-31 A by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority.
- A report from Corporate Counsel is on the agenda.
- (b) 2011-35 A by-law to authorize the execution of an agreement between the City and Parks Canada.

PARKING

- (c) 2011-30 A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

PROPERTY ACQUISITION

- (d) 2011-33 A by-law to authorize the acquisition of the property required from 2057597 Ontario Limited for the Third Line Realignment being a portion of Civic 860 Great Northern Road.
- A report from Corporate Counsel is on the agenda.

PROPERTY SALE

- (e) 2011-32 A by-law to authorize the conveyance of part of 372 Wellington Street West, (north west corner of Carmen's Way and Wellington Street West) being shown as Part 2 on Plan 1R-12023 to Pajovi Inc. or as otherwise directed by them.

Approved in principle by Council Resolution on 2007 12 10 on a report from the Commissioner of Engineering and Planning.

TEMPORARY STREET CLOSING

- (f) 2011-34 A by-law to permit the temporary closing of Lake Street from Queen Street East to its south end at Bellevue Park to facilitate the Dragon Boat Festival.

By-laws before Council for **THIRD** reading which do not require more than a simple majority

LOCAL IMPROVEMENT

- (g) 2010-165 A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Arthur Street from Retta Street to Glenholme Drive under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.
- (h) 2010-166 A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Glenholme Drive from Wellington Street East to Arthur Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.
- (i) 2010-167 A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on John Street from Wellington Street West to Conmee Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.

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 S. Myers

Seconder Councillor F. Fata

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2011 02 07

4:30 P.M.

COUNCIL CHAMBERS

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

Absent: Councillor S. Myers (vacation)

Officials: J. Fratesi, M. White, N. Kelly, B. Freiburger, J. Elliott, J. Dolcetti, Don Elliott, Don Scott

1. ADOPTION OF MINUTES

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2011 01 24 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the Agenda for the 2011 02 07 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Kimberly LeClair, VPR Coordinator – Innovation Centre was in attendance concerning the Vulnerable Persons Registry.

Moved by: Councillor S. Butland

Seconded by: Councillor M. Bruni

Resolved that City Council express its enthusiasm and support for the Vulnerable Persons Registry Project and encourages all community partners and agencies to work with the Innovation Centre and Community Geomatics to develop this project to its full potential. CARRIED

- b) Elaine Pitcher, Chair and Ron Gagnon, President and C.E.O. – Sault Area Hospital were in attendance to update Council on the upcoming move to the new hospital site.
- c) Judy McGonigal, Chair – Historic Sites Board was in attendance concerning agenda item 6.(8)(a).
- d) Departmental Presentations – Engineering and Planning, Public Works and Transportation.
- e) Dave Murphy, Acting CEO, SSM Economic Development Corporation was in attendance concerning agenda item 6.(8)(b).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2011 02 07 - Part One - Consent Agenda and Addendum 1 be approved as recommended. CARRIED

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the Town of East Gwillimbury (concerning infrastructure funding), the City of Windsor (concerning HST exemption for electricity and heating) was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Whereas residents have identified escalating electricity and heating rates as a major concern; and

Whereas electricity and heating, like municipal water, are not luxury items but a basic necessity;

Therefore Be It Resolved that Council petition our Provincial and Federal partners, to request that like the current Municipal Water category, electricity and heating be exempt from Harmonized Sales Tax (HST); and
Further Be It Resolved that this motion Be Forwarded to the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) requesting support from their respective members.
CARRIED

- c) The resolution forwarded by the Federation of Northern Ontario Municipalities (FONOM) was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Whereas the Provincial Municipal Fiscal and Service Delivery Review (PMFSDR) final report was released on October 31, 2008; and

Whereas the PMFSDR Infrastructure Table concluded that the Infrastructure investment gap per household for Northern Ontario municipalities is generally higher than other regions in Ontario; and

Whereas the PMFSDR Fiscal Health table concluded that the fiscal health of Northern municipalities is poorer than other regions of Ontario; and

Whereas Northern Ontario Municipalities are more reliant on funding from the Ontario Municipal Partnership Fund (OMPF) than other regions of Ontario; and

Whereas many municipalities in Northern Ontario have seen a reduction in their OMPF equal to their upload benefits resulting in very little net upload benefit for several years; and

Whereas the net upload benefits per household for the Northern Ontario region are and further forecasted to be well below the net upload benefits per household for all other regions of the Province; and

Whereas many municipalities in Northern Ontario have had to raise taxes and use reserves to address their Infrastructure Deficit:

Therefore Be It Resolved that the Province of Ontario increase the Northern Communities Grant, on the OMPF by \$75.00 per-Household, to ensure all Municipalities in the North will receive the necessary "Required Support"; and

Further Be It Resolved that a copy of this resolution be forwarded to the Premier of Ontario, the Hon. Dalton McGuinty, Minister of Finance, Dwight Duncan, to FONOM and to the Leaders of the Opposition. CARRIED

- d) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from October 1, 2010 to December 31, 2010 is \$347,449 was received by Council.
- e) Correspondence from the Regional Director – Katimavik was received by Council.

- f) The letter from the Sault Ste. Marie Airport Development Corporation requesting an exemption to the Noise By-law for events at Runway Park on February 19 and 26 and March 5, 6 and 19, 2011 was received by Council.
The relevant By-law 2011-26 is listed under Item 10 of the Minutes.
- g) The letter of request for a temporary street closing was received by Council.
1) on Lake Street (lower) from Queen Street to Bellevue Park in conjunction with Ontario Winter Bon Soo Carnival from February 4, 5, and 6, and 11 and 12, 2011.
The relevant By-law 2011-27 is listed under Item 10 of the Minutes.
- h) Information regarding discussions between Councillor Butland and officials from Lancaster, California and background information was received by Council.
- i) **Staff Travel**
The report of the Chief Administrative Officer was received by Council.

Moved by: Councillor T. Sheehan
Seconded by: Councillor F. Fata
Resolved that the report of the Chief Administrative Officer dated 2011 02 07 concerning Staff Travel Requests be approved as requested. CARRIED
- j) **Tender for Processing and Off-Site Removal of Wood Waste – Municipal Landfill Site**
The report of the Manager of Purchasing was received by Council.

Moved by: Councillor T. Sheehan
Seconded by: Councillor M. Bruni
Resolved that the report of the Manager of Purchasing dated 2011 02 07 be endorsed and that the tender for Processing & Offsite Removal of Wood Waste at the Municipal Landfill Site for a period of three (3) years, required by the Public Works & Transportation Department, be awarded as recommended. CARRIED
- k) **Agreement with Canadian Red Cross for Emergency Social Services**
The report of the Commissioner of Social Services was received by Council.
The relevant By-law 2011-24 is listed under Item 10 of the Minutes.
- l) **Special Council Meeting – Saturday, February 12, 2011 – 9:00 a.m.**
The report of the City Clerk was received by Council.

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

Resolved that the report of the City Clerk dated 2011 02 07 concerning Special Council Meeting – Saturday, February 12, 2011 be received as information. CARRIED

m) **Corporation of the City of Sault Ste. Marie – User Fees – By-law 2011-13**

The report of the Manager of Budgets and Revenue was received by Council

The relevant By-law 2011-13 is listed under Item 10 of the Minutes.

n) **Sault Ste. Marie Wastewater Advisory Services – AECOM Engineering Agreement**

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

The relevant By-law 2011-25 is listed under Item 10 of the Minutes.

o) **2011 Firefighter Recruitment Campaign**

The report of the Fire Chief was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Fire Chief dated 2011 02 07 concerning 2011 Firefighter Recruitment Campaign be accepted as information. CARRIED.

p) **Request for Purchase of 561 Second Line West**

The report of the Corporate Counsel was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Corporate Counsel dated 2011 02 07 concerning Request for Purchase of 561 Second Line West be accepted and the recommendation to declare this property surplus to the City's needs be approved. CARRIED

q) **PUC Inc. – 2010 Fourth Quarter Shareholder Report**

The report of the President and C.E.O., PUC Inc. was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the President and C.E.O., PUC Inc. dated 2011 01 25 concerning PUC Inc. 2010 Fourth Quarter Shareholder Report be received as information. CARRIED

r) **Council Travel**

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that Councillor Lou Turco be authorized to travel to a FONOM meeting being held in Sudbury, Ontario (1 day in February) at no cost to the City. CARRIED

PART TWO – REGULAR AGENDA

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

(3) **ENGINEERING**

(a) **Contract 2011-2E – Pine Street Extension- Northern Avenue to Second Line**

The report of the Design and Construction Engineer was received by Council.

The relevant By-laws 2011-28 and 2011-29 are listed under Item 10 of the Minutes.

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

(a) **Ermatinger•Clergue National Historic Site Heritage Discovery Centre Update**

The report of the Chair, Historic Sites Board was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Chair – Historic Sites Board dated 2011 02 07 concerning Heritage Discovery Centre Update be accepted and the recommendation that the Commissioner of Community Services and a representative of the Finance Department be assigned to assist the Historic Sites Board Working Committee for this project be approved. CARRIED

(b) **EDF Request – Sault Ste. Marie Delegation Visit to India**

The request of Acting CEO, SSM Economic Development Corporation was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Acting CEO, SSM Economic Development Corporation dated 2011 02 02 concerning EDF Request – Sault Ste. Marie Delegation Visit to India be accepted and the recommendation to approve the travel of a 6 person delegation from Sault Ste. Marie to visit Essar's

headquarters in India at a cost of approximately \$50,000 to be funded from the 2010 Economic Diversification Fund surplus; and
Further that the delegation consists of Mayor Debbie Amaroso, CAO Joe Fratesi, Commissioner of Finance and Treasurer Bill Freiburger, Commissioner of Engineering and Planning Jerry Dolcetti, a member of the SSMEDC Board of Directors and the SSMEDC Director of International Relations and Global Logistics Randy Tallon. CARRIED

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

- a) Moved by: Councillor T. Sheehan
Seconded by: Councillor R. Niro

Whereas the internet has created great opportunity for all people of Canada and has had the effect of shortening distances between communities situated throughout our vast land; and

Whereas Sault Ste. Marie has a number of innovative and creative businesses that use the internet as a tool for their successful enterprises; and

Whereas the internet is also used for many other applications in Canadian communities included but not limited to Health Care and Education:

Now Therefore Be It Resolved that City Council encourage its citizens to log on to the Stop the Meter campaign (www.stopthemeteter.ca) and sign the petition which calls on Canadian decision makers to stop big telecom companies from forcing usage-based internet billing on Canadians and to stand up for consumer choice and competition in the internet service market; and

Further that this resolution be sent to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and our local M.P. and M.P.P. CARRIED

- b) Moved by: Councillor T. Sheehan
Seconded by: Councillor L. Turco

Whereas public consultation and input is a vital part of a healthy democratic society.

Therefore Be It Resolved that City Council request that the Finance Committee meet to discuss how the Corporation of the City of Sault Ste. Marie can engage the public in the budget process; and

Further that the Finance Committee be asked to report back to City Council. CARRIED

c) Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian
Whereas water towers across North America are very often prominent landmarks and at the very least identify the village, town or city in which they are located; and
Therefore Be It Resolved that City Council request of Tourism Sault Ste. Marie to formally pursue discussions with the owner of the water tower as to how to more effectively utilize the tower to everyone's advantage - considerations to include possible partnerships, a light show to make it a 24 hour edifice, commercial sponsorships and seeking external financial assistance through our Regional Tourism Organization # 13B. CARRIED

d) Moved by: Councillor S. Butland
Seconded by: Councillor L. Turco
Whereas snowbanks in the downtown area remain a constant irritant to shoppers wishing to access parking meters and adjacent business establishments;
Therefore Be It Resolved that Public Works and Transportation staff meet with the Downtown Association to discuss how better to address this chronic issue. CARRIED

e) Moved by: Councillor P. Christian
Seconded by: Councillor S. Butland
Whereas there are two athletes from Sault Ste. Marie, Jordan Smith and Matt Caria, competing in the World University Winter Games being held currently in Erzurum, Turkey; and
Whereas Jordan Smith has been selected as the flag bearer for the Canadian Team for the opening ceremonies at this event;
Therefore Be It Resolved that City Council offer its congratulations to Jordan Smith and Matt Caria in recognition of their significant accomplishment in competing at this level and to Jordan Smith in recognition of his selection as flag bearer for the Canadian Team. 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 T. Sheehan
Seconded by Councillor F. Fata
Resolved that all by-laws listed under item 10 of the Agenda and Addendum under date 2011 02 07 be approved. CARRIED

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that By-law 2011-13 being a by-law to establish user fees and service charges be passed in Open Council this 7th day of February, 2011.
CARRIED

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that By-law 2011-23 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 1191 Base Line (Jason Rioux) and to repeal By-law 76-274 be passed in Open Council this 7th day of February, 2011. CARRIED

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that By-law 2011-24 being a by-law to authorize the execution of an agreement between the City and The Canadian Red Cross in order to provide services on behalf of the City under the Emergency Management Act be passed in Open Council this 7th day of February, 2011. CARRIED

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that By-law 2011-25 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for waste water advisory service be passed in Open Council this 7th day of February, 2011.
CARRIED

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that By-law 2011-26 being a by-law to amend By-law 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for various events to be held at the Airport Fairgrounds be passed in Open Council this 7th day of February, 2011. CARRIED

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that By-law 2011-27 being a by-law to permit the temporary closing of lower Lake Street from Queen Street and Shore Drive to facilitate various Bon Soo Events be passed in Open Council this 7th day of February, 2011. CARRIED

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that By-law 2011-28 being a by-law to authorize a contract between the City and Avery Construction Ltd. For the first phase of the extension of Pine Street from Northern Avenue to Second Line (Contract

2011-2E) be passed in Open Council this 7th day of February, 2011.
CARRIED

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that By-law 2011-29 being a by-law to permit the temporary periodic closing of Northern Avenue at the Pine Street intersection from May 1, 2011 until October 31, 2011 be passed in Open Council this 7th day of February, 2011. CARRIED

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

a) Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that Council shall now go into Caucus to:

1. Discuss one matter concerning labour relations; and

2. Proposed acquisition of property on Third Line, 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 resolution. CARRIED

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

SPECIAL MEETING OF CITY COUNCIL

2011 02 12

4:30 P.M.

RUSS RAMSAY BOARD ROOM

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

Officials: M. White, R. Tyczinski

Absent: Councillors S. Myers, L. Turco, F. Manzo

1. Moved by Councillor S. Butland
Seconded by Councillor F. Fata
Resolved that the Agenda for the 2011 02 12 City Council meeting as presented be approved. CARRIED
2. Moved by Councillor P. Christian
Seconded by Councillor M. Bruni
Resolved that City Council now proceed into the Committee of the Whole to consider the following referred to it for consideration – To conduct a general workshop and forum to discuss a variety of council matters, issues and opportunities. CARRIED
3. Moved by: Councillor T. Sheehan
Seconded by: Councillor J. Krmpotich
Resolved that the Committee of the Whole now rise and report on the matter referred to it by City Council – workshop/forum results. CARRIED
4. Moved by Councillor R. Niro
Seconded by Councillor F. Fata
Resolved that the report of the Sault Ste. Marie City Council Workshop/Forum dated 2011 02 12 be referred to the Mayor for review and report back to Council at a future meeting. CARRIED
5. Moved by Councillor P. Mick
Seconded by Councillor B. Watkins
Resolved that this Council shall now adjourn. CARRIED

MAYOR

CLERK

Malcolm White

From: communicate@amo.on.ca
Sent: February 14, 2011 2:58 PM
To: Malcolm White
Subject: AMO Report to Members on January 2011 Board Meeting

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

February 14, 2011

AMO Report to Members**on January 2011 Board Meeting**

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the January 28, 2011 Board meeting follow:

MPAC

Carl Isenberg, MPAC President and CAO, and Al Edmonson, MPAC Board member, attended the meeting. Carl Isenberg gave a presentation on the Auditor General's Report and Recommendations, and discussed golf course valuation.

AMO 2011 Provincial Election Strategic Approach

The Board received a presentation from Director of Policy, Monika Turner, on AMO's 2011 Provincial Election Strategy.

Contact: Monika Turner, Director of Policy, email: mturner@amo.on.ca; phone: 416.971.9856 ext 318.

Volunteer Firefighter Petition

AMO has been asked by Independent Conservative MP Helena Guergis to support a petition to the Government of Canada to provide volunteer firefighters with a \$3,000 income tax credit. The Board viewed this as a good way to recognize the importance of the contributions that volunteer firefighters make to Ontario communities and will support this petition.

Contact: Jennifer Mark, Policy Advisor, email: jmark@amo.on.ca; phone: 416.971.9856 ext 353.

Ombudsman's Review of Non-Emergency Medical Transfers

Matthew Wilson advised the Board that the Ombudsman has announced an investigation into the issue of non-emergency medical transfers, to be completed in three months.

Contact: Mathew Wilson, Senior Policy Advisor, email: mwilson@amo.on.ca; phone: 416.971.9856 ext 323.

OMERS and MEPCO Developments

Executive Director Pat Vanini provided an update on OMERS Plans, the Retirement Contribution Arrangement (RCA) and the MEPCO Pension Platform.

Contact: Pat Vanini, Executive Director, email: pvanini@amo.on.ca; phone: 416.971.9856 ext 316.

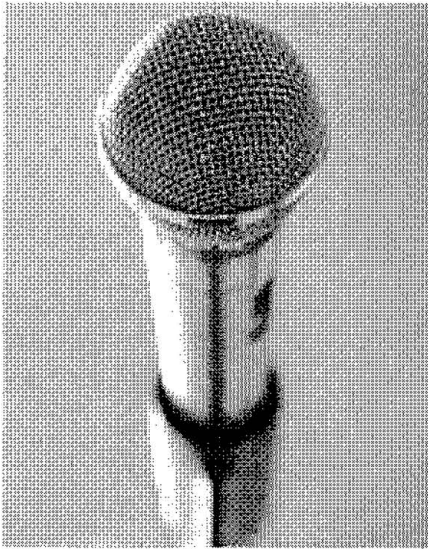
Pre-Budget Submission

Matthew Wilson reviewed key elements of AMO's provincial pre-budget submission to be presented to the Standing Committee on Finance by President Hume on January 31, 2011.

Contact: Mathew Wilson, Senior Policy Advisor, email: mwilson@amo.on.ca; phone: 416.971.9856 ext 323.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca

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



Media & Communications Training

You have a responsibility to communicate information to the public and media clearly and competently. The AMO Media and Communications training session shows municipal officials how to communicate in crisis situations, manage issues responsibly, work with staff and manage the demands of both traditional and social media.

The session will cover:

- Communicate complex information in plain language
- Craft and deliver messages that stick
- Handle difficult conversations
- Pursue media relations more effectively (good news or bad)
- Hold practical, effective public consultations
- Manage communications better as a team
- Practical media relations objectives
- What makes news and why
- Understanding different types of media and reporters
- How best to manage issues and media inquiries (individually and organizationally)

While this session is designed with municipalities in mind, the content is broadly applicable. AMO members are welcome to encourage other public agencies, or to invite local businesses or business associations to participate. Group rates are available for municipalities that want to use these sessions as community development opportunities.

About the Facilitator:

These sessions are being designed and delivered by Brian Lambie, Principal of Redbrick Communications. As AMO's primary media contact, Brian deals with media on a daily basis, taking calls from the most senior reporters at Queen's Park to the most inexperienced reporters at your local newspaper. He has trained hundreds of public and private sector officials in the past decade and is a popular conference speaker. His clients include municipalities, Ontario government ministries and private companies.

Dates and Locations:

All sessions will be full-day sessions (9:00 am – 4:00 pm) with registration at 8:30 am and lunch provided.

Date	Location
March 14	London - Four Points by Sheraton
March 18	Kingston - Radisson
March 26	Toronto - AMO Offices
May 4	Thunder Bay - Valhalla Inn
May 17	North Bay - Best Western Inn

Cost of Session:

\$350 plus HST (\$395.50 total)

2011 Media & Communications Registration Form

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration. Please fax registration form to (416) 971-6191		
First Name		Last Name
Title		Municipality
Address		
City	Province	Postal Code
Phone	Fax	E-mail

Please indicate the training session you wish to register for and your preferred location below:

Please refer to page one for dates and locations available	Preferred Location	Cost	Final Cost
Media and Communications		\$395.50 (\$350 + 13% HST)	
TOTAL COST:			

PAYMENT Registration forms CANNOT be processed unless accompanied by proper payment. Refund Policy: Cancellations must be made in writing and received by AMO 14 days prior to the date of the selected seminar. An administration fee of \$ 50.00 plus tax will apply.	
Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6	☐ Mastercard ☐ Visa
	Card #
	Name on Card
	Expiry Date
	Signature



200 University Avenue, Suite 801
 Toronto, Ontario M5H 3C6
 (416) 971-9856
 (416) 971-6191
events@amo.on.ca

2011 AMO Urban Symposium | April 14 -15, 2011

Holiday Inn and Conference Centre,
Burlington, Ontario

New Urban Visions

What's on the agenda?

On the streets, in homes, in community halls, almost everywhere, the landscape of Ontario's urban municipalities is changing. AMO's fourth annual Urban Symposium looks to explore what's on the horizon for Ontario and what that may mean for demands on government including municipal governments.

The Symposium will explore:

- Urban Demographics - from Zoomers to the Facebook Generation
- Building communities where commerce, culture, and inspiration converge
- Urban Vitality
- Civic Engagement in practise
- and much more...

Join other urban thinkers and explore New Urban Visions. Like last year's program in Hamilton we will showcase thought provoking speakers and demonstrate new approaches.

Didn't attend last year? You missed *Andrew Coyne, National Editor for Maclean's magazine, Erik Freudenthal, Manager of GlashusEtt, Hammarby, Stockholm and Peter McLeod of Mass LBP discussing Public Consultation.*

Don't miss this unique opportunity - register online or via the attached PDF registration form today.

Ideas and presentations listed above are subject to change. Up-to-date programming information can be found on the AMO website at www.amo.on.ca

The official hotel for the Symposium is the Holiday Inn Hotel - 3603 South Service Road, Burlington.

For hotel guest room reservations please contact the Reservations Coordinator at: 905-639-4443 ext. 4676 or unh2248res@whg.com please quote group block ID 757186 to receive the standard room rate of \$121.00 per night.

Questions? Please contact Nav Dhaliwal, Special Events Coordinator at ndhaliwal@amo.on.ca or 416.971.9856 ext. 344 or Toll-Free at 1.877.426.6527

Malcolm White

From: mayor.amaroso@cityssm.on.ca
Sent: February 11, 2011 5:57 PM
To: Malcolm White
Subject: Fw: AMO breaking news (1) re Ontario Works Funding Model for Administration

Sent wirelessly from my BlackBerry device on the Bell network.
 Envoy sans fil par mon terminal mobile BlackBerry sur le rseau de Bell.

From: <communicate@amo.on.ca>
Date: Fri, 11 Feb 2011 16:20:11 -0500
To: <mayor.amaroso@cityssm.on.ca>
Subject: AMO breaking news (1) re Ontario Works Funding Model for Administration

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

February 11, 2011

Government will introduce new Ontario Works Funding Model for Administration

The Ministry of Community and Social Services has advised municipal staff that as of April 1, 2011, a new funding model for the administration of Ontario Works will be implemented.

In order to support the implementation of the new funding model, the Minister of Community and Social Services, secured approximately \$170 million in new provincial funding. The government has also committed \$120 million to municipalities for 2010 and 2011 to offset any funding municipalities may have contributed above the 50-50 cost of administration. Given the current fiscal restraints, a commitment of new funding is a laudable effort.

The model supporting this new funding will have uneven impacts for municipalities across Ontario once implemented. The province will mitigate these impacts through a two-year transition fund.

The Current Approach to Funding Ontario Works Cost of Administration

The Ontario Works program now consists of two funding streams:

1. Cost of administration, cost shared on a 50% provincial 50% municipal basis and;
2. Employment assistance, cost shared on an 80% provincial, 20% municipal basis (across Ontario, the cost per case ranges from \$458.00 to \$1461.00)

The cost of administration for Ontario Works has been a long-standing concern for AMO and municipal service managers.

Key concerns about this model include:

The unequal funding received by the Consolidated Municipal Service Managers (CMSMs) to administer the Ontario Works program.

02/15/11

The cost of administration was based on 1995 caseloads and ranged from \$593 per case to \$1,334 per case across the province.

It is not responsive to changes in administrative pressures or requirements. As a result, most municipalities contributed their own dollars over and above the 50-50 contribution.

The employment assistance stream is part of the social services upload through the Provincial Municipal Fiscal and Service Delivery Review (PMFSDR) Agreement signed by Ontario, AMO and the City of Toronto. Municipal contributions have been decreasing annually since 2010 as the upload phase-in continues.

The Ministry's New Approach:

The proposed approach will see the streamlining of the cost of administration and employment assistance. However this is purely administrative, as the cost-share arrangements will be maintained by identifying a portion to be cost-shared at 50-50 and a portion subject to the upload (estimated at \$162 million provincially) to be cost-shared at 80-20.

In addition, the new model:

- Establishes a single cost of administration per caseload of \$2,016.

- Contains a rural and northern factor which would see caseload funding upwardly adjusted by 10%. This 10% factor will be cost-shared on a 50-50 basis.

- Importantly, will result in a reallocation of employment assistance. Individual municipalities will see changes in their caseload allocations. It is not immediately clear how the reallocations have been determined.

What does this mean to municipalities?

The new funding approach will affect municipalities differently. Through the \$170 million new dollars in provincial funding and a single cost-per-case approach, consolidated municipal service managers will be eligible for increased provincial funding. But this funding must be cost-shared on a 50-50 basis.

Many municipalities will be better off in terms of their overall contribution to the administration of the Ontario Works program. Municipalities who in the past have provided significant municipal dollars will see savings, as these contributions will now be cost-shared.

However, others will not be so fortunate. A number of municipalities in most cases those least able to afford it will require new municipal funding to maintain operations at 2010 levels. This is a result of both their caseload numbers and the way employment assistance dollars are being reallocated.

Managing the Impacts

To manage the new formulas impact, the Ministry of Community and Social Services responded with a temporary transition fund for those negatively impacted by the revised funding approach.

The province will provide transition funding to municipalities who will see an overall decrease in funding or who will be required to invest more to maintain 2010 funding levels. For the first

two years, the province will provide a portion of the municipal contribution at 100% provincial cost for these municipalities.

Moving forward

The proposed changes to the cost of administration funding address some of the historical challenges with municipal funding of the Ontario Works Program.

Many municipalities will be better off under the new funding approach. However, AMO is interested in understanding how the new model responds overtime.

In addition to ongoing monitoring of impacts after the two year transition period, AMO is recommending that revisions to the model be considered to minimize impacts on municipalities on a go forward basis. This could, as an example, include looking at introducing funding variables to the model that will address those municipalities who are facing increased costs or excluding offsets in the Ontario Municipal Partnership Fund.

The Ministry should demonstrate possible long term implications of the model, for example, in the event of case load increases, cost of living increases and potential impacts against the Ontario Municipal Partnership Fund.

An effective and equitable cost-share model should not result in winners and losers. While important strides have been made in addressing historical policy challenges, all municipalities should be able to share in the good news.

Through the PMFSDR, AMO supported developing a funding framework that includes the important consideration of flexibility and responsiveness to changing needs and circumstances and varying capacities of municipalities

AMO Contact: Petra Wolfbeiss , Senior Policy Advisor, email: pwolfbeiss@amo.on.ca, (416) 971-9856 ext. 329

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

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



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

February 14, 2011

Mr. Joseph M. Fratesi
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
P.O. Box 580, Civic Centre
Sault Ste. Marie, ON
P6A 5N1

Dear Mr. Fratesi:

As a follow up to our meeting on February 10 when you expressed concerns with the delay of realizing new supplemental growth of new homes on your assessment roll.

MPAC strives to provide property assessment excellence and outstanding service to our property taxpayer customers and our municipal and provincial stakeholders. In the past, when the City raised concerns, we responded directly to the issues.

Therefore, in attempt to address your concern MPAC has decided effective immediately, to add one more full time Property Inspector to the complement of the Sault Ste Marie MPAC office.

If you require further information or have further questions please do not hesitate to contact me at 1(705) 264-9456, ext 201.

Yours truly,

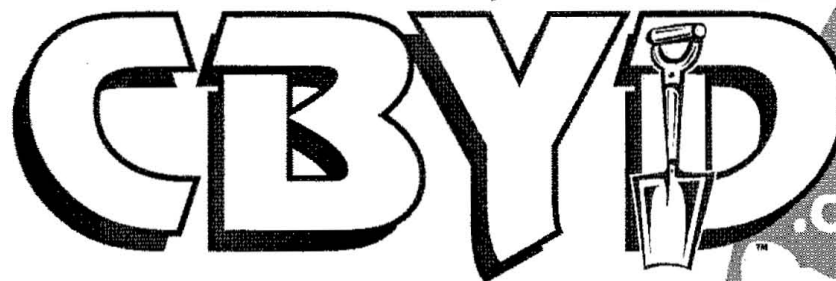
A handwritten signature in black ink, appearing to be "D. Bender", written in a cursive style.

Darryl Bender
Account Manager, Municipal Relations

Copy Bonnie Mick, Municipal Relations Representative, MPAC
Bill Webb, Manager of Valuation and Customer Service, Residential and Farm

5(b)

call before you dig!



Utility Protection Service

**A single point of contact Locate Requirement Service
for Ontario's Contractors, Homeowners and
anyone contemplating digging!**

Prepared for:



**A New Era in Public Safety
and Infrastructure Protection**
think safe - dig safe - be safe



THERE IS A CHOICE... of premium call centre services for the Ontario wide "Call Before You Dig" initiative.

The CBYD utility locate notification centre, for utilities, telecoms, contractors, municipalities and homeowners to utilize a one call service, to notify underground facility owners of planned excavations in their area.

It is believed that such a system will compliment the provincial government's objective of having safe communities and the reliable infrastructure necessary to maintain Canada's growth and prosperity.

We endorse this philosophy, and there is a choice! Damage prevention is a shared responsibility.

CBYD has been in operation since the end of 2009, providing professional services and is fast becoming the one call notification centre of choice. After perfecting this process we are now welcoming new members to our CBYD alliance program.

With steady growth and a knowledge of the industry, our state of the art call centre is now equipped for growth. We can offer the same reliable prestigious service Rogers Cable, Oxford County Fibre, Blink Communication Inc. and Cogeco Data are accustomed to from our sister company.

With an emphasis on providing each new member the time to establish their position and preserve the level of quality maintenance expected.

Benefits of becoming a member of the CBYD program include:

- The reduction and avoidance of damages to your underground facilities.
- Uninterrupted service to your customers.
- Safety realization through education and the prevention of damages.
- Eliminates clerical costs, scheduling logistics and the required resources of a self driven locate request process.
- Playing a key, ground level role as part of the Ontario wide initiative to join a One Call System.
- Provides excavation tracking information for every member which can be especially valuable to cities and municipalities trying to match permits to excavator requests.
- Electronic records for legal or safety issues.
- North American toll free number 1 888 ONT CBYD
- Co-op advertising opportunities nation wide.
- Personal professional service provided by experienced call centre operators.

CBYD values each and every member while offering competitive rates, accurate transmission of information in a team oriented environment.

Join our team as we continue to promote, public safety and awareness in the Damage Prevention arena. Call today on how CBYD can assist you in your underground utility locating operations.



Overview



The CBYD program is the industry's first transparent and totally unique approach to Utility Protection, with an emphasis on Public Safety through constant Education and Awareness. We have engaged the contractors to participate in a custom designed platform that for the first time addresses their needs at a grass roots level.

This cohesive approach is driving change and is fast becoming the benchmark for Utility Protection in Ontario. This platform is scalable to other provinces with no interruption and a consistent message.

The CBYD program is marketed with diligence focusing on Public Safety through education and awareness. The program is recognized by safety and construction associations, government and aboriginal organizations.

We have to promote a consistent message; CBYD is the answer!
The program has the support of the industry and has gained the trust of the contractors.

A UNIFIED APPROACH TO PUBLIC SAFETY IS KEY

Construction and Safety organization brands combined with the CBYD platform shows the industry that we are conscious to the needs of the general public, contractors, municipalities, utilities and government.

The CBYD program has achieved tremendous success in a short period of time.

Transitioning Utilities into the CBYD platform will enhance the brand and offer efficiencies both corporately and to the consumer. It shows a proactive stance towards the only issue at hand... Public Safety!

A ramp up scenario is possible adding one province at a time or to transition the whole network into the CBYD platform by utilizing one number for the network creating a true one call system. This would eliminate confusion and set a precedent.

The message is...Call Before You Dig!

The brand is...CBYD!

The action is...Education and Awareness!

The result is...Utility Protection and Increased Public Safety!

CBYD... The Ultimate Utility Protection Centre!



5(b)
call before you dig!



Utility Protection Centre

Provincial Platform

The Industry is in much need of a central number for utility locate notification in Ontario.

We have the answer...

We have adapted our CBYD program to encompass an interprovincial system catering to Utilities and Municipalities. Easing the process by offering one number and one number only to obtain utility locates, lessening the confusion of who to call and that I am safe. Combining Education and Awareness to reach homeowners and contractors to promote safe digging and attending industry and municipal trade shows thus offering our unique mobile awareness unit for training and on site consultation.

1-888ONT-CBYD

The CBYD program and unique phone number allows us to offer a comprehensive service across the province with calls being distributed between multiple centres, adding efficiencies and providing unbeatable service.

By offering one number to the network we can standardize the industry and concentrate on the task at hand...Public Safety.

Printing and advertising costs will be reduced considerably with one central number and one consistent message across the network. The CBYD program is more effective when we have a cohesive approach.

Co branding is an effective way to reach a larger audience.

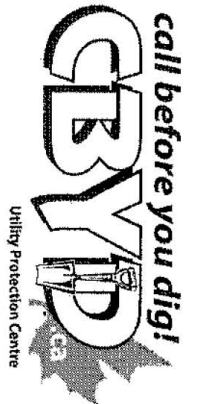
We have invested heavily in fleet, media and print advertising to promote the CBYD program in Ontario and is well positioned to transition nationally.



5(b)

Premium Call Centre Services

1-888ONT-CBYD



5(b)

Premium Call Centre Services

The CBYD utility notification centre is a state-of-the-art facility catering to the Ontario call before you dig initiative with more than 25 years experience in utility contracting and 10 years as a premium notification service.

We interact well with other divisions of our company and believe that cross training and cooperation is key to our success.

Our trust in compatibility with our contractors and special teams makes us an industry leader in utility, environmental protection, education and awareness with the emphasis on public safety.

Our friendly, knowledgeable management and staff ensure that the CBYD experience is a memorable and pleasant one.

Our goal is to position our CBYD program to be the benchmark for utility protection and public safety in Ontario.

2011 is the new era in utility notification and we at CBYD will ensure that a unified approach is the only approach to reduce damages and save lives.

As a member of the CBYD service we will promote the City of Sault Ste. Marie in our education and awareness sessions to contractors and homeowners, for the need to call before digging and to assist in the call process and CBYD initiative.

Damage prevention is a Shared Responsibility!



1-888-ONT-CBYD



5(b)

Cost and Savings

On average CBYD's utility locate notification centre services has an across the board 20% savings over the competition, no hidden fees, a fixed cost price structure based on volume or a price per ticket if requested.

Volume based pricing assists in yearly budgeting.

- Assigned account managers.

- Extensive reporting.

- Requests generated by Phone, Fax, via the CBYD program

- Clearances generated by Phone, Fax, Web and contractors working for the City of SSM.

- Average call answer, talk and abandoned time reporting.

Co-op advertising and shared public safety and awareness programs.

Mapping is priced at our contractors' costs and passed on directly with no up charges.

Assets

CBYD is an industry specific utility locate notification centre.

Canadian owned and privately operated.

A cohesive team of industry professionals.

Over 10 years as the notification centre of choice for Rogers Cable.

CBYD's forte is service and information - accuracy to reduce damages.

Over 25 years servicing the telecommunications industry.

Our aim is to protect the buried infrastructure of Ontario.

Our goal is to reduce the risk for damage prevention.

Our passion is to excel in the industry.

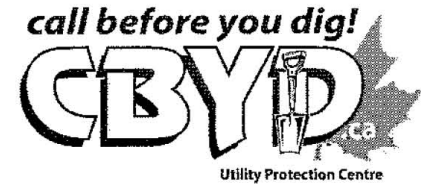
Increased presence in the damage prevention arena.

We all have an obligation to promote awareness for Damage Prevention in Canada.

...it's a Shared Responsibility.

CBYD endorses the Call Before You Dig initiative and the need for a True One Call System.

Our damage prevention hotline 1-888-ONT-CBYD is accessible across North America and equipped to be the utility locate notification centre for Ontario.



1-888-ONT-CBYD



Value added

CBYD is a subsidiary of Cable Control Systems Inc.

A privately owned Canadian company and field leader in the telecommunications industry, with Locate, Construction, Installation, Fibre Optic Construction and Managment, Planning and Design departments.

Some of our clients that have benefited from our services:

Rogers Cable

Cogeco Cable

Aurora Cable

Blink Communications

Lakeland Utilities

G4S

Telus Communications

Atria Networks

Cogeco Data Services

Orillia Power

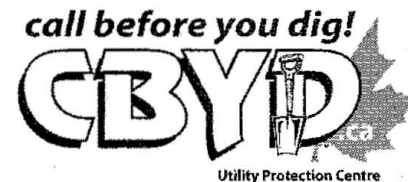
Enersource Hydro Mississauga

City of Orillia

Oxford County Fibre

Cobourg Utilities

Powerstream



1-888ONT-CBYD





Proposed Pricing

CBYD is pleased to offer the City of Sault Ste. Marie proprietary pricing to the network for its premium call centre services:

\$1.40 per outbound call

\$4.50 lookup service, per lookup

\$3.00 per outbound emergency call

Mapping is priced at our contractors' costs and passed on directly with no up charges.



1-888-ONT-CBYD

Benefits

CBYD is a privately owned company; we are not run by the utilities.
Enabling us to offer customized services, catered to fit the needs of SSM.
This autonomy is an absolute necessity in the Damage Prevention Arena.

- There are no board members required to make changes to the network.
- One on One Contact.
- One on One Relationship.
- We follow and often exceed the best practices of the ORCGA.
- Doing it right the first time, day or night.

We offer a service level, second to none!

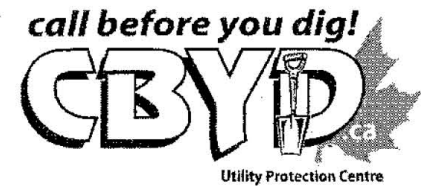
There are long term savings with a fixed pricing structure over 3-5 years
and a direct cost benefit.

Risks

Cost- is it a risk? No, we will reduce all your costs.

Dropped Calls- during one of our client's transitions, we experienced zero dropped calls
and we are confident that we can continue to deliver that same kind of service quality.
We will mitigate the risk with a smooth transition.

The Staging Plan- we are equipped to take on the entire transition in one shot.
This is a benefit as it is less confusing to all involved.



1-888-ONT-CBYD



5(b)

Transition

CBYD is conscious of our clients needs and is well versed in mid season transitioning, having previously completed this task for one of its clients.

We were able to transition a major telecom company with an annual call volume in excess of 200,000 with NO disruption and zero damages during transition, monitoring and overseeing the progress, to ensure a smooth transition.

Reporting progress to management and ensuring all parties are on the same page.

We would accomplish this task for the City of Sault Ste. Marie by:

Notifying all contractors in the area by fax of the new situation (with follow up calls)

Notifying all Municipalities by fax with follow up calls.

Introduction of SSM's critical personnel to the Management and Staff of the call centre.

Forward all existing damage prevention numbers to 1 888 ONT CBYD.

Update any answering machine messages to redirect calls to 1 888 ONT CBYD.

Have SSM staff aware of the CBYD number for future reference.

Supply electronic files to add initiative to SSM's stationary.

Promote the CBYD damage prevention number on SSM vehicles.

CBYD has an obligation to the City of SSM, to cut costs and assist in reducing the risk of damage to their infrastructure.

...its a Shared Responsibility.

CBYD in turn will promote its notification centre through awareness and public safety sessions throughout Ontario.

Hold quarterly meetings to discuss performance and to evaluate the client's needs.

CBYD is committed to service and ensuring complete customer satisfaction.



1-888-ONT-CBYD



5(b)

Marketing Campaign

CBYD has extensively toured Ontario and Manitoba promoting Public Safety and Awareness for damage prevention. As an advocate for the Call Before You Dig initiative, team CBYD will promote the City of SSM via the CBYD web sites and through vehicle advertising, media and printed material.

The addition of SSM to our team would enhance the program and awareness giving another reputable voice to the campaign.

CBYD will promote the City of SSM through industry trade shows that we attend. SSM has the vehicle to be able to promote the public safety program via its network and enforce awareness through billboards, vehicles, stationary, media etc.

CBYD will solicit PUC's, Telecoms and Municipalities offering the utility locate notification services for the Ontario Call Before You Dig initiative.

CBYD will continue to invest considerable time and monies in the promotion of Public Safety, Education and Awareness for damage prevention across Ontario. At the same time promoting its members, and their services.

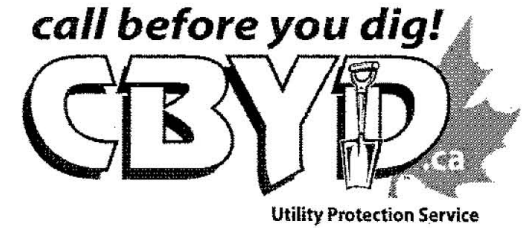
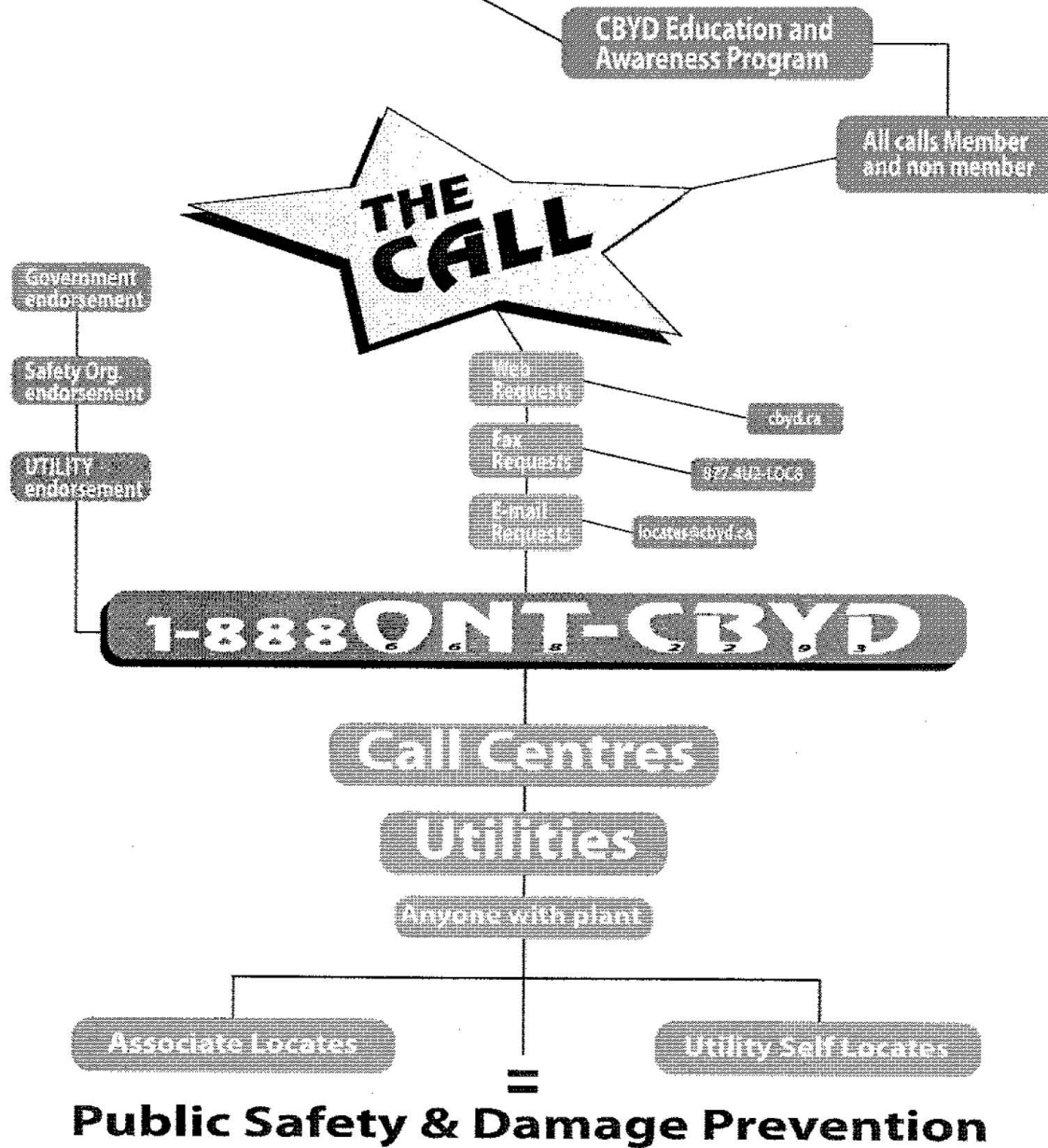
Damage prevention is a Shared Responsibility!



1-888-ONT-CBYD



the CBYD one call to dig line!



A single point of contact for Contractors, Homeowners or anyone contemplating digging to obtain all their utility locates by making one call and one call only!

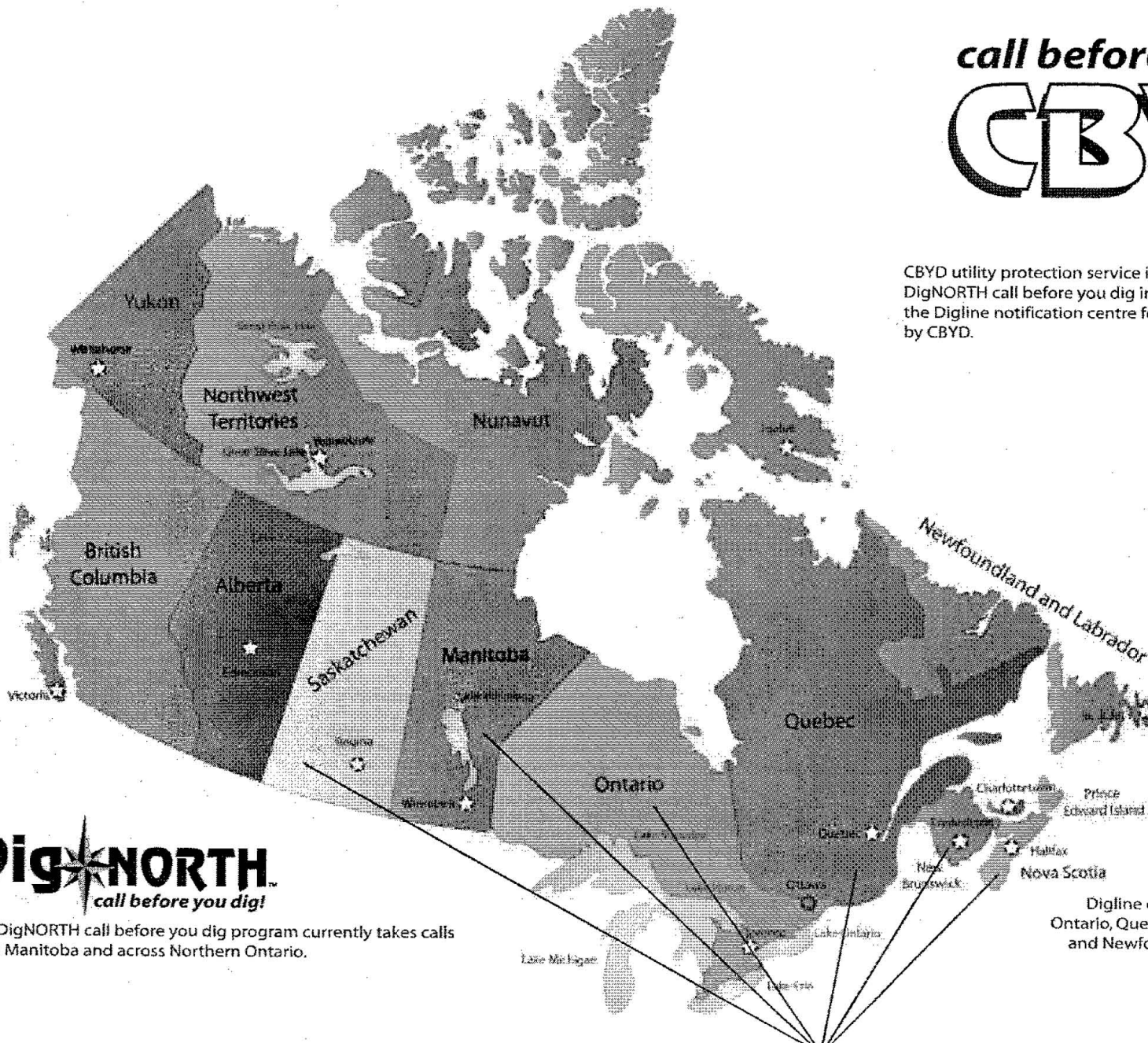


call before you dig!



Utility Protection Centre

CBYD utility protection service is a registered trademark of DigNORTH call before you dig inc. and works closely with the Digline notification centre for areas not currently serviced by CBYD.



DigNORTH
call before you dig!

The DigNORTH call before you dig program currently takes calls from Manitoba and across Northern Ontario.

Digline

Digline currently takes calls for Southern Ontario, Quebec, Nova Scotia, New Brunswick and Newfoundland for its member utilities.

Areas currently serviced by the CBYD partners



(9)5

Brand Recognition

We have successfully been a brand of strength in Ontario and acknowledge the need to have a brand that also portrays an initiative. Having one universal platform with a national initiative will show a unified approach to utility protection and awareness.



CALL BEFORE YOU DIG!

Four words in first line of defense in protecting the buried infrastructure and four of THE most important words in bringing our workers home safe.

The CBYD program is a dedicated one call service, via a single point of contact for Contractors and Homeowners and anyone contemplating digging to obtain utility locates by calling one number and one number only. The program is designed to change a mindset and create a habit in calling for locates through education and awareness.

The industry recognizes the need for consistency and the importance of branding.
The CBYD brand will be more impactful.
The CBYD element of the phone number will become an integral part of the branding.

1-888-666-2293





We have aligned ourselves with safety and construction organizations across the country to produce the industry's first true one call centre. Our program will become the norm and recognized for its ease of use and attention to the needs of the contractors and industry professionals.

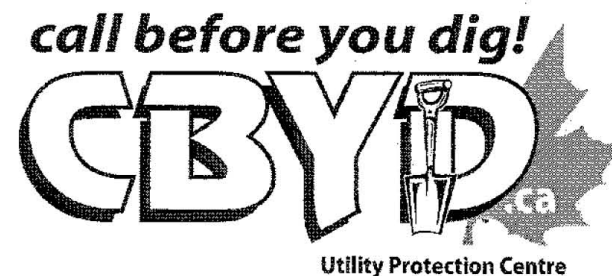
1-888ONT-CBYD

Having one number for the SSM network will eliminate confusion and enable the industry to promote and endorse a provincial and national platform to enhance the CBYD initiative.
Advertising the cbyd.ca website will ensure consistency and brand recognition.
A link to the City of Sault Ste. Marie will be posted on the front page.

eTickets

cbyd.ca





Awareness Campaign:

We are extensively promoting contractor awareness sessions throughout Northern Ontario with expansion to Southern Ontario in the early part of 2011 including interprovincial.

Will participate in the various Family Safety Nights! and Municipal trade shows.

Participate in Public Works education of the CBYPD program and promote awareness through community press and other local media.

Our relationship with Aboriginal communities is paramount for national acceptance.

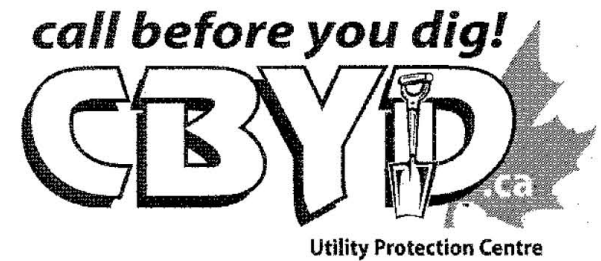
2011 Is a new era in Public Safety and Infrastructure Protection!

Education and Awareness :



Four Digit Dialing

As we strive towards 811 or similar the CBYD brand has 4 numbers associated to it that could be an interim step to reach that goal. It is our intension to solicit telco's to accommodate this need.



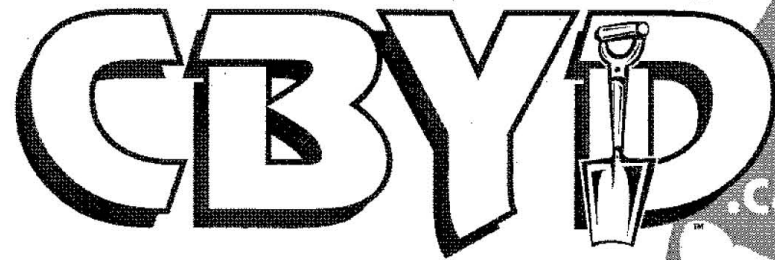
the Ontario Call **Before** You Dig program
think safe - dig safe - be safe



Dig Safe Initiative



call before you dig!



Utility Protection Centre

The Dig Safe brand can be used as a safety initiative for fleet, media, bill inserts, magnetics, decals and billboards.

It also serve as a universal safety message for all utilities, municipalities, contractors and an awareness to homeowners.

2011 is a new era in Public Safety and Infrastructure Protection!

think safe - dig safe - be safe



Dig Safe



Utility Protection Centre



The Dig Safe brand can be used in awareness promotions, contractor decals, equipment, plant, education programs, trade shows and local or national initiatives.

A universal brand with instant recognition for safety.

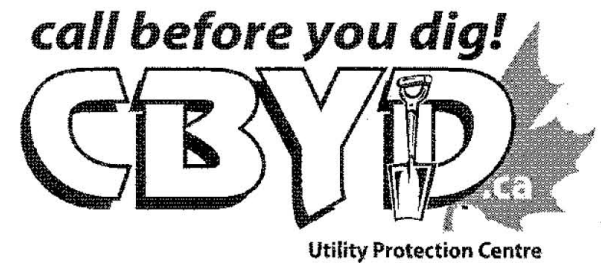
2011 is a new era in Public Safety and Infrastructure Protection!

Think Safe - Dig Safe - Be Safe



Dig Safe Billboards

A common message for the call before you dig initiative and cohesive stance for utility protection and public safety.



Utility Locate Service!
call before you dig!
think safe - dig safe - be safe
1-888ONT-CBYD



SAULT STE. MARIE'S FRANCOPHONE SCHOOL COMMUNITY CENTRE

Launch of project

With the construction of a Francophone high school wing and the renovation of École Notre-Dame-des-Écoles in Sault Ste. Marie (located at 600 North Street), various community groups were interested in expanding previous relationships among Francophone institutions and organizations by integrating a community component in the new French-language Catholic school – École Notre-Dame-du-Sault. This school, set to open in Spring 2012, will serve Junior Kindergarten to Grade 12 students and will unite students presently at Notre-Dame-des-Écoles, Cardinal-Léger and Notre-Dame-des-Grands-Lacs.

Project partners

During the last year, Sault Ste. Marie students, parents, school staff, partners, community organizations and the community at large had the opportunity to take part in the consultation pertaining to the integration of a community component in the new French-language Catholic school. It would be located on the school property and its building would be linked to the school, thus enabling the sharing of space and resources.

The consultation involved the following partners: Centre francophone de Sault-Ste-Marie, Centre d'éducation et de formation pour adultes (CÉFA), Child Care Algoma, Ste-Marie-du-Sault parish, Knights of Columbus, Réseau de développement économique et d'employabilité de l'Ontario (RDÉE Ontario), Centre Victoria pour femmes and the Centre canadien de leadership en évaluation. The Conseil scolaire catholique du Nouvel-Ontario (CSCNO), with three schools in this community, is lead project partner. RDÉE Ontario is responsible for project funding and coordination.

What is a school community centre?

A school community centre's core strength is that it allows partners to acquire as a group what they would otherwise be unable to afford separately. This model has been effective especially in areas with a small Francophone and Anglophone population. Sault Ste. Marie's Francophone community is identified as one group that could greatly benefit from this type of centre.

School community centres have been built in Northern Ontario communities such as Dubreuilville and Noëlville. A similar project is presently under way in Thunder Bay. Some 30 school and community centres exist in various Francophone communities outside of Quebec. Another 30 school and community centres presently operate in various Anglophone communities in Quebec.

Planting the community component roots of the new French Catholic school is of great importance, given its vocation as a Francophone cultural hub. By hosting Francophone agencies and services under one roof, the school will better serve as a meeting place for

the Francophone community and benefit from synergies between its main cultural, social, religious and linguistic branches.

While strengthening Sault Ste. Marie's francophone community by reinforcing French-language services, the school community centre will favour the retention of the French language by the city's inhabitants and enhance French-language education. It will help the city gain access to a qualified bilingual labour force as well as draw Francophone families from outlying communities seeking employment and access to French-language services. It is also believed that this centre will enable Sault Ste. Marie to increase its intake of Francophone immigrants by strengthening its international appeal.

Proposed concept for Sault Ste. Marie

The proposed school community centre would have strong ties to the school. It is projected that the building's size will be approximately 5,500 gross square feet. A portion of 3,600 square feet would serve the Centre francophone and the Centre d'éducation et de formation pour adultes. It will also include meeting rooms, storage facilities and a community kitchen. The Francophone community has also indicated that it wishes to add a community health centre which would occupy 1,300 square feet.

The Ste-Marie-du-Sault parish is also considering moving to this site. Parishioners are presently considering selling their present Church and building at their cost a new church adjacent to the school and community centre. This project is not included in the school community centre project. The daycare service operated by Child Care Algoma will be located in the elementary wing of the school as it is believed that children will be better served by being in the same area as kindergarten students.

Next step

The actual construction of the community centre will advance independently of the École Notre-Dame-du-Sault project. Having completed the community consultation portion and business plan for the project, partners are set to tackle the next tasks linked to this project. Partners will launch a local fundraising campaign and will approach various agencies to secure funding. Potential agencies that will be contacted include Infrastructure Ontario, the Ontario Trillium Foundation, and Heritage Canada.

PROPOSAL
TO SAULT STE MARIE CITY COUNCIL
ADDRESSING
SSM TRANSPORTATION
INFRASTRUCTURE REQUIREMENTS

February 22, 2011

Purpose of Paper

This paper provides an overview of transportation and transportation infrastructure opportunities and requirements associated with Sault Ste Marie's (SSM) strategic location and other unique strengths.

It identifies SSM's key geographical and industrial opportunities, outlines some recent accomplishments describes existing transportation infrastructure and identifies some structural requirements necessary to confirm, promote and grow SSM as a major North American transportation hub.

It outlines a strategic vision and identifies the need for strategies and actions designed to capitalize on the SSM's unique and nationally important transportation/infrastructure opportunities.

SSM's Strategic Strengths

Situated in central Canada, on a major Canada/US border crossing and at the junction of three Great Lakes, SSM is ideally positioned to continue to grow and prosper as a major North American transportation hub. Its strengths include:

- Existence of major industries such as Essar Steel Algoma, Tenaris -Algoma Tubes, St. Marys Paper and a number of other manufacturing companies that ship their products throughout North America and overseas.(Essar's strategic plans are to increase production and Tenaris-Algoma Tubes has indicated they also intend to increase production)
- Access to national and international shipping via the Great Lakes
- Positioned on the Trans Canada highway
- Access via the International Bridge, to US Interstate I-75
- Two short line railways that provide connections to both trans Canada railways and the US rail network
- Airport
- Abundant land which can be utilized to develop industrial opportunities

Over the past few years the private and public sectors within the community, with the support of the federal and provincial governments, have undertaken various initiatives designed to take advantage of SSM's unique transportation strengths and opportunities. Some recent successes include:

- The establishment in 2006 of Purvis Marine's intermodal facility
- Development of the Carmen's Way truck corridor by the city of SSM
- A collaborative arrangement between major industries, Canadian Pacific and Huron Central Railway, federal and provincial governments and the city of SSM wherein the SSM to Sudbury rail line will receive in excess of \$36million in essential capital upgrades
- Commitment from the Canadian and US governments and the International Bridge Authority to undertake upgrades in the order of \$44 million to facilitate movement of international vehicle traffic
- In cooperation with the Federal and Provincial governments, the completion of a major study into multi modal opportunities

- Establishment of a Deep Water Port Steering Committee¹ and Essars undertaking of a study to clarify needs and opportunities associated with the development of a deep water port on the St. Marys River.
- Appointment in 2008 of a Global Gateway Transportation Steering Committee to *"Galvanize the community around essential transportation infrastructure requirements that will facilitate a secure and growing community within a regional global marketplace"*.
Representation on this committee included key industrial players, International Bridge Commission, City of SSM, Sault Ste. Marie Economic Development Corporation (SSMEDC), Community Development Corporation of SSM, Chamber of Commerce and Deep Water Port Committee.

Planning for the Future

In 2008 the Global Gateway Transportation Steering Committee met several times and identified the key SSM transportation Infrastructure requirements.

Project (descending order of priority)	Explanation	Timeline	Existing Capital commitment
Huron Central Rail Upgrade	Essential capital requirements for railway sustainability	Underway – completion within 4 years	\$36 million
Upgrades to International Bridge	Essential to meet existing and anticipated requirements.	Underway completion within 4 yrs	\$44 million
Deep Water Port	Requires dredging, construction of dock and related infrastructure	1-4 years	
International Bridge – Southbound traffic facilitation	Add two off bridge southbound lanes on the bridge structure. Estimated cost \$8 M.	TBD	
Serviced Industrial Land	Industrially zoned, serviced with access to rail, truck and marine services	TBD	
Establish and maintain ACR/HCR synergies	Work with existing SSM railways to develop and implement synergies for smooth traffic interchange	TBD	
Multi-modal Upgrade to rail	Upgrade required to accommodate movement of mm containers	4-8 years	
Inter-modal exchange facility & associated infrastructure	Required to accommodate Multi-modal service	4 -8 years	
	Multi-modal upgrade to bridges	4-8 years	

¹ (a group of concerned businessmen, Essar and the Sault Ste. Marie Economic Development Corporation (SSMEDC))

Establishing Priorities

Deep Water Port

In January 2009 City Council, on the recommendations of the Global Gateway Transportation Steering Committee identified the requirement for a deep water port as a priority project. This facility is deemed essential to meet existing and planned expansion of Essar and other local and regional industries.

Preliminary work has already been undertaken in this area including efforts by the Deep Water Port Steering Committee and a comprehensive study commissioned by Essar. A final strategy for this initiative must:

- Clarify the industrial requirements for the dock(s)
- Quantify the costs and benefits as well as sources of funding
- Address government regulatory requirements
- Identify the best approach to managing/operating the facility

Serviced Industrial Land

Consistent with anticipated development opportunities the City of SSM and the SSMEDC will be required to implement a process that ensures that adequate industrial land can be made available in a timely manner to meet ongoing and anticipated needs. The Transportation Infrastructure Task Force will work with these agencies to ensure that these requirements are identified and addressed.

Multi Modal Opportunities

The 2008 KPMG Multi Modal Study identified a viable opportunity to develop SSM as a multi modal hub. However, the recent economic downturn has had short term negative impacts on this opportunity. In 2009 KPMG stated that *"While recent economic conditions have caused a slowing of the US economy we anticipate that this will merely delay, rather than eliminate, the interest expressed by US companies in developing alternative transportation corridors"*. Subsequently the Multi Modal Task Force has recommended that further efforts be deferred pending a more favourable economic climate.

Other Transportation Infrastructure Requirements

In order to ensure SSM's future as a transportation hub we will have to be diligent in working with key stakeholders to ensure that future transportation needs are identified and addressed. Immediate expectations include further upgrading to the international bridge crossing (lane expansions) and a more integrated railway service area. The Transportation Infrastructure Task Force will facilitate/implement the processes necessary to ensure these and other needs are identified, prioritized and addressed.

Benefits of Pursuing SSM Transportation Infrastructure Vision

By taking a proactive approach to the development and implementation of a SSM Transportation Infrastructure Strategy we will position the community for ongoing economic stability and growth. SSM will continue to benefit from its strategic position as a key northern Ontario transportation hub. Specific benefits will include:

- Stability and expansion of Essar Algoma Steel, Tenaris Algoma Tubes and numerous other existing SSM and region industries
- Positioning SSM to benefit from new northern Ontario development opportunities including mining, forestry and manufacturing
- Position SSM to become an important international transportation hub e.g. Multi Modal
- Demonstrated initiative and consistency with respect to Provincial and Federal government objectives and strategies e.g. Grow North, Ring of Fire, international exports
- Consistency with government environmental and safety objectives i.e. reduced truck traffic

Government Support

In January 2009 representatives of the Global Transportation Committee and KPMG presented our transportation strategy to federal and provincial government representatives in Ottawa and Toronto. These presentations were very well received by the senior bureaucrats in attendance. Our strategy was recognized as being very consistent with the Northern Ontario Growth Plan and a number of Federal Government Programs and initiatives.

This strategy has been circulated to the other four major northern Ontario communities who have all indicated that they are supportive.

Learning from our Experiences

Over the past decade SSM has experienced a number of situations in which it is very apparent that a community that has a vision, has its act together and is persistent can make significant gains. Successful examples include the Building a Better Community Initiative and Destiny SSM economic diversification strategy.

Recently the approach taken to ensure the long term survival of the SSM to Sudbury short line railway proved very successful. The city's initiative, under the leadership of CAO J Fratesi, in identifying the issues, building key partnerships with industry, railways, key stakeholders and surrounding communities, developing and implementing a strategy and advocating and promoting the strategy to the federal and provincial governments was resoundingly successful in the face of what many perceived to be insurmountable odds.

Key lessons learned were:

- Do your homework, realistically investigate the situation
- Develop partnerships that include all key stakeholders
- Develop and implement a strategy
- Believe and persist

Strategies and Actions

If we are to pursue the vision of SSM as a growing community that benefits directly and indirectly from being recognized as a provincial, national and international industrial transportation hub we must:

- Develop strategies essential to pursue our vision and top priority initiative of a deep water port.
- Develop strategies to address other transportation infrastructure priorities and supporting requirements.

Implementation Now

If we are to continue to grow and prosper as a community we must be proactive rather than reactive:

- Proactively approaches to the development of a sound transportation infrastructure will position the community to grow its industrial base
- Recent opportunities have been missed because we do not have an accessible Deep Water Port
- This initiative is consistent with the City's proposed trip to visit Essar in India

Danger of Not Acting Now

Over the past decade SSM has been successfully nurturing its image as a community that has its act together and has a vision for the future. Failure to continue down this path has serious implications including:

- Potential threats to the success of existing transportation dependent industries
- Missed opportunities e.g. recently a chance to pursue a significant economic opportunity was missed due to the absence of a community dock)
- We will become reactive, rather than proactive. This will result in lost opportunities and access to necessary government support.

Next Steps

1. Establish SSM Transportation Infrastructure Steering Committee.. The mandate of this Committee will be to oversee, coordinate and facilitate activities that support the overall SSM transportation infrastructure objectives. Timeline for the Committee will be up to four years on an as required basis.

The Committee will report directly to City Council

Membership on the Committee will be:

- Essar Steel Algoma
- Saint Marys Paper
- Chamber of Commerce Representative
- City of SSM
- SSMEDC
- FedNor/Industry Canada (resource)
- Ontario Ministry of Northern Development, Mines and Forestry (resource)

The Committee will be chaired and coordinated by an independent chair. SSM's Chief Administrative Officer will be an ex officio member of the Committee and will champion key initiatives on an as required basis. The Committee will update or seek input from government reference groups on an as required basis e.g. Round Table.

Task Forces: *Task Forces* will be established by the Steering Committee on an as required basis to address identified priorities e.g.

- Deep Water Port
- International Bridge
- Rail issues and needs
- Air infrastructure
- Serviced Industrial Land

2. Financing: When council identified the need to support the development and implementation of a strategy to save the HCR they earmarked \$250,000 for this project. Actual expenditures were less than \$50,000. It is proposed that the remaining funds be set aside for implementation of the transportation infrastructure strategy. These funds would be used for essential administration and for cost sharing partnership arrangements with the private sector and/or federal and provincial governments such as essential feasibility studies. This will send a strong message that SSM is very serious about this initiative and is willing to provide the necessary financial leadership.
- Develop Strategic Approaches and an Action Plan: The first order of business of the Transportation Infrastructure Committee will be to develop a strategic approach and action plan. This will include affirmation of priorities and identification of specific actions necessary for implementation. Inherent in this approach will be the formal engagement of Essar Steel in the dock development process².

² This initiative will be up for discussion when the City's delegation visits Essar in India this March.

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: JACK RICE - CO-CHAIR TELEPHONE: 705-256-9067ADDRESS: 1228 QUEEN ST. EAST POSTAL CODE: P6A 2E7

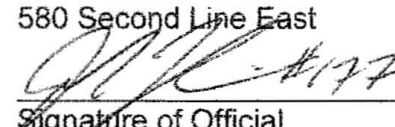
The above person hereby makes application for the closing of

LAKE STREET

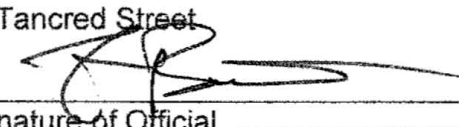
(Name of street to be closed)

from QUEEN STREET EAST to BALVUS PARK ENTRANCE
(reference points - street numbers, cross streets, etc.)on the 11 day of JUNE, 20 11 from 0700 am/pm to 0700 am/pmfor the purpose of SAVAT DRAGON BOAT FESTIVAL**APPROVALS SECTION:**

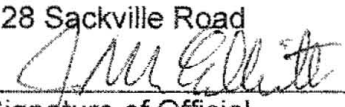
1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East


Signature of Official

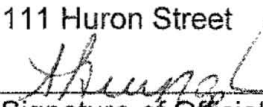
2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street


Signature of Official

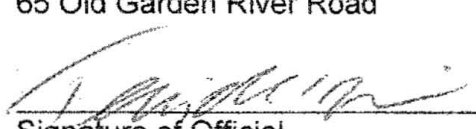
3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road


Signature of Official

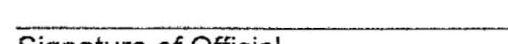
4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street


Signature of Official

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


Signature of Official

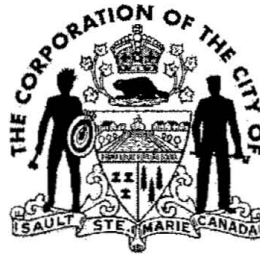
6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)


Signature of Official

RECEIVED CITY CLERK	
FEB - 8 2011	
NO.:	51744
DIST.:	Dakota/Council

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

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



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

2011 02 22

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Peter Tonazzo – Engineering & Planning – Planning Division**
Source Water Protection Committee
March, 2011
Toronto, Ontario
Estimated total cost to the City - \$ 1,044.35
Estimated net cost to the City - \$ 0.00
2. **Peter Schell – Engineering & Planning – Building Division**
House 2006
March, 2011
Woodbridge, Ontario
Estimated total cost to the City - \$ 1,947.84
Estimated net cost to the City - \$ 1,947.84
3. **Danny Krmpotich – Social Services Department**
The Immigration Advantage & Conference
February, 2011
North Bay, Ontario
Estimated total cost to the City - \$ 1,084.00
Estimated net cost to the City - \$ 0.00
4. **Ken Ferguson – Engineering & Planning Department**
Annual Servicing of Camera Truck
April, 2011
Vaughan, Ontario
Estimated total cost to the City - \$ 1,478.75
Estimated net cost to the City - \$ 1,478.75

5. **Florence Lake –Social Service Department**
Northern Leadership and Partnership Meeting
March, 2011
Thunder Bay, Ontario
Estimated total cost to the City - \$ 610.37
Estimated net cost to the City - \$ 610.37
6. **Nick Apostle –Community Services Department**
Parks and Rec. Ont.- Educational Forum
March, 2011
Huntsville, Ontario
Estimated total cost to the City - \$ 1754.50
Estimated net cost to the City - \$ 1754.50

Yours truly,

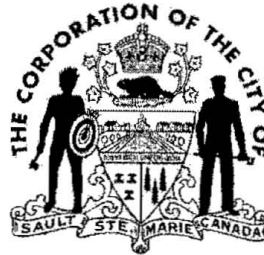


Joseph M. Fratesi
Chief Administrative Officer

JMF: bb

5(g)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 02 22

Mayor D. Amaroso and
Members of City Council,
Civic Centre.

Re: Extension of Tender for Seasonal Security (2010CT01)

Attached hereto for your information and consideration is a letter from Norpro Company, Sault Ste. Marie, offering a one year contract extension to their pricing for security requirements for the upcoming season, as required by various City Departments, for security at City Parks, Seasonal Rinks, Marinas, City Boardwalk and Works Centre.

A provision provided in the tender, allows the option to extend the contract on a yearly basis, but only if agreed to by both the City and the low bidding contractor.

The information received has been evaluated and reviewed with Mr. Jim Elliott, P. Eng., Commissioner of Public Works and Transportation and Mr. Nick Apostle, Commissioner of Community Services. The low tendered extension will leave all terms and conditions and pricing in effect for one additional season.

Funding for this service is derived from various Public Works and Transportation and Community Services accounts. With the 0% increase for this service, all service levels will remain the same or allows for expansion, if required.

RECOMMENDATION

Based on a 0% increase and the satisfactory past performance during this contract, it is my recommendation that the tender extension for the 2011-2012 Seasonal Security be accepted from Norpro Company for both Group A – Foot Patrol and Group B – Drive-by Patrol Security all at their unchanged tendered pricing for each group.

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.



NORPRO COMPANY

1496 Wellington Street East
Sault Ste. Marie, ON P6A 2R1
Tel: (705) 949-3227
Fax: (705) 949-3250

December 30, 2010

The Corporation of the City of Sault Ste. Marie
P.O. Box 580, Civic Center
Sault Ste. Marie, ON P6A 5N1

Attention: Mr. Ralph Robertson
Manager of Purchasing

Re: Security Guard and Patrol Services - Seasonal – File #2010CT01

Mr. Robertson:

With reference to our telephone conversation, please be advised of the following

NORPRO Company would be pleased to continue to provide our uniformed guard and patrol services to the City of Sault Ste. Marie, if required, under **GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS, PART 12, TERMINATION** of the above file number.

Our rates for both uniformed guard and patrol services will not change from the 2010 tender document. These rates will remain the same for the 2011/2012 term of the tender, regardless of any decreases/increases in hours or patrols.

The amounts referred to were based as follows (invoiced to the City of Sault Ste. Marie),

- | | | | |
|-------------------------|-----------------|---|------------|
| • Number of Guard Hours | 7,133 @ \$14.25 | = | 105,343.00 |
| • Number of patrols | 1,502 @ \$18.75 | = | 28,163.00 |

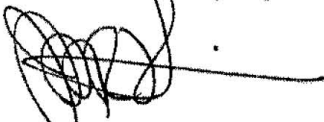
These figures are actual hours billed at the rates quoted by NORPRO Company.

According to last year's quotes, our nearest competitor's rates would result in a much higher cost to the City of Sault Ste. Marie (approximately \$17,800.00 more) over a twelve (12) month period. This would be without any increases that may or may not occur upon tendering.

As of January 14, 2011 All NORPRO Company employees will have completed the **Accessibility Standards Training** and by March 31, 2011 All NORPRO Company employees will have taken the **Standardized Safety Orientation** through SAFE Communities Partnership. All of our employees are certified in First Aid and CPR, Level C with AED.

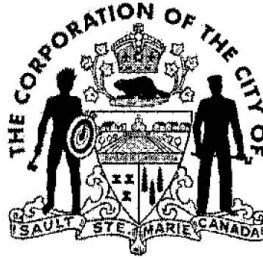
NORPRO Company looks forward to continuing their working relationship with the City of Sault Ste. Marie and should you have any questions or concerns, please feel free to contact me at any time.

Regards,
NORPRO Company

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

John M. R. Davison
President

Jacob Bruzas, CA
Financial Analyst



Finance Department

2011 02 22

Mayor Debbie Amaroso and
Members of City Council

Re: Inaugural Kiwanis Invitational Walleye Tournament - July 8-10, 2011

The Kiwanis Club of Lakeshore has submitted a Request for Financial Assistance for the Walleye Tournament taking place on July 8th - 10th, 2011. The request is for the waiving of the Bellevue Marina boat launch fees for tournament participants on July 9th and 10th, 2011. This gesture has been provided in the past by the City for previous organizations running fishing derbies on the St. Mary's River, most recently the 2010 Salmon Derby held by Sault Search and Rescue.

Recommendation

The Finance Department has reviewed this request to ensure that all financial information is complete, that eligibility criteria is met and assessment criteria has been applied, in accordance with the Financial Assistance Policy for Sustaining and Other Grants. The Kiwanis Club of Lakeshore Walleye Tournament application does *not* meet the eligibility criteria as the organization falls under the category of a service club or foundation, one which acts primarily as a funding source for other groups, and is specifically excluded from the Financial Assistance Policy. However, in the past, the City has provided free boat launching service for participants of fishing derbies which were run by various other organizations, whose applications were also deemed ineligible.

Joe Cain, Manager of Recreation and Culture, of the City's Community Services Department, has estimated that any lost revenue and incremental costs incurred by the waiving of the boat launch fees would be recovered through income from pre-tournament boat launch fees, increased marina gas sales and additional slip rentals during the event. The event would also generate additional rental revenue for the Roberta Bondar Pavilion.

Ian McMillan, Executive Director of Tourism Sault Ste. Marie, has provided a letter of support (see attached) recognizing the economic impact of the event bringing up to 400 out of town participants to the City.

- more -

5(h)

Report to Council – Kiwanis International Walleye Tournament

2011 02 22

Page 2

Based on past practice and the endorsement by the Community Services Department and Tourism Sault Ste. Marie, it is recommended that the request for the waiving of boat launch fees be approved.

Respectfully submitted,



Jacob Bruzas, CA
Financial Analyst

Recommended for approval,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

c. Joe Cain
Ian McMillan



RECOMMENDED FOR APPROVAL
Joseph M. Francesi
Chief Administrative Officer



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



DEVELOPMENT
Sault Ste. Marie
a division of the SSMEDC



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



TOURISM
Sault Ste. Marie
a division of the SSMEDC

b(h)

February 9, 2011

Jake Bruzas
Financial Analyst
City of Sault Ste. Marie

Re: Inaugural 2011 Kiwanis International Walleye Tournament

Dear Mr. Bruzas:

On behalf of Tourism Sault Ste. Marie (division of the Sault Ste. Marie Economic Development Corporation) please accept the following letter of support for the Kiwanis International Walleye Tournament. Based on the anticipated number of visitor days, Tourism Sault Ste. Marie is pleased to provide this event with financial support of \$1,000 plus delegate bags and visitor guides.

Tourism Sault Ste. Marie recognizes the economic impact of hosting such an event and we believe that the City of Sault Ste. Marie (highlighting our magnificent waterfront and the Bondar Pavilion) will provide an excellent venue for this event; superior to any other city on the Northern Ontario Walleye Trail circuit. Including the days leading up to the event, we anticipate that there will be 400 out of town participants and approximately 2,000 visitor days.

Sault Ste. Marie has a legacy for hosting high quality sports tournaments and special events and we embrace the opportunity to build on this success. Attractions such as the Agawa Canyon Tour Train, Canadian Bushplane Heritage Centre, Tree Top Adventures and OLG Casino Sault Ste. Marie combined with multiple shopping areas and many fine restaurants provide a lot of options for the participants and their families to enjoy.

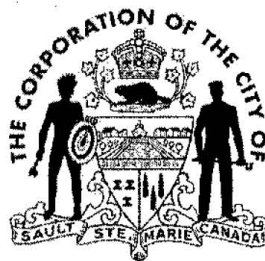
On behalf of Tourism Sault Ste. Marie, I would like to compliment you and the efforts of the Kiwanis Club in their efforts in organizing a significant annual waterfront event.

With Regards,

Ian McMillan
Executive Director
Tourism Sault Ste. Marie



Jacob Bruzas, CA
Financial Analyst



Finance Department

2011 02 22

Mayor Debbie Amaroso and
Members of City Council

Re: 2011 Application for Financial Assistance: Algoma Art Society

The Algoma Art Society has submitted a Request for Financial Assistance for permanent space at the John Rhodes Centre and assistance for promotional material. The request is for the provision of these items/services at no cost, OR a grant of \$5,320.

Recommendation

The Finance Department has reviewed the request to ensure that all financial information is complete, that the eligibility criteria is met, and the assessment criteria has been applied in accordance with the Financial Assistance Policy for Sustaining and Other Grants. The Algoma Art Society application does *not* meet the eligibility criteria. The request was made to fund advertisements and provide permanent space free of charge at the John Rhodes Community Centre, both of which are deemed administrative expenditures. Administrative expenditures are specifically excluded in the policy. In addition, the policy states that financial assistance from the City should not be considered as a primary source of funding, which it would be in this case.

The City's Community Services Department recognizes the valuable contribution that the Algoma Art Society provides to the community; however, the C.S.D. does not support the request for free use of space in the facility for their on-going activities when so many other not-for-profit groups pay a user fee. Permanent space is unfeasible due to the lack of unoccupied space at the Centre.

It should be noted that a similar application has been made through the City's Cultural Financial Assistance Policy, for which the Society's request is deemed better suited.

Report to Council – Algoma Art Society Request for Financial Assistance

2011 02 22

Page 2

Because the application does not meet the eligibility criteria of the Financial Assistance Policy for Sustaining and Other Grants and with input provided by the Community Services Department, it is recommended that the Algoma Art Society's application be denied.

Respectfully submitted,



Jacob Bruzas, CA
Financial Analyst

Recommended for approval,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

c. Nick Apostle

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(j)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

February 22, 2011

Mayor Debbie Amaroso
and Members of City Council

Essar Centre Private Suites – Five-Year Leases

The Private Suites at the Essar Centre were leased at the start of the 2006 – 2007 hockey season at either a five-year or ten-year term. Six of the thirteen suites have an agreement for a five-year lease which terminates at the end of this hockey season. The Suite Holder Agreement states that the lease holder has the first option to enter into a new agreement on terms and conditions established by the City.

Any suite that is not renewed by the present suite holder will be offered to those on the waiting list, which is in excess of 20 names. This list was established at the original offering in 2006 and was added to in 2008 when expansion to the suite level was considered.

Staff in the Legal and Community Services Departments have reviewed the agreement and the only major item that is recommended for change is an increase to the annual lease fee for five-year suite leases. There are a few minor changes to be implemented; however, they do not influence the essence of any of the clauses.

The 2006-07 annual License Fee of an eight-seat suite for a five-year lease was \$8,195. and increased in each subsequent year by the Consumer Price Index, resulting in fees of \$8,375., \$8,518., \$8,552., \$8,689 respectively. Staff surveyed the price of suites at some of the other OHL facilities. In all cases, the five-year lease rates were greater than ours, including Sudbury where the suites were added to their existing facility and are not as "first-class" as the Essar Centre's suites. As a result of this survey, it is being recommended that the License Fee of a five-year lease for an eight-seat suite be increased to \$9,500. annually, with the terms and conditions remaining the same. This rate is slightly more than the rate in Sudbury. Suites with more than eight seats would see their License Fee pro-rated based on the increased rate for an eight-seat suite. It should be noted that the existing terms and conditions allow for the license fee to be adjusted annually by the Consumer Price Index for Sault Ste. Marie.

Recommendation

It is recommended that Council approve an increase in the annual License Fee of a five-year lease for an eight-seat suite at the Essar Centre to \$9,500. plus taxes; and further that suites with more than eight seats have their License Fee pro-rated based on the increased rate for an eight-seat suite.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

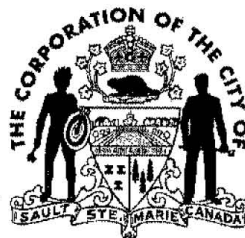
jbl/council/2011/essar centre private suite 5 year term renewal

RECOMMENDED FOR APPROVAL

Joseph M. Prato
Chief Administrative Officer

5(K)

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

2011 02 22

Mayor Debbie Amaroso
and Members of City Council

**REQUEST FOR FINANCIAL ASSISTANCE FOR NATIONAL / INTERNATIONAL
SPORTS COMPETITIONS – RICHARD MacLENNAN – SPEED SKATING**

The attached application was received on January 24, 2011 from Richard MacLennan for a financial assistance grant to attend the ISU World Cup of Speed Skating in Moscow, Russia from January 28-30, 2011. The Parks and Recreation Advisory Committee reviewed the application from Richard MacLennan at their meeting on February 1, 2011 and found that it meets the criteria of the Financial Assistance Policy for National/ International Sports Competitions. The following resolution was passed:

Moved by: M. Kontulainen
Seconded by: M. Headrick

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Richard MacLennan for financial assistance for the World Cup Speed Skating Championships in Moscow, Russia from January 28-30, 2011 in the amount of \$200.00 and that a report be sent to City Council for their approval."

CARRIED.

City Council is therefore requested to approve a \$200.00 grant for Richard MacLennan for his participation in the World Cup Speed Skating Championships in Moscow, Russia from January 28-30, 2011.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

j:\council\2011\council report fin asst speedskating

attachments

January 20, 2011

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

Dear Mr. Cain

Re: Request for Financial Assistance National International Sport Competitions

Please see enclosed application for Financial Assistance for Richard MacLennan.

Richard will be representing Canada in the 1000 metre distance at the upcoming ISU World Cup in Moscow, Russia, January 28 – 30, 2011.

Sincerely,



Don MacLennan
(Richard's Father)

COMMUNITY SERVICES DEPT.

JAN 24 2011

RECEIVED



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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Richard Madernan

Address: [REDACTED]

Sault Ste. Marie Postal Code: [REDACTED]

Phone: [REDACTED] (H) [REDACTED] (W) Fax: N/A

Email: [REDACTED]

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

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

Name: (Same as above)

Address: [REDACTED]

Postal Code [REDACTED]

Name of Team or Club (If applicable):

Name of National or International Sporting Competition:

ISU World Cup

Date(s) of Competition:

January 28-30, 2011

Location of Competition:

Moscow, Russia

Name of Sports Governing Body:

Speed Skating Canada, International Skating Union

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

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

\$ 200.00

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

Transportation, meals and incidentals

Have you previously requested financial assistance from the City?

No _____ Yes ☒ Amount \$ 200.00

If yes, please indicate the year(s):

2009 and 2010

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

Richard MacLennan

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

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

DATE: 2011 Jan 17
Year Month Day

<u>Richard MacLennan</u>	<u>AMZ</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Name (Applicant)	Title (If applicable)	Signature	Phone Number
<u>IAN Ouelman</u>	<u>Co-ord.</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Name (Club Official)	Title	Signature	Phone Number

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

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

For additional information:

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

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

Joe Cain

From: BaSchouten [REDACTED]
Sent: January 20, 2011 6:08 PM
To: Joe Cain
Cc: [REDACTED]
Subject: Richard MacLennan

Dear Mr. Cain.

My name is Bart Schouten, National Team Coach for Speed Skating Canada and I am writing on behalf of Richard MacLennan.

Please be advised that Richard MacLennan has qualified to represent Canada in the 1000 metre distance at the upcoming ISU sanctioned World Cup in Moscow, Russia, January 28 - 30, 2011.

Please note that this is not an open competition. Entry is restricted to skaters who have qualified through National Championships and Richard qualified by placing among the 5 best 1000 meter skaters in Canada.

*Additional information is available on the ISU website:
www.isu.org*

If you have any questions please call me at [REDACTED]

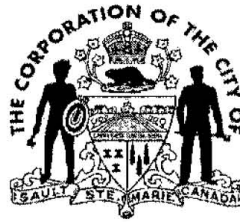
Regards,

*Bart Schouten
Speed Skating Canada*

01/25/11

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

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

2011 02 22

Mayor Debbie Amaroso
Members of City Council

**Re: 2010 Annual Fee Report
Proposed Fee Changes and Changes to the Building By-Law 2008-148**

This report is presented to Council as required under section 7. (4) of the Building Code Act, and contains the information as listed in Article 1.9.1.1, Division C Part 1 of the Ontario Building Code.

Fee Report

As required under the Building Code Act, the fee report (attached) will show permit fee revenue and expenditures for 2010. All expenditures shown are direct and indirect costs incurred by the Building Division related to permit issuance and building inspection. In 2008 a new fee structure was adopted and the fees were adjusted to better match anticipated costs. During the 2010 construction season \$1,005,327.70 in fees was collected, with expenditures of \$1,243,887.52 related to Building By-Law services.

As a result of this fee adjustment our revenues were relatively balanced with our overall costs and the intent of the Building Code Act was met. The intent was to ensure that fees collected would be used for the purpose of permit related activities only and that revenues be somewhat equal to costs. However, the Act also allows us to carry a reserve fund which is made up of surplus fees. Council, by resolution, has decided to reduce the Building Division reserve fund by charging rent for the office space used by the Building Division, less any space attributed to By-law enforcement.

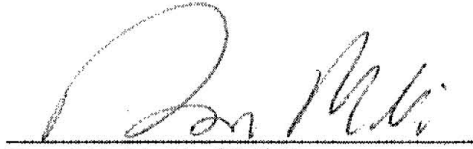
The total rent being charged will be \$400,000 based on the resolution of May 10, 2010 approving the Fee Report and withdrawal of \$300,000 from the 2009 Reserve Fund to accommodate retroactive office rent charges for 2007-2009. All activities related to by-law enforcement (calculated to be 10% of all activity), cannot be charged to the overall budget and cannot be paid by using permit revenue. The total cost of by-law enforcement plus 10% of the rent charge is \$155,561.28. The total cost of Building enforcement is \$1,243,892.60 which includes indirect cost and 90% of overall rent charged. This leaves an overall budget deficit of \$272,506.38 which can be taken from the existing Building Division reserve fund.

Recommendation

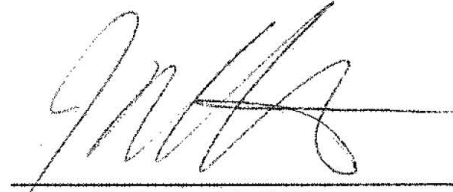
It is our recommendation that Council accept the Fee Report as information.

Respectfully submitted:

Recommended for Approval:

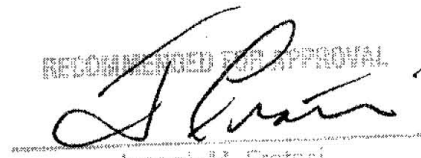


Don W. Maki, CBCO
Chief Building Official



Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

/bb
Attach.



RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759- 5410

Fax: (705) 541-7165

**The Corporation of the
City of Sault Ste. Marie**

ANNUAL REPORT – BUILDING PERMIT FEES

Total Permit Fees (Revenues) collected for the period January 1, 2010 to December 31, 2010 under Building By-Law 2008-148 of the City of Sault Ste. Marie\$1,005,327.70

Cost of Delivering Services:

Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement.

Total Costs of Division.....\$1,399,453.80

Less Total By-Law Enforcement cost - \$ 155,561.28

Total Building Enforcement Costs..... \$ 1,243,892.60

Indirect Costs:

Indirect Costs are deemed to include the costs for support and overhead services to the Building Division of the City of Sault Ste. Marie being a ratio .0384.

Total Building Enforcement..... \$ 1,243,892.60

Less Total Building Rent (\$400,000 minus 10% bylaw enforcement) - \$ 360,000.00

Total Building Enforcement Costs x indirect cost ratio .0384..... \$ 883,892.60

Sub-Total – Indirect Costs.....\$ 33,941.48

Total Costs:

Total Building Enforcement..... \$ 1,243,892.60

Plus Indirect Costs..... \$ 33,941.48

Grand Total Indirect and Direct Building Enforcement Costs..... \$ 1,277,834.08

Revenues as of December 31, 2010..... \$ 1,005,327.70

Total Costs (revenue minus cost)..... \$ 1,277,834.08

Statement of Reserves: **difference \$ (272,506.38)**

Building Division Reserve Fund Account 2010 \$1,894,047.71

Budget Difference \$ 272,506.38

Total Remaining Reserve \$1,621,541.33

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

2011 02 22

Mayor Debbie Amaroso
Members of City Council

Re: Solar Photovoltaic System at West End Community Centre

At the 2011 01 24 meeting, Council was advised that the Engineering & Planning and Finance Departments would be providing a report summarizing the consultant's analysis of potential sites for a rooftop solar photovoltaic project and provide a recommendation for a preferred City facility.

The feasibility study approved at the 2010 09 27 meeting has been completed. The short list of three City facilities includes the Public Works and Transportation Garage, the Transit Garage and the proposed West End Community Center (WECC). The consultant has completed its review of the facilities and has concluded that a rooftop solar photovoltaic project is most feasible on the new WECC. Reasons include the fact that the structural design is adequate to support the panels and the proposed main electrical equipment is considered suitable for connecting a solar generating system. Initial capital cost is in the range of \$1.5 million. It is noted that both the Transit and PWT buildings require roof and wall repairs in the short term. The executive summary of the report is attached.

Previous reports have advised Council that an application must be submitted to and must be approved by the Ontario Power Authority (OPA) to receive a contract under the Feed-In-Tariff (FIT) program. It is the understanding of staff that as of early February, the queue is long, with 550 similar FIT applications still requiring review and 850 currently under review, and there is no reliable estimate of approval timelines. The feasibility relies on a contract for 71 cents per kilowatt hour. This would generate estimated revenue of \$140,000 annually for a simple payback period of under eleven years for the WECC. It is our understanding that the PUC has indicated there is sufficient capacity to connect this system to the grid at this time.

The Gas Tax revenue has been mentioned as a potential one time source of capital funding, however, the Engineering Division has advised Council of the backlog of roads, services, bridges and aqueducts requiring reconstruction, which is typically where the Gas Tax revenue has been assigned. Further, it is known that PWT requires funding for replacement of buses. The Gas Tax has been an important source of funding to keep pace with rising construction costs and increase road construction in our community. Given the pressure for use of the funds, it is appropriate to confirm whether or not a private arrangement is possible for this project. A private firm might develop a business plan to provide, operate and maintain the photovoltaic installation in a revenue sharing arrangement with the City. This is considered by staff to be the last piece of the puzzle prior to a recommendation to Council.

Unless directed otherwise, the intention is to complete the request for proposal (RFP) process to establish if there are private proponents willing to enter into a contractual arrangement for the use of the proposed WECC roof for the generation of solar power. If the terms of an RFP submission is acceptable to staff and approved by Council, it is anticipated that only a portion of the revenue stream would be shared with the City. This will be completed prior to the City applying to the OPA. It is estimated that this process will take approximately three to four months.

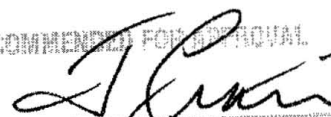
This report is for the information of Council.

Respectfully submitted,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Probst
Chief Administrative Officer

/bb
Attach.

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Executive Summary

AECOM was retained by the City of Sault Ste. Marie (City) to carry out a review of the structural implications and feasibility of installing solar generating panels on the roofs of several City buildings. The buildings that have been included in the study include the Transit bus repair and storage building on Huron Street, the Works garage facility on Sackville Road, and the proposed new West End Community Centre (WECC). The solar generating systems would be constructed within the terms of the Government of Ontario's Feed In Tariff program that establishes long term contracts for electrical generation from renewable sources.

The study included a structural review of the existing roof components at the Transit and Works buildings to determine if the roof could support new solar generating systems. This work involved a visual inspection of the roofing structural components, detailed measurements of the structural components, and a structural evaluation of the capacity of the system to support additional loading. At the WECC the building has been designed to support a solar generating system on the south facing portion of the sloped roof over the soccer fields and so a further structural review of this building was not included in our scope.

On the basis of the potential for additional weight that could be supported by the buildings' roof structure a possible solar generating system was selected and a size of a system was determined for each building. The capital cost of each generating system was estimated and the implications of connecting the solar generating system to existing electrical systems at each building were considered. The electrical generating potential and anticipated revenue for each system was determined and the relative pay back for installing a solar generating system at each building was evaluated.

At the Transit building it is estimated that a 160 kW solar panel system could be installed for an estimated cost of \$1,650,000 not including the roof replacement costs but including allowances for contingencies and engineering. The anticipated annual generation should be 187,000 kWhrs for anticipated annual revenue of about \$133,000. The straight line pay back period is 12.4 years not including the influence of interest costs. Prior to installing a solar system on the roof areas it is recommended that the roofing membrane at the Transit building repair and storage bays should be replaced. The estimated cost to replace the roofing is \$780,000 including contingencies and engineering. The total cost for the roof replacement and solar generating system is estimated to be \$2,430,000.

At the Works garage building it is estimated that a 60 kW solar panel system can be installed. It is determined that the main roof area is not structurally adequate to support a large scale array of solar panels on the roof, and a solar generating system including rows of panels along the south wall face and two rows of panels on the roof at the south edge of the roof are structurally feasible. It is estimated that the overall cost for a solar system, excluding upgrading the existing south wall is \$626,000. The anticipated annual generation should be 66,000 kWhrs for anticipated annual revenue of about \$47,000. The straight line pay back period is 13.3 years, not including the influence of interest costs. The estimated cost to upgrade the wall system is \$216,000 including contingencies and engineering. The total cost for the wall upgrade and solar generating system is estimated to be \$842,000.

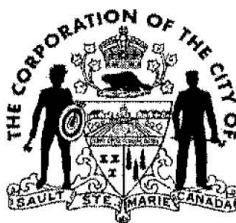
At the WECC it is concluded that a 240 kW solar panel system can be installed at the south facing roof over the soccer fields. It is estimated that the solar generating system will cost \$1,462,000 including contingencies and engineering. The anticipated annual generation should be 197,400 kWhrs for anticipated annual revenue of about \$140,700. The straight line pay back period is 10.4 years not including the influence of interest costs.

In addition to the conclusions related to the solar generating systems several recommendations are presented in the report with respect to maintenance or upgrading of roofing and wall systems at the Transit and Works buildings. In particular the roofing at the Transit building should be replaced in the near future, and the south wall cladding system at the Works building should be replaced and upgraded.

5(n)

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

2011 02 22

File: B-07-06

Mayor Debbie Amaroso
Members of Council

RE: GREAT LAKES SUSTAINABILITY FUND

A funding opportunity was recently announced through the Environment Canada Great Lakes Sustainability Fund (GLSF) that directly relates to work being completed through the Engineering & Construction Division Stormwater Investigative Study. The GLSF is focused on proposals that will benefit and assist in implementing actions in Areas of Concern (AOC), such as the St. Marys River. There are several projects that have been identified in the Stormwater Management Master Plan, currently under development through the Engineering & Construction Division, that directly relate to this mandate.

Therefore, in order to meet the funding deadline of February 1, 2011, an application was submitted for three projects that will assist in improvements to the St. Marys AOC, as follows:

- **Storm Sewer Outfalls**

Although storm sewer outfalls have been identified in the City's Stormwater Investigative Study as sources of contaminants to the river, there has been very little historical sampling and testing done at the sites to quantify the potential impacts. Seven outfalls have been selected as priorities for monitoring of water quality for purposes of obtaining baseline data. As capital funds become available, it is the long term intent of the City, based on recommendations within the Stormwater Management Investigative Study, to install oil-grit separators at specific locations, in order to improve the quality of stormwater directed to the St. Marys River. Follow-up monitoring is also proposed at the outfall(s) affected by the installation(s).

- **East End Snowdump**

The City of Sault Ste. Marie operates a snow-dump site in the east end of the city, southeast of Queen Street East and northeast of the City's East End Wastewater Treatment Plant. This snow-dump's southeast property line is the shore of the St. Marys River and run-off from the site enters the river. The site has been identified in the City's Stormwater Investigative Study as a source of contaminants to the river. Again, there has been very little sampling and testing done to quantify the potential impacts and to enable an assessment of remedial measures to mitigate those impacts. The purpose of the study will be to conduct monitoring at the site to assess potential impacts to the Area of

Concern and provide baseline data for a preliminary feasibility study of alternative measures available to mitigate the identified impacts.

- **Bellevue Park Pond**

The Bellevue Park pond has been identified as a source of contaminants to the St. Marys River. The purpose of the project is to obtain baseline monitoring data to quantify the potential impairment and provide information to assess potential mitigating actions. The intention of the study is also to address the water level issue in the pond.

The total project budget is \$158,700.00 over a four year time period. If approved, the Great Lakes Sustainability Fund will fund one third of the project costs. Total funding requested from Environment Canada is \$52,900.00, with the remaining \$97,800.00 attributed to City costs, and \$8,000.00 as an in-kind contribution. In consultation with Don Elliott, P. Eng., Director of Engineering Services, and Bill Freiburger, Commissioner of Finance and Treasurer, it has been determined that the project can be funded through the Urban Only levy which forms a portion of the capital works program. If approved for the federal funding, discussions will be held with the province to determine if any funds are available at that level.

This report is for Council's information only, and is intended to advise Council of the recent application for funding under the Great Lakes Sustainability Fund. If funding is approved, a subsequent report will be prepared for Council approval, with the associated budget (with City share to come from Urban Only levy), and recommendation for Consulting Engineering services.

Respectfully submitted,

Recommended for Approval:



Catherine Taddo, P. Eng.
Municipal Services Engineer

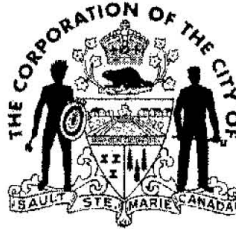


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

File No. C.4.2

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Lorie A. Bottos
Corporate Counsel

DATE: 2011 02 22

**RE: CITY RENEWAL OF THE CONTINUOUS SAFETY SERVICES
AGREEMENT WITH THE ELECTRICAL SAFETY AUTHORITY**

PURPOSE

The purpose of this report is to recommend to City Council the renewal of the Agreement the City has had with the Electrical Safety Authority (ESA) for the Continuous Safety Services Program (CSS).

BACKGROUND

Since early 1999 the City has had an agreement in place, renewed annually, with the ESA for the inspection of City buildings and facilities. The CSS program provides for the inspection of City facilities and buildings by the ESA. The inspections highlight for the City possible electrical problems. City staff or electrical contractors can then fix those problems before they cause any injury. This program also provides inspections for other City installations such as traffic lights and electrical wiring for pumping stations.

Another important component of the ESA service under this program is the training offered by ESA staff. Under the agreement (see Schedule A to the agreement attached to By-law 2011-31 under Included Services) the City receives 5 hours of training workshops for a total of 17.5 hours of training.

As indicated above the City has been involved in this program with the ESA for about 12 years now. To give Council an idea of the total cost of the program to the City I asked the ESA to summarize a total cost for the years 2006 through to 2009. Those costs are as follows:

2006	\$32,832.95
2007	\$42,409.18
2008	\$38,491.31
2009	\$39,155.22

For 2010, although final figures might not be in, the City's Accounting Division has estimated the cost of the program to the City to be \$43,118.00.

On Schedule A of the Agreement the annual fee is set out. For the period April 1, 2011 to March 31, 2012 the fee is \$34,371.00 plus HST. It is important to note that some services are not included in the CSS program. Those excluded services are set out in section 2.2 of the agreement. That is why the total cost of the program exceeds the amount set out in Schedule A of the agreement.

COMMENT

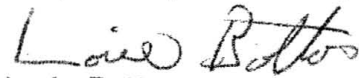
The program is an important one for the City. It is expensive but at the same time it shows the City's due diligence in protecting its employees and members of the public from harm from electrical failures.

This evening Mr. Paul Shamess, acting General Manager, Northern Region will be at council to make a brief presentation on the ESA as well as the CSS program. He will also be available to answer any questions council might have.

RECOMMENDATION

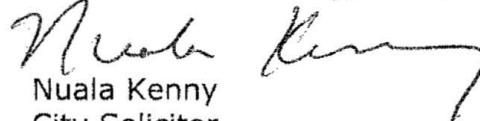
By-law 2011-31 appears on the agenda this evening and is recommended for council's approval.

Respectfully submitted,

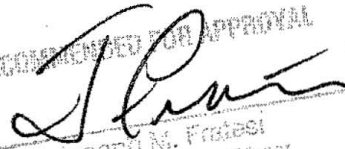


Lorie Bottos
Corporate Counsel
LAB/cf

Recommended for approval,



Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

File No. P.2.1.9

REPORT TO: Mayor Debbie Amaroso and Members of Council

REPORT FROM: Lorie Bottos, Corporate Counsel

DATE: 2011 02 22

Re: REQUEST TO EXPAND THE BUSINESS IMPROVEMENT AREA

The Downtown Association attempted to expand its boundary to include the area from Dennis Street up to but not including Gore Street. The process for this expansion is set out in the Municipal Act. The Act specifies that notice must be given to members and those who would be considered members if the expansion is successful. Those receiving notice have the opportunity to object to the expansion. Objections are to be filed with the City Clerk. If the objections total 1/3 of persons entitled to notice than council can not pass any by-law expanding the boundary.

In this case we received twelve (12) objections which amounts to 44.64% of persons entitled to notice. Accordingly the expansion will not proceed at this time. The Downtown Association has been advised. This report is for the information of Council.

Respectfully Submitted,

Lorie Bottos
Corporate Counsel

LAB/cf

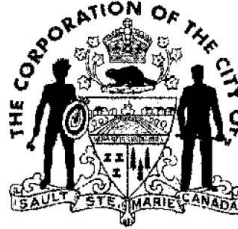
Council Reports\2011\Downtown Ass expansion feb22.11

5(q)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

File No. R.1.2.1.

REPORT TO: Mayor Debbie Amaroso and Members of Council

REPORT FROM: Lorie Bottos, Corporate Counsel

DATE: 2011 02 22

Re: PROHIBITION AGAINST THE FEEDING OF RACCOONS

This report is in response to Council Resolution moved by Councillor P. Mick dated August 23, 2010 regarding the feeding of raccoons. Attached is a copy of that resolution.

The City has authority under section 10(2)9 of the Municipal Act to pass by-laws regarding animal control. I have checked with the Building Division regarding the enforcement of such a by-law. They advised that to provide adequate enforcement they would require additional staffing which would come at an additional cost. There is also an evidentiary concern in that we would have to prove who is feeding the raccoons which may be difficult to show.

Perhaps the best solution would be to begin a public awareness campaign advising the residents of Sault Ste. Marie of the hazards associated with feeding any wild animals including raccoons.

At this time, no by-law is recommended.

Respectfully Submitted,

Lorie Bottos
Corporate Counsel

LAB/cf
attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Council Reports\2011\Raccoons

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



CITY COUNCIL RESOLUTION

Date: August 23, 2010

5(9)
Agenda Item

7(b)

MOVED BY
SECONDED BY

Councillor
Councillor

P. Mick
B. Hayes

Whereas the feeding of raccoons has resulted in a health hazard and nightly disturbances in a Ward 3 neighbourhood, and

Whereas residents have paid over \$500. to hire a trapper to relocate over 21 raccoons

Be it resolved that Council requests staff to report back on the establishment of a by-law prohibiting the feeding of raccoons in residential neighbourhoods.

☒ CARRIED
☐ REFERRED

☐ DEFEATED
☐ OFFICIALLY READ NOT DEALT WITH

☐ AMENDED

☐ DEFERRED

Frank Fata
SIGNATURE

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

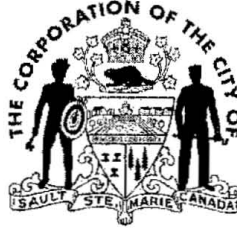
☐ Comm. Community Services
☒ Comm. P.W. & Transportation
☐ City Clerk
☐ Fire Chief
☐ Police Chief

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

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



**LEGAL
DEPARTMENT**

File No. R.1.2.24

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Lorie A. Bottos
Corporate Counsel

DATE: 2011 02 22

RE: OUTSTANDING COUNCIL RESOLUTION REGARDING GRAFFITI

PURPOSE

The purpose of this report is to respond to the following Council resolution of June 14th regarding graffiti moved by Councillor S. Myers and seconded by Councillor T. Sheehan:

"Whereas the City of Toronto has implemented a Graffiti Transformation Program and Graffiti Abatement Program;
Therefore Be It Resolved that appropriate staff investigate the particulars of the City of Toronto graffiti programs and report back to Council with recommendations as to how such programs might be implemented in Sault Ste. Marie and identify any potential costs."

ATTACHMENT:

Toronto Municipal Code, Chapter 485 regarding graffiti adopted by By-law 123-2005 passed February 16, 2005.

BACKGROUND

City Council passed an earlier resolution on April 26, 2010 that dealt with graffiti. In that resolution, Council asked for a verbal report from the Community Quality Initiative (CQI) on a program which worked with young offenders to reduce

incidents of graffiti. Council then passed the above-quoted June 14th resolution that asked for a staff report on the City of Toronto program.

There are two aspects to the Toronto program. The first involves individuals apprehended for causing graffiti having to clean the graffiti as part of their punishment. The second is a by-law that requires property owners to clean any graffiti that appears on their property regardless of how it got there.

In regards to the first issue, City Police were contacted to determine the number of incidents of graffiti that have occurred in Sault Ste. Marie over the past year. There were 33 reported cases of vandalism due to graffiti. The incidence of Police Services actually being able to apprehend someone creating the graffiti is obviously fairly low. In 27 of the cases no suspects were identified. In four of the cases individuals were dealt with by way of restitution. In the other two incidents there were suspects but not enough evidence to lay a charge.

As Council will see in the Toronto by-law there is an exemption for an art mural. However, the mural has to be deliberately commissioned for that particular property.

The second aspect in the Toronto by-law is that the onus is put on the property owner to remove graffiti within 72 hours. If the owner or occupant fails to comply with the notice given to remove the graffiti then the municipality can remove the graffiti and add the cost to the tax roll.

COMMENT

Property owners in the City may have a problem with being required to remove graffiti from their property. They would likely resent having to spend their own money to address a problem that they did not create.

Also, given the number of incidences reported by Police Services it does not seem that graffiti is as big a problem here as it is in larger centres.

If Council decides to implement a by-law similar to Toronto's, we do not have the staff available currently to remove the graffiti as provided for in the City of Toronto by-law. That could be addressed by the City retaining a private contractor to do the work and adding the costs to taxes.

RECOMMENDATION

The incidences are low in Sault Ste. Marie and in my opinion do not yet warrant a by-law. The situation could be monitored over the next year or two and if it gets worse then a by-law modelled after the City of Toronto by-law could be brought forward to Council.

However, if Council wants a by-law at this time I could bring back to Council a by-law similar to the Toronto by-law.

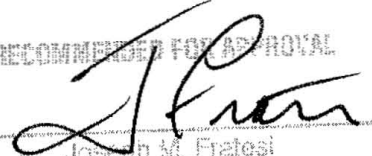
Respectfully submitted,



Lorie Bottos
Corporate Counsel

LBdh
Attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Chapter 485

GRAFFITI

§ 485-1. Definitions.

§ 485-4. Notice to comply.

§ 485-2. Application to interior space.

§ 485-5. Failure to comply; removal by City; costs.

§ 485-3. Graffiti prohibited.

§ 485-6. Offences.

[HISTORY: Adopted by the Council of the City of Toronto 2005-02-16 by By-law No. 123-2005.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Property standards — See Ch. 629.

§ 485-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ART MURAL — A mural for a designated surface and location that has been deliberately implemented for the purpose of beautifying the specific location.

GRAFFITI — One or more letters, symbols, figures, etchings, scratches, inscriptions, stains or other markings that disfigure or deface a structure or thing, howsoever made or otherwise affixed on the structure or thing, but, for greater certainty, does not include an art mural.

INTERIOR SPACE — Includes an interior wall, ceiling, floor and any other partition that defines the interior space.

OFFICER — A City employee whose duties include the enforcement of this chapter.

OWNER — Includes:

- A. The person for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the person's own account or as agent or trustee of any other person, or who would receive the rent if the land and premises were let; and
- B. A lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property.

¹ Editor's Note: This by-law was passed under the authority of sections 128 and 130 of the *Municipal Act, 2001*, S.O. 2001, c. 25.

TORONTO MUNICIPAL CODE
GRAFFITI

§ 485-2

PROPERTY — A building or structure or part of a building or structure, and includes the lands and premises appurtenant thereto and all mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected, and includes vacant property.

PUBLIC PLACE — A place to which the public has access, as of right or by invitation, expressed or implied.

§ 485-2. Application to interior space.

This chapter does not apply to the following:

- A. An interior space of a building.
- B. An interior space of any other structure that is not otherwise visible from a highway or other public place.
- C. A thing located wholly within the interior space of a building or a structure as described in Subsection B.

§ 485-3. Graffiti prohibited.

- A. No person shall place or cause or permit graffiti to be placed on property or on a wall, fence, or other structure or thing in a highway or other public place not included in the definition of property in § 485-1.
- B. The owner or occupant of property shall maintain the property free of graffiti.
- C. The owner or occupant of a wall, fence, or other structure or thing, in a highway or other public place not included in the definition of property in § 485-1, shall maintain the structure or thing free of graffiti.

§ 485-4. Notice to comply.

- A. An officer who finds a contravention of this chapter may give written notice to the owner or occupant of the property, structure or thing, as described in § 485-3, requiring compliance with this chapter within the time period specified in the notice but no sooner than 72 hours after the notice is given.
- B. The notice may be served personally on the person to whom it is directed or by registered mail to the last known address of that person, in which case it shall be deemed to have been given on the third day after it is mailed.
- C. If there is evidence that the person in possession of the property is not the registered property owner, the notice shall be served on both the registered property owner and the person in possession of the property.

TORONTO MUNICIPAL CODE
GRAFFITI

§ 485-4

- D. If the address of the owner is unknown or the City is unable to effect service on the owner or occupant under Subsection B, a placard stating the terms of the notice and placed in a conspicuous place upon land on or near the property, structure or thing shall be deemed to be sufficient notice to the owner.
- E. Review of notice for art mural exemption.
- (1) A notice, including notice by placard, given or placed under this section, shall contain the statement that the owner or occupant may, upon receipt of notice under this section, request that the issuance of the notice be reviewed by the community council on the basis that the markings are exempt as an art mural.
 - (2) The community council in Subsection E(1) shall be the community council for the geographic area in which the property, structure or thing is located.
 - (3) If the property, structure or thing is located in the geographic area of more than one community council, the review request may be heard by any community council responsible for one of the geographic areas in which the property, structure or thing is located, and notice of the review request will be given to the councillor of any ward in which the property, structure or thing is located.
 - (4) A request for review under Subsection E(1) shall be in writing to the Commissioner of Urban Development Services as indicated on the notice.
 - (5) The request for review and any non-refundable processing fee set out in Chapter 441, Fees, must be received within the time period for compliance specified in the notice.
 - (6) When a request for review as an art mural has been received along with the required processing fee under Subsection E(5), the Commissioner of Urban Development Services shall prepare a report and refer the matter to the community council for consideration and shall not take any action under this chapter until the matter has been dealt with by the community council under delegated authority, or by the community council and by Council. **[Amended 2007-03-06 by By-law No. 176-2007]**
 - (7) An owner requesting a review of a notice, and any other interested person, shall be heard by the community council which may: **[Amended 2007-03-06 by By-law No. 176-2007]**
 - (a) If the property, structure or thing is located in the geographic area of one community council, under delegated authority:
 - [1] Grant the exemption, with or without conditions, and cancel the notice; or

TORONTO MUNICIPAL CODE
GRAFFITI

§ 485-5

- [2] Confirm the notice and direct that a second notice be given under this section.
- (b) If the property, structure or thing is located in the geographic area of more than one community council, recommend that Council:
 - [1] Grant the exemption, with or without conditions, and cancel the notice; or
 - [2] Confirm the notice and direct that a second notice be given under this section.
- (8) Subsection E(1) does not apply to a second notice given under Subsection E(7).

§ 485-5. Failure to comply; removal by City; costs.

- A. If an owner or occupant fails to comply with a notice given under § 485-4A or is refused an exemption and fails to comply with the second notice given under § 485-4E(7), the Commissioner of Urban Development Services, or persons acting upon his or her instructions, may enter upon the lands at any reasonable time for the purposes of doing the things described in the notice.
- B. Costs incurred by the City in doing the work required to be done by the notice may be recovered by action or adding the costs to the tax roll and collecting them in the same manner as taxes.

§ 485-6. Offences.

Any person who contravenes any provision of this chapter is guilty of an offence.²

² Editor's Note: This section was passed under the authority of section 425 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and, under section 61 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, a person convicted of an offence under this section is liable to a fine of not more than \$5,000.

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

FILE NO. P.4.5.357

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Lorie Bottos, Corporate Counsel

DATE: 2011 02 22

**RE: ACQUISITION OF PROPERTY FROM 2057597 ONTARIO LIMITED -
SOUTHEAST CORNER OF GREAT NORTHERN ROAD AND THIRD
LINE - HUB TRAIL**

PURPOSE

The purpose of this report is to recommend to Council the acquisition of property required for the Hub Trail along the south side of Third Line, east of Great Northern Road. This property is owned by 2057597 Ontario Limited.

ATTACHMENTS

Memorandum of Understanding to which is attached a plan showing the property in question.

COMMENT

As part of the Third Line improvements for the new hospital, the Hub Trail was installed along the south side of Third Line running from the site of the new hospital to Great Northern Road. To incorporate the Hub Trail in that design property was required from 2057597 Ontario Limited. The City has acquired property from other property owners in the area for the Hub Trail and the Third Line improvement. Ms. Judy Luzzi of J E Luzzi Appraisal Services did a valuation of the property. The City is acquiring 39,676 sq. ft. out of a total parcel made up of 803,000 sq. ft. The property has two zonings on it. One is Highway Zone and the second is Institutional Zone. The different zoning was taken into account in Ms. Luzzi's valuation. The highest and best use identified for this property is highway commercial development.

The property owner allowed the City to construct the Hub Trail even though a final amount as to compensation had not been agreed upon. Ms. Luzzi's valuation is \$270,194. Initially the property owner felt that its property was worth more than that and wanted a clause in the Memorandum of Understanding that would allow the matter to be referred to an arbitration. The company, 2057597 Ontario Limited has now agreed to accept the valuation put on the property by Ms. Luzzi.

RECOMMENDATION

The recommendation from staff is that the amount set out in the Memorandum of Understanding, which is \$270,194 be paid. By-law 2011-33 is on the agenda.

Respectfully submitted,



Lorie Bottos,
Corporate Counsel

LAB/da
attachment

RECOMMENDED FOR APPROVAL



Joseph M. Pratesi
Chief Administrative Officer

MEMORANDUM OF UNDERSTANDING

BETWEEN

2057597 ONTARIO LIMITED

- and

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Herein referred to as the "City"

The City requires certain lands owned by **2057597 Ontario Limited** abutting the existing Third Line road allowance for the purpose of a realignment of the said road allowance for the proposed Third Line extension/reconstruction between Great Northern road and Peoples Road as shown on a Property Acquisition Plan for the said proposed realignment by TSH Engineers Architects Planners, herein called "TSH", a copy of which Plan is attached hereto; and

The lands required by the City are part of the property municipally known as 860 Great Northern Road, Sault Ste. Marie and illustrated on a copy of the proposed draft plan attached hereto; and

1. The City wishes to proceed with the planned Third Line extension/reconstruction immediately and **2057597 Ontario Limited** has agreed to accommodate the City's proceedings by agreeing to the transfer the required lands to the City for that purpose prior to the quantum of compensation being established provided;
- The City shall be responsible for all survey plans, registration fees and legal fees required to complete title transfer.
- The City covenants to fill in all excavations and as far as practicable, restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereon
- If the City and **2057597 Ontario Limited** do not agree on the quantum of compensation based on the value determined by the City's appraiser then the parties agree to an arbitration mechanism to establish the quantum of compensation to be paid by the City for the required lands; and
- The City and **2057597 Ontario Limited** entering into this Memorandum of Understanding to provide for said arbitration and to address other matters as herein set out.

This Memorandum of Understanding is

- **2057597 Ontario Limited** agrees that the City is authorized to complete the reference plan of survey for the required lands as illustrated on the "TSH" Plan.

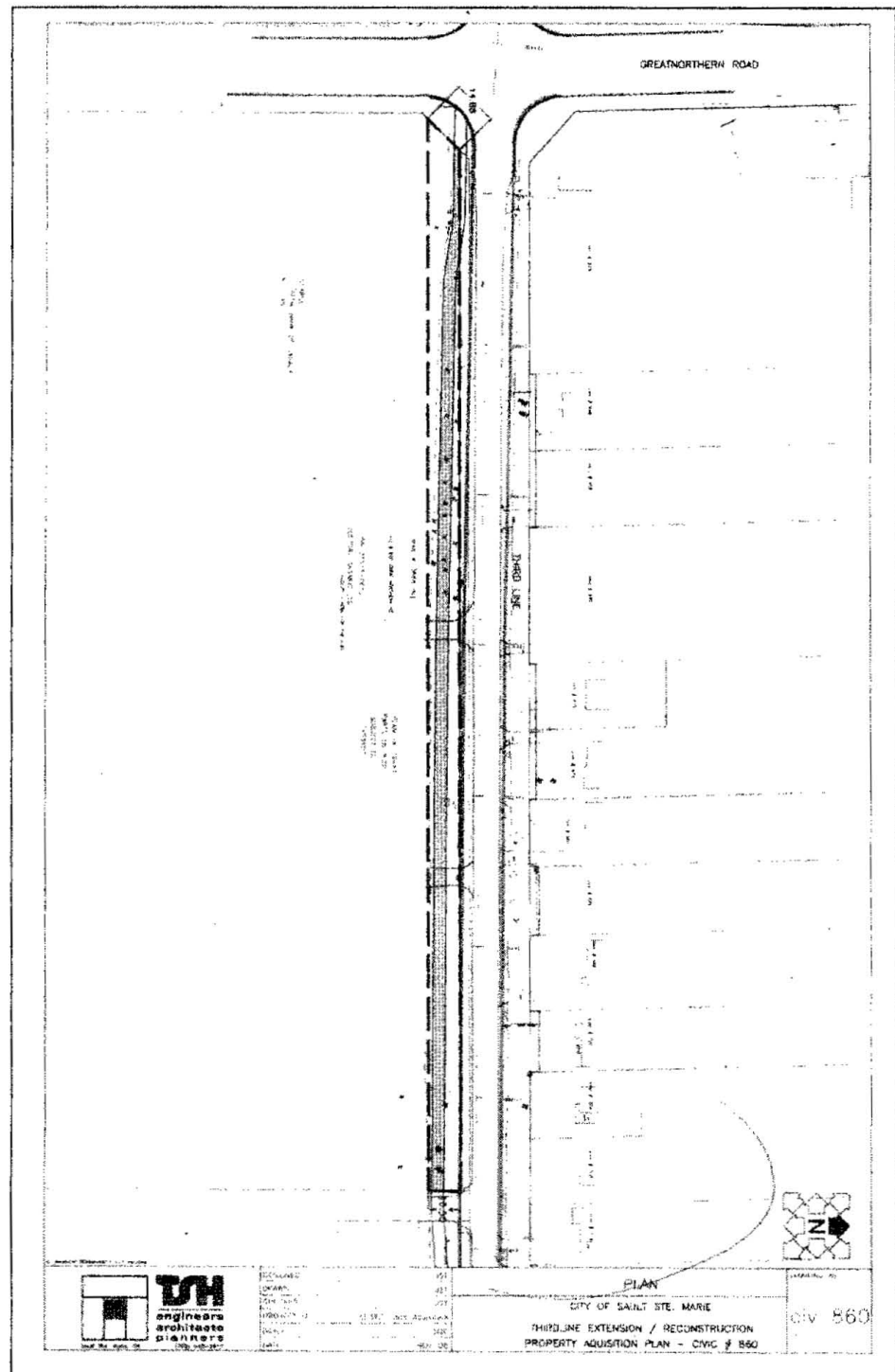
As soon as the reference plan is recorded, **2057597 Ontario Limited** will convey the required lands to the City for the sum of **Two Hundred & Seventy Thousand, One Hundred & Ninety-Four Dollars (\$270,194)** based on the value determined by the City's appraiser so that the City can proceed with the Third Line extension/reconstruction forthwith. The quantum of the balance of compensation, if any, for the lands shall be determined by arbitration if an agreement cannot be reached by the parties.

- **THE CITY AGREES THAT NO FURTHER ADDITIONAL LANDS SHALL BE TRANSFERRED TO THE CITY FOR ANY PURPOSES AND THE LAND HEREIN CONVEYED SHALL BE USED TO SATISFY SETBACK REQUIREMENTS OF 2057597 ONTARIO LIMITED AND/OR ASSIGNS IN FUTURE UNDER CITY BY-LAW.**
- Arbitration shall be in accordance with the Arbitrations Act or in such other manner as the parties shall agree and, failing their agreement as to an arbitrator(s), same will be appointed on application to the Ontario Superior court of Justice.

Dated this 17 Day of June 2009

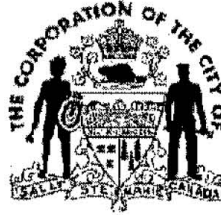
2057597 Ontario Limited
Per [Signature]

GEORGE JOSEPH SHAROCK
(I have the authority to bind the Corporation)



Larry Girardi
Deputy Commissioner

Public Works and
Transportation



2011 02 22

Mayor Amaroso
And Members of Council
Civic Centre

Subject: Controlling the Use of Jake Brakes and Disposal of Refuse on Allen's Side Road

On November 8, 2010 Council passed the following resolution:

Whereas the Allen's Side Road Townhouse Association has submitted a petition concerning Jake brake noise at the intersection of Allen's Side Road and Second Line West to City Council requesting monitoring and controlling of trucks using Jake brakes; Therefore Be It Resolved that City Council accept the petition from Allen's Side Road Townhouse Association Re: Jake brake noise and other issues as stated in their petition and forward the petition to the Legal Department and the Commissioner of Public Works and Transportation for review and report back to Council.

Introduction

The residents of the Allen's Side Road Town House Association have made two (2) requests in the above resolution. The first request asked that the issue of Jake brakes be addressed and the second is with regard to the discarding of urine bottles and garbage in the ditches in the same area.

Background:

In dealing with the number one issue, I will explain the use of Jake brakes. The Jake brake is an add on engine brake for diesel engines. Big semi trailers, the 18 wheel trucks that move everything we use, can weigh as much as 80,000 pounds. Stopping them or slowing them down using the normal braking system results in a great deal of wear on the brakes and therefore they have to be replaced frequently. The Jake brake, as an engine system, causes no wear and tear and can help slow the truck before the wheel brakes need to be applied. The drawback of using Jake brakes is that it is very noisy. It is the noise that has caused many Cities's to ban the use of Jake brakes.

With regard to the second issue of garbage and urine bottles being discarded in the area ditches, the City has a bylaw that deals with this problem. Building By-Law No. 76-185 addresses this issue as follows:

13.5 REFUSE ON PROPERTY PROHIBITED

In the City of Sault Ste. Marie, no person shall throw, place or deposit

refuse or debris on any private property or on property of the Municipality or any local board thereof.

13.7 PENALTY

Any person who contravenes this by-law is liable upon conviction thereof to a penalty not exceeding one thousand dollars (\$1,000.00) exclusive of costs

Discussion:

Sault Ste. Marie is no exception from other Cities when it comes to the use of Jake brakes. Jake brakes are banned from being used within the Sault Ste. Marie City limits as noted in the above by law Noise By-Law (80-200). Signs are located both East and North when entering the City, letting truckers know that the use of engine brake retarder's is prohibited within City Limits.

The trucks that are being targeted by the Allen's Side Road Townhouse Association are primarily going to the Flakeboard site. PWT staff has contacted the Lamination Logistics Manager at Flakeboard Company to request their support in communicating these issue's to the truckers. The manager was very receptive and has committed to sending letters to the trucking companies explaining the issue's and also handing out flyers to all the truckers that enter the site.

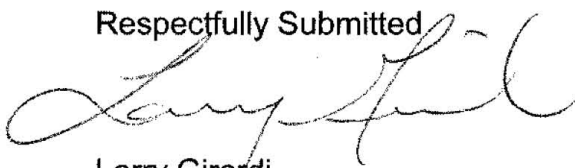
Regarding garbage being discarded in ditches, it is very clear that this practice is not accepted in the City limits and therefore the Police will be contacted to monitor the trucks in this area to ensure this practise is stopped. The manager at Flakeboard will include dialogue referring to this issue in his letter and flyers to the truckers entering the site.

Recommendation:

It is recommended that the City:

- Support the initiative that will be undertaken by Flakeboard Company regarding sending letters and the handing out of flyers to the trucking companies reminding them that the use of Jake brakes and the discarding of garbage and urine bottles will not be tolerated.
- Police requested to monitor this area for the use of Jake brakes as well as garbage being thrown on the road right of way.

Respectfully Submitted

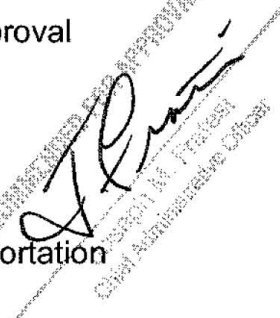


Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval



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

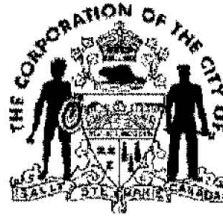


RECOMMENDED FOR APPROVAL
J. M. Elliott, P. Eng.
Commissioner
Public Works & Transportation

Public Works & Transportation

The Corporation of the City of Sault Ste. Marie 128 Sackville Road ~ Sault Ste. Marie, ON. P6B 4T6
Telephone: (705) 541-7000 ext. 224 ~ Fax: (705) 541-7010 www.cityssm.on.ca

J. M. Elliott P. Eng
Commissioner



Public Works &
Transportation Department

February 22, 2011

Mayor Amaroso
And Members of Council
Civic Centre

Subject: Esposito Park Fuel Tank Removal

Purpose

This report has been prepared to advise Council on the issues related to removal of the fuel oil tank at Esposito Park.

Discussion

In the Fall of 2009 a 500 gallon underground oil tank was discovered at Esposito Park next to the change room/utility building. Since this underground oil tank was a liability to the City, it was agreed with the Ministry of the Environment that the tank had to be removed.

It was determined through the City's consultant, MRW Consulting Engineers that the cost of removing this tank would be approximately \$10,000. As a result, a supplementary request was submitted for the 2010 Budget and approved during the budget deliberations.

The tank removal work commenced at the beginning of October 2010. During the initial stages of tank removal, it was determined that there was extensive contamination of the soils around the tank. It appeared that the fuel leakage had contaminated the soils north of the tank location towards Central Park Avenue.

As a result of the fuel oil leakage and the contamination of the soils, the Technical Standards and Safety Authority (TSSA), became involved. On October the 21st 2010, an order was placed on the City by TSSA to have the area cleaned as well a requirement to carry out an environmental assessment on

the impacts of the leakage of the underground tank. The consequence of failing to comply with this order is a fine up to \$1 million.

As a result of the order from TSSA, the City proceeded with exploratory excavation to determine the extent of the contamination. The work to remove the contaminated material commenced in late October and the excavation extended to the limits of Central Park Avenue. The excavation was ultimately filled in with clean soil for the winter months with the possibility of additional excavation required in the Spring of 2011.

As a result of the TSSA order, the cost to date is \$56,000 and has been funded from deferring other 2010 PWT capital projects as well as savings from other corporate capital projects.

Monitoring must now be carried out on the site in order to determine the full extent of the contamination (TSSA Order). Additional excavation may be required if the monitoring indicates that there are other areas of contamination.

A supplementary request of \$25,000 has been submitted for the 2011 Budget deliberations. It is expected that the work will be completed in the late Spring of 2011 and at that time staff will report back to Council.

This report has been prepared for Council's information.

Respectfully submitted

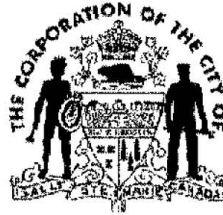


J. M. Elliott, P. Eng
Commissioner
Public Works and Transportation Department

RECOMMENDED FOR APPROVAL

Joseph M. Fradei
Chief Administrative Officer

J. M. Elliott P. Eng
Commissioner



Public Works &
Transportation Department

February 22, 2011

Mayor Amaroso
And Members of City Council
Civic Centre

Subject: Removal of Traffic Lights at John Street & Bloor St West Intersection

Background

In 2011, John Street from Wellington Street West to Conmee Avenue will be reconstructed. The first phase of the project will be from Wellington Street West to Bloor Street West.

This reconstruction will involve rebuilding the sanitary and storm sewers, as well as the Class 'A' road (urban section). As part of the reconstruction review, the requirements for traffic lights at the intersection of John Street and Bloor Street West were assessed. This review is normally done as part of the reconstruction program.

In order to determine whether the traffic lights should be installed or removed, warrants must be determined to justify the existence of the traffic lights. These warrants are based on the Ontario Traffic Manual guidelines that provide a uniform approach for all municipalities across the province. The analysis looks at a number of traffic requirements, i.e., volume, configuration, accidents, etc., and this data is used to determine whether a warrant exists.

With regard to accident history, a three year review of the collision history, from January 1, 2008 to January 1, 2011 reveals five (5) collisions that have been reported at the intersection of Bloor and John.

Discussion

The following Traffic Study was carried out in order to determine whether a "**Traffic Signal**" or an "**All Way Stop**" is warranted.

1) Traffic Control Signals Warrant Study

The study included the following Traffic Control Signal Warrant's (Justifications).

- Minimum Vehicle Volume
- Delay to Cross Traffic
- Collision experience

The following results were obtained.

<i>Justification/Warrant Level</i>	<i>Compliance Level in the Study</i>	<i>Compliance Required</i>
Minimum Vehicle Volume	33%	100%
Delay to Cross Traffic	32%	100%
Collision Experience	0%	100%

A review of traffic data indicates that this intersection does not meet any of the warrants/justifications required for a signalized intersection.

2) All Way Stop Study

A study was carried out to determine whether an "All Way Stop" was warranted. The requirements for an "All Way Stop" are governed under the following warrants/justifications.

- *All Way Stop Minimum Volume Warrant*
- *Stop Collision Warrant*

The following results were obtained.

All Way Stop Minimum Volume Warrant

- The total vehicle volume on all intersection approaches exceeds 350 for the highest hour recorded. The volume was 351 or one vehicle above the required volume and in this case the warrant was met.
- The volume split between the roads should not exceed 65/35 for a four-way stop. In this case the split was 80/20 and therefore the warrant was not met.

Stop Collision Warrant

- This warrant requires an accident frequency that averages four (4) collisions per year over a three-year period. There were five collisions in three years and therefore the warrant was not met.

The warrants for an "All Way Stop" were not met and therefore an all way stop should not be considered for this intersection.

Summary

As a result of the study, "traffic signals" as well as an "all way stop" are not warranted at this intersection. It is justified that the traffic lights be removed and 'stop' signs be installed on the east and west approaches of Bloor Street West.

Prior to installing the stop signs on Bloor Street West, traffic signals must be kept active until the construction on John Street reaches this intersection. The stop signs will be placed on Bloor Street West for eastbound and westbound traffic as per the Manual of Uniform Traffic Control Devices.

Cost Savings

The removal of the traffic lights will result in not having to replace the poles, as well as upgrade existing controls and signals. This will result in a savings of \$50,000 in construction costs.

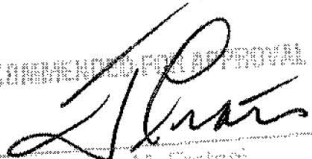
Recommendation

It is recommended that the traffic signals at the intersection of John Street and Bloor Street West be removed and that stop signs be installed on both approaches of Bloor Street West. It is also recommended that the traffic lights not be removed until the construction project has reached the John Street and Bloor Street West intersection.

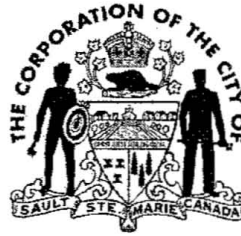
All of which is respectfully submitted.



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

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(w)



2011 02 22

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Annual Report
Downtown Development Initiative

Introduction

Purpose of the program

On April 16, 2007, City Council approved a Downtown Community Improvement Plan (CIP). The Plan is a policy framework, which outlines a number of program initiatives to help revitalize this important area of the community. The Plan attempts to enhance the competitive viability of the downtown, by encouraging both private sector investment and public capital improvements.

Funding

In 2007, City Council also authorized \$95,000 a year over a three year period, to be utilized for the implementation of the Downtown CIP. The City's authorized funding assisted in securing an additional \$570,000 from the Ministry of Agriculture, Food and Rural Affairs (OMAFRA).

On December 16, 2009, it was announced that the City was awarded \$500,000 through FedNor's Northern Ontario Development and Community Futures program. As such, the total updated budget for the Downtown CIP implementation is \$1,355,000, with OMAFRA contributing \$570,000, the City \$285,000 and FedNor \$500,000.

Program Status

Private Sector Assistance Grant Programs

In November of 2007, City Council began awarding grants and tax rebates under the Downtown Development Initiative's Private Sector Assistance program. The successful projects range from new residential buildings, to store front façade improvements and upper floor office refurbishments (see attached photos). The grant requests and work

done to date is a sign of the success of this initiative in generating new investment and enhancing the built form of the Downtown area.

Of the total \$1.355 million implementation budget, \$602,500 is dedicated towards the Private Sector Assistance programs. To date, the following is what has been committed:

Private Assistance Program	Budget Amount	Number of approved applicants – 2007 - 2009	Number of approved applicants - 2010	Total Number of Grants to Date	Funding Committed to Date
Architectural Design Assistance Program (ADAP)		37	4	41	\$73,153
Building Restoration and Improvement Grant (BRIG)		17	5	22	\$268,562
Façade Improvement Grant (FIG)		20	5	25	\$167,337
Project Feasibility Study Grant (PFSG)		6	1	7	\$21,250
Municipal Tax Increment Rebate Program (MTIR)		4	0	4	Forgone Revenue
Totals:	\$602,500	84	15	99	\$530,302

Since the beginning of the Downtown Development Initiative, the Private Sector Assistance Program has been tremendously successful. With the completed 2010 projects, the total investment into the Downtown during the course of the Downtown Development Initiative is over \$11.5 million. The grants have provided a significant incentive for property and business owners to undertake much needed building improvements and have brought new energy to the Downtown area. To date, a Private/Public investment ratio of approximately 7.5 to 1 has been achieved (\$10,283,000 million from private investments: \$1.355 million from City/RED/FedNor). This ratio will likely increase when additional planned projects proceed.

Over the course of this program, 95 grants have been awarded to 78 business and property owners, of which, 56 have been finalized. In addition, 4 developments have been approved under the Municipal Tax Increment Rebate program, 2 of which have been completed (a condominium building at 719 Bay Street and an apartment building at 723 Bay Street).

The PUC has also contributed \$100,000 in funding toward building improvements that relate to electricity conservation. 15 applications have been approved under this program, with \$52,622 committed towards proposed works.

It should be noted that there is a waiting list of approximately 23 business/property owners interested in possible grants. Currently, there is approximately \$72,000 in funding remaining under the private sector assistance programs. Staff will be reviewing the remaining funding available and will be contacting interested applicants on a future application intake process. Any future applications will need to be finalized (i.e. construction completed) by September 30, 2011.

Public Sector Capital Improvements

As part of the original Downtown Development Initiative study, completed by IBI Group, a number of public sector capital improvements were identified. One of the proposed improvements are pedestrian laneways, which provide important connections between parking areas and Queen Street, the main commercial corridor through downtown. To facilitate the improvements, IBI was retained to develop concept and construction drawings. A second initiative, identified by the Downtown Association, was a feasibility analysis of an expanded Farmers Market. Both projects will be completed by Spring 2011.

Downtown Key Sites Marketing Strategy

To encourage ongoing investment and new development in the downtown, a key sites marketing package was created. The marketing campaign consists of a web page, property profile sheets, as well as a brochure highlighting downtown Sault Ste. Marie as a place to live, work and play. The campaign targets major property developers throughout Canada and the United States, and will be launched via a "post card from the future" advising the developers on the success that was achieved by investing in downtown Sault Ste. Marie. The launch of the marketing campaign, originally scheduled for Fall 2008 has been delayed due to the recent economic turmoil in the global economy and the development industry in particular. Staff will continue to review this initiative with both the Downtown Association and the Economic Development Corporation to determine a future course of action.

Next Steps

With respect to future implementation measures, in March, 2010, City Council requested that staff proceed with the review of possible next steps for the continued revitalization of the Downtown area. During the course of this year, staff will initiate a review process involving members of the Downtown Association. It should be noted that a number of initiatives originally proposed under the current Downtown Development Initiative did not proceed due to budget constraints. These include entrance features (e.g. archway features) at key downtown locations, a schematic planning and marketing strategy for the current hospital site, a directional signage strategy for the Downtown area, as well as a public art program. These and other possible initiatives will be reviewed over the next year.

Planning Director's Recommendation

That City Council accept this report as information on the ongoing implementation of the Downtown Development Initiative.

SDT/pms

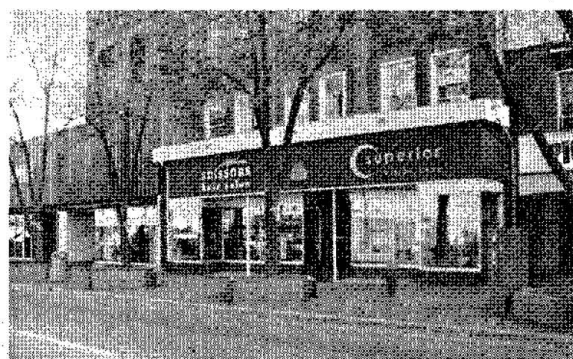
RECOMMENDED FOR APPROVAL

 Joseph M. Fralich
 Chief Administrative Officer

New Investment in the Downtown – 2010



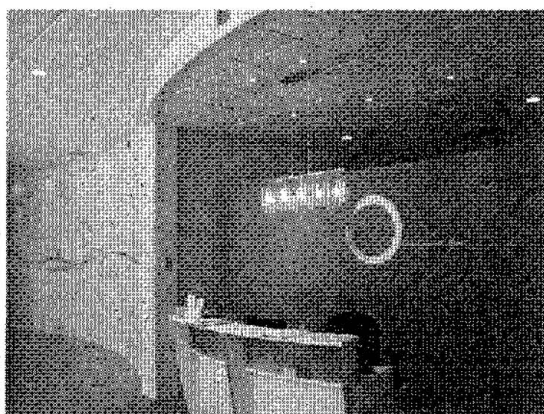
Superior Vision/Scissors (244 Queen Street East) – Before Construction



Superior Vision/Scissors – After Construction



Superior Vision – Interior Improvements



Jade Yoga Studio (677 Queen Street East) – Interior Improvements



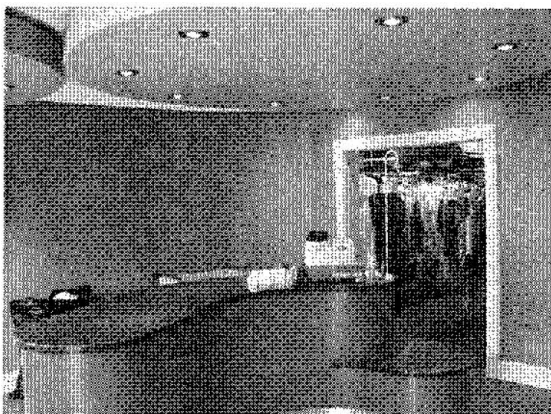
Studio Dance Arts (612 Queen Street East) – Interior Improvements



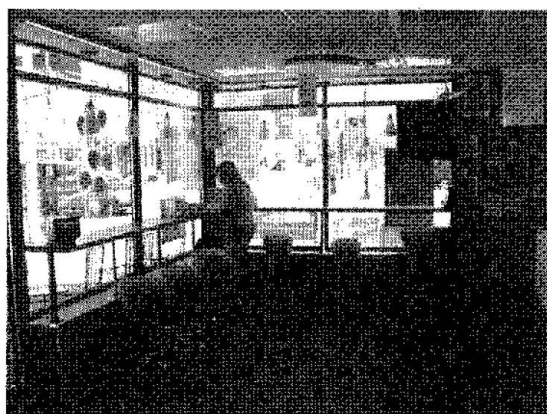
Foch's Cleaners (721 Queen Street East) – Before Construction



Foch's Cleaners (721 Queen Street East) – After Construction



Foch's Cleaners – Interior Improvements



Scoops Café (195 Queen Street East) – Interior Improvements



Chamber of Commerce (489 Bay Street)
– Before Construction



Chamber of Commerce (489 Bay Street) –
After Construction



Chamber of Commerce – Interior
Improvements



2011 02 22

Mayor Debbie Amaroso
and members of City Council
Civic Centre

**RE: CITY OF SAULT STE MARIE
CELEBRATE 100!
*1912 - 2012***

BACKGROUND

On December 7, 2009 City Council authorized undertaking a Sault Ste. Marie 100th anniversary celebration of events to be called "Celebrate 100! and project funding in the amount of \$65,000 per year over three years (2010, 2011 and 2012). At its April 28, 2010 budget meeting, Council reduced the 2010 budget by \$15,000.

A Celebrate 100! office is located within the Clerk's department to undertake the administration, coordination and communication of the project. The City Clerk is the lead staff for the project with Councillor Susan Myers as Chair, management and administration of the project. Councillor Terry Sheehan is Chair, liaison with Economic Development Corporation and Tourism Sault Ste. Marie who have taken the lead on the external marketing of Celebrate 100! The organizational chart for the Celebrate 100! Team is attached for your information.

GOING FORWARD

The Celebrate 100! Team is working with various community partners to plan Celebrate 100! themed events. In addition to the City's 100th anniversary, there are many other important community anniversary dates including the 50th anniversary of the International Bridge and the 200th anniversary of the War of 1812. We will be working with organizers of these special anniversaries to co-ordinate and showcase their celebration events and encourage any other community organizations to contact the Celebrate 100! Office if 2012 marks a milestone in their history.

An invitation has been extended by Mayor Amaroso to the Right Honourable David Johnston, Governor General of Canada to visit our City during 2012.

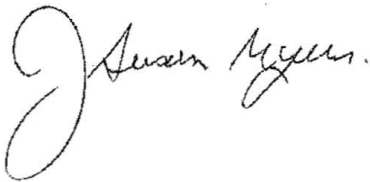
The Team continues to plan for an exciting year with a calendar of events that will include City hosted events as well as community hosted events throughout 2012. We would like to encourage all boards and committees of Council to become involved by planning an event during 2012, our year of community celebration and civic pride.

The lineup of events for early 2012 will be announced later this year.

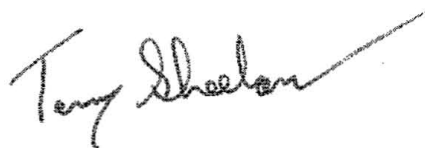
RECOMMENDATION

That City Council continue to support Celebrate 100! by receiving this report as information; approve the Celebrate 100! Team organizational structure; and encourage all sectors of the community to become involved in the community celebration and plan an event that will showcase our City's 100 years of history.

Respectfully submitted,



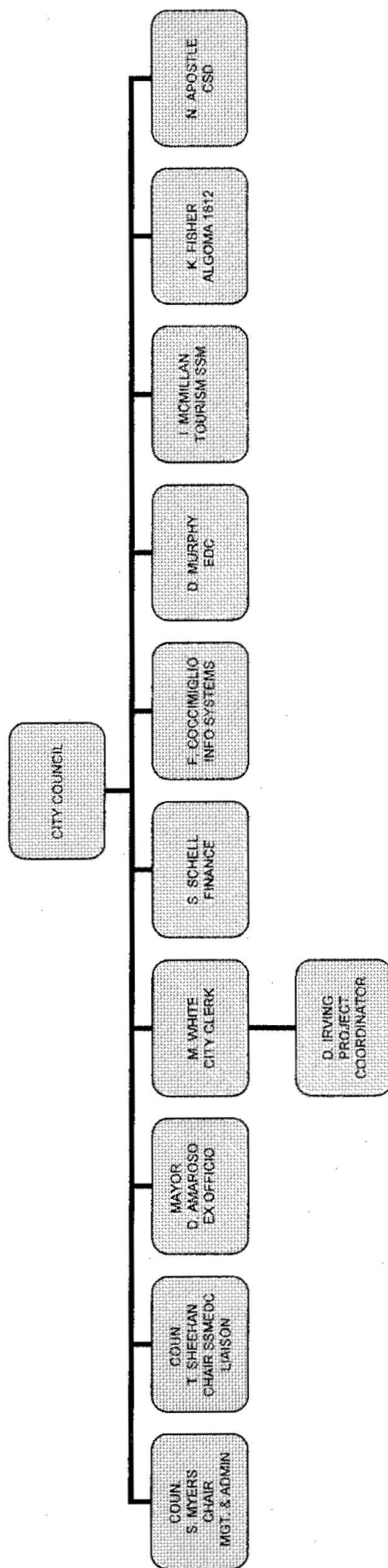
Councillor Susan Myers
Chair Management and Administration
Celebrate 100! Team



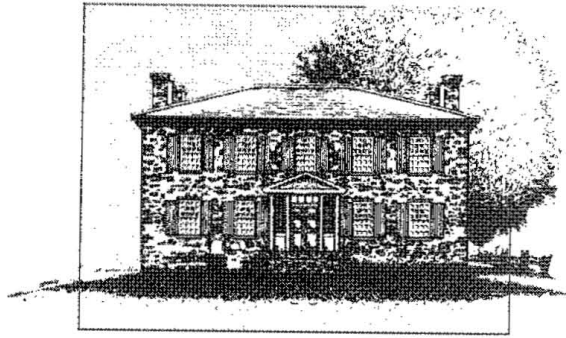
Councillor Terry Sheehan
Chair SSMECD Liaison
Celebrate 100! Team

Attachment

CELEBRATE 100! TEAM ORGANIZATION STRUCTURE



5(y)



2011 02 22

Sault Ste. Marie
Mayor Debbie Amaroso *Municipal Heritage Committee*
and Members of City Council

**Sault Ste. Marie Municipal Heritage Committee - Designated Property Grant
Central United Church – 160 Spring Street**

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the city of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, an owner may make application to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grant is paid to owners who have successfully completed previously approved restoration/conservation projects to the exterior of the property. The grants normally do not exceed 75% of the approved project cost to a maximum of \$3,000. The Designated Property Grant Program is capped at \$12,000 annually.

The Municipal Heritage Committee received an application (see attached) on September 20, 2010 from Central United Church located at 160 Spring Street, which is a designated heritage building under Part IV of the Ontario Heritage Act.

The work included removing and replacing the shingles from the east side of the building as well as replacing the valley flashings and installing new whirlybirds and roof louvers. The lowest quote for the project was \$23,700 + H.S.T for a total of \$26,781. The owner applied to the Municipal Heritage Committee for a grant under the Designated Heritage Property Grant Program to cover a portion of the cost. The Municipal Heritage Committee reviewed the application at their October 6, 2010 meeting and passed the following resolution:

Moved by: Harvey Robbins

Seconded by: Ted Wall

"Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse a grant of \$3,000 toward the proposed repair of the roof at Central United Church with an estimated project cost of \$26,781 conditional upon procuring two additional quotes for the project and following all the criteria outlined for the grant program and subject to final approval by City Council."

CARRIED

The work was completed to the satisfaction of the Municipal Heritage Committee and a final paid invoice of \$26,781. was submitted on November 19, 2010.

City Council is requested to approve a Designated Heritage Property grant of \$3000. to Central United Church for the repair and replacement of the east roof of the church based on the final invoice for the work of \$26,781; and further that the funds come from the Designated Heritage Property Grant Program.

Respectfully submitted for your approval on behalf of the Sault Ste. Marie Municipal Heritage Committee,



Roger Kinghorn, Chairperson
Sault Ste. Marie Municipal Heritage Committee

jeirecculthistoric/mhcd/designated property grant program/council report - DPG Central United Church

cc: J. Fratesi
N. Apostle
B. Freiburger
J. Cain
Members Municipal Heritage Committee

attachment

5(y)



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.
Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name <u>CENTRAL UNITED CHURCH</u>	Telephone (include area code) <u>705 253-3264</u>
Address <u>160 SPRING STREET (502 ALBERT ST. E)</u>	Postal Code <u>P6A 3A5</u>

2. Property for which application is being made:

160 SPRING STREET.

3. Have you previously received a Designated Property Grant for this property?

☒ Yes ☐ No

(If "Yes, give date and amount)

Date	Amount
<u>JUL 3, 2001</u>	<u>\$ 3,000.00</u>

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
<u>PLEASE SEE ATTACHED LIST + PHOTO'S</u>	<u>\$ 26,781.00</u>

5. List all sources and amounts of funding requested for project

	Amount
Heritage Grant Amount	<u>\$ 3,000.00</u>
Other Level of Government Funding	<u>\$</u>
Private Funds	<u>\$</u>

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

ON BEHALF OF CENTRAL UNITED

Applicant Brent Lewis PROPERTY COMMITTEE Date SEPTEMBER 15, 2010.

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.

SEP 20 2010

RECEIVED

5(y)

Central United Church

160 Spring Street
Sault Ste. Marie, Ontario
P6A 3A5

Tel: (705) 253-3264
Fax: (705) 253-4786
E-mail: central_united@shaw.ca
Website: www.centralunited.ca

November 19, 2010

The Corporation of the City of Sault Ste. Marie
Community Services Department
Recreation & Culture Division
P.O. 580, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

Attention: Joseph J. Cain, Manager Recreation & Culture

On behalf of the Central United Church Property Committee, we would like to thank the Municipal Heritage committee for its review and endorsement of our application for a conditional grant of \$3,000. Please find attached our two quotations, final payment invoice, municipal permits, as well as before and after photographs of the work completed.

This project is now ready for final inspection and approval by the Municipal Heritage Committee. Please feel free to contact myself (759-4545 ext.202) or our Church office (253-3264) to arrange this inspection.

Yours Sincerely,



Brent Lewis,
Central United Church, Property Committee

BL:mc

Attach.

COMMUNITY SERVICES DEPT.

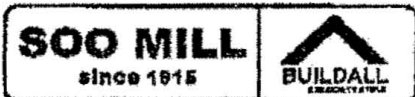
DEC 17 2010

RECEIVED

5(y)

FAX TO 759-2115
ATTENTION: RANDY
2010/06/10

HOME IMPROVEMENT DIVISION



Soo Mill & Lumber Co. Limited

539 Great Northern Rd.
Sault Ste. Marie, Ontario
Randy Holley - (705) 759-8722
Paul Hollingsworth - (705) 759-1768
Dan Pallet - (705) 759-8084
Brent Mulholland - (705) 759-6721
Brad Forsyth - (705) 759-0027

253-4786

Customer Name: Central United Church
Job Address: Albert St.
Postal Code:

Home Phone:
Date: 24-May-10

Proposal: central_albert
Work Order:
Salesman:

We hereby submit specifications and estimates:

To remove existing shingles from slopes facing east (see diagram). To protect flat roof areas with plywood and tarps. Existing bottom (ice) flashing to remain in place. To install 6' of Bakor Blueskin to all sloped eaves and 6' wide for entire valley length. Areas at base of valley to have additional Blueskin to cover 9'x 9' areas. New 36" wide coloured valley flashings with additional coloured metal installed on either side of the valley base where ice builds up. Cover remaining roof areas with #15 lb felt tarpaper, two new Lomanco Whirlybirds, eight low profile roof louvers and IKO 40 yr. Roofshake Hardard Slate to match existing shingles as close as possible. Haul away all debris and clean up work areas. Note: manufacturers warranty on ventilation and insulation requirements.

No work included on ice platforms or flat roofing repairs in this quote.

20 yard (large) dumpsters will be used next to the building at rear and east parking lots as well as access to boom material on roof from these two areas.

Shingle Colour:

Shingle Style:

Flashing Colour:

All new construction roofing quoted to be done before Nov 1st and not completed due to general contractor's schedule will be requested based on snow removal and weather conditions

Note: Roof slopes less than a 4/12 pitch or ventilation and insulation values not meeting building code will have no warranty against leaking due to ice back up. Ventilation requirements are 50% at eave and 50% at ridge. Membrane underlayments do not correct design faults. No warranty on skylights or roof slopes with skylights. Slopes with 3/12 pitch or less with proper ventilation will have 12 yr. product warranty only.

We Propose hereby to furnish materials and labour - complete in accordance with the above specifications, for the sum of

<u>Subtotal</u>	<u>H.S.T</u>	<u>Total</u>
\$23,700.00	\$3,081.00	\$26,781.00

Payment to be made as follows upon completion of job: cheque cash Soo Mill Acct.

Conditions: The **BUYER** shall be responsible for **BUILDING PERMITS** and materials left on premises. Extra materials on the job shall be returned to the seller on completion of the job.

All material guarantee to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any extension or deviation from above specifications involving extra costs will be accounted only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, windstorm and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 15 days. Workmanship warranty one year.

Acceptance of Proposal-- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature:

Date: 2010/06/10

STAN BLACK

SOO MILL



SOO MILL & LUMBER COMPANY LIMITED

539 GREAT NORTHERN RD., SAULT STE. MARIE P6B 5A1

CREDIT
RETAIL

705-759-0374

705-759-0533

705-848-2282

4 KILBORN WAY, ELLIOT LAKE P5A 2T1
G.S.T. #R104932033

**** I N V O I C E ****

INVOICE# DATE CUST# PAGE
4174249 09 SEP 2010 21145 1

CENTRAL UNITED CHURCH
160 SPRING STREET
SAUTL STE. MARIE, ON
P6A 3A5

SHIP TO

CENTRAL UNITED CHURCH
160 SPRING STREET
SAUTL STE. MARIE, ON
P6A 3A5

INSTALLATION

CUSTOMER PURCHASE ORDER NO.	SALESMAN	G.S.T. EXEMPTION	P.S.T. LICENCE NUMBER	ORDER NO.	DATE	REF. #
WD9379	B2			4174249	09 SEP 2010	GNR
STOCK#	DESCRIPTION	SHIPPED	UM	PRICE	AMOUNT	
179990	SUPPLY & INSTALL ROOFING AS PER QUOTE	1.00	EA	23700.00	23700.00	
HST - 1540.50 DUE TO S.A. - 25,240.50 # 7204 10/7/10 This is the only invoice you will receive Please remit payment upon receipt						
SUBTOTAL		H. S. T.		INVOICE TOTAL		
23700.00		3081.00		26781.00		

TERMS: NET 30 DAYS FROM STATEMENT DATE - INTEREST CHARGED MONTHLY ON OVERDUE ACCOUNTS AT 2.4% PER MONTH
(2% PER ANNUM) GOODS RETURNED ARE ACCEPTED ONLY IF IN GOOD ORDER. NO CLAIMS FOR SHORTAGE ALLOWED UNLESS REPORTED IMMEDIATELY - 10% HANDLING CHARGE ON ALL RETURNED MERCHANDISE

CUSTOMER COPY

564



Parks Canada
Parcs Canada



Parks Canada – Northern Ontario
33 Court Street S, Suite 105
Thunder Bay ON P7B 2W6

February 9, 2011

Mayor and Council
City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor and Council;

In 2007, the Minister of Environment on the recommendation of the Historic Sites and Monuments Board of Canada (HSMBC) designated *Passenger and Packet Freighters on the Upper Great Lakes* as an event of national historic significance. Parks Canada is now tasked with commemorating the event with a historic plaque.

The suggested placement for said plaque is alongside the MS Norgoma in the City of Sault Ste. Marie, Ontario. The MS Norgoma was one of the packet freighters to service the upper Great Lakes, and today provides opportunities for the public to learn about this important mode of transportation and its role in the region's early development.

I respectfully request your permission to install the above HSMBC plaque in Roberta Bondar Park. My staff will work with Joe Cain, Manager of Recreation and Culture, to identify the exact location based on utility locates.

An unveiling ceremony is tentatively scheduled for June 10, 2011. More details and invitations will follow, but we hope your Worship will be able to participate to extend words of welcome to those in attendance.

Sincerely,

Mike Walton
Field Unit Superintendent

Attachments (3)

Canada

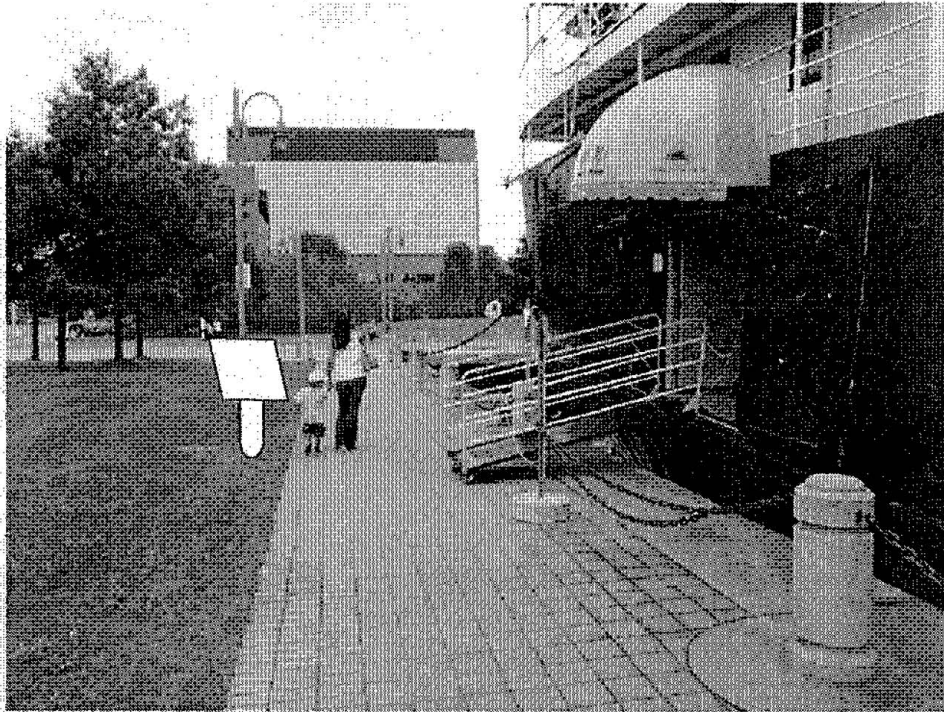


Figure 1: Proposed location of HSMBC plaque for *Passenger and Packet Freighters on the Upper Great Lakes*



Figure 2: Example of existing HSMBC plaque for *Terry Fox* in Thunder Bay



PASSENGER AND PACKET FREIGHTERS ON THE UPPER GREAT LAKES

Until the mid-20th century, passenger and packet freighters were the most efficient means for transporting goods and people to and from isolated communities of the Upper Great Lakes. Essential to early regional development and instrumental in the construction of the Canadian Pacific Railway, these vessels became key components of Canada's transcontinental transportation system. Over time, the construction and refitting of "packets" destined for service on the Upper Great Lakes, such as the *MS Norgoma*, contributed to the development of a shipbuilding industry in the region, particularly at Georgian Bay.

LES PAQUEBOTS MIXTES DU SECTEUR SUPÉRIEUR DES GRANDS LACS

Les paquebots mixtes furent, jusqu'au milieu du XX^e siècle, le moyen le plus efficace pour transporter les marchandises et les personnes dans les régions isolées du secteur supérieur des Grands Lacs. Indispensables au développement régional et à la construction du chemin de fer Canadien Pacifique, ces navires jouèrent un rôle clé dans le réseau de transport transcontinental au pays. Au fil du temps, la construction et le carénage de paquebots mixtes destinés aux Grands Lacs, tel le *MS Norgoma*, contribuèrent à l'établissement de chantiers navals dans la région, notamment à la baie Georgienne.



Historic Sites and
Monuments Board
of Canada

Commission des lieux et
monuments historiques
du Canada

Canada

AGREEMENT TO INSTALL A COMMEMORATIVE PLAQUE

I, *the City of Sault Ste. Marie, represented by its delegate, the Mayor*, grant the Parks Canada Agency permission to install on my property a plaque stand and a bronze plaque commemorating *Passenger and Packet Freighters on the Upper Great Lakes National Historic Event* at the following location:

Roberta Bondar Park alongside MS Norgoma (off Foster Drive) in the City of Sault Ste. Marie

Unless otherwise indicated, the owner agrees that:

- the plaque will remain the exclusive property of the Parks Canada Agency;
- the Parks Canada Agency will remain solely responsible for the installation of the plaque;
- the Parks Canada Agency will remain solely responsible for the maintenance of the plaque; and,
- the Parks Canada Agency will in no way be responsible for providing safe access to the plaque.

The owner also agrees, unless otherwise indicated, to:

- not under any circumstances move, modify or repair the plaque or its stand, but rather notify the Parks Canada Agency of any damage as soon as possible;
- grant Parks Canada Agency employees, agents and representatives reasonable access to the property so that they can maintain the plaque; and,
- allow others reasonable access to the property so that they can read the plaque.

It is understood that the owner may at any time request, in writing, that the Parks Canada Agency remove the plaque.

Owner's name and address:

***City of Sault Ste. Marie
99 Foster Drive, PO Box 580
Sault Ste. Marie, Ontario P6A 5N1
Telephone: (705) 759-5344
Fax: (705) 541-7171
City of Sault Ste. Marie delegate: Debbie Amaroso, Mayor***

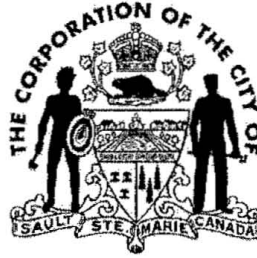
Owner's signature: _____

Parks Canada Agency representative: ***Mike Walton***
Title: ***Field Unit Superintendent, Northern Ontario***
Telephone: ***(807) 346-2901***

Parks Canada representative's signature: _____

Signed at _____ on the _____ day of _____, 2011.

Malcolm White B.P.H.E., CMO
City Clerk



City Clerk's Department

2011 02 22

Mayor Debbie Amaroso and
Members of City Council

RE: AGENDA COMMITTEE

As Council is aware the Procedure By-law sets out the membership and purpose of the Agenda Committee as follows:

AGENDA COMMITTEE

An agenda committee composed of the Mayor, Chief Administrative Officer, City Clerk and two Councillors shall be charged with the responsibility of deciding the subject matters and items to appear on the Council agenda as well as any delegations to be heard by Council.

Council has received a request from Mark Brown (attached) to amend the procedure by-law so that the committee would consist of the Mayor and two Councillors only, with the Chief Administrative Officer and City Clerk attending as resource staff.

Mr. Brown attended the December 7, 2010 Agenda Committee meeting and confirmed his request that his suggestion be considered by Council. Mr. Brown was advised that the Clerk's Department was surveying other municipalities as to their agenda review process and that both the survey and his request would be addressed in a future report to Council.

Subsequent to that meeting a complaint was made to the Office of the Ombudsman of Ontario concerning the December 7th Agenda Committee meeting. A letter from the Office of the Ombudsman outlining the complaint, investigation and their recommendations is attached to this report.

As stated by the Office of the Ombudsman, the Agenda Review Committee, as currently constituted, technically meets the definition of a 'committee' as defined in s. 238(1) of the Municipal Act and therefore is subject to open meeting provisions of the Act

(2)

To fully comply with these provisions, procedures such as providing notice, agenda preparation, ensuring public access, recording of formal minutes etc would need to be followed.

As mentioned previously a number of other municipalities, including the cities in Northern Ontario were surveyed to ascertain their agenda review practices. In almost all cases the review of the agenda is considered an administrative practice and is carried out by the Clerk, CAO or City Manager, and sometimes includes the Mayor.

In light of the findings of the Office of the Ombudsman and considering the practices of most of the municipalities surveyed, it is my belief that the function of reviewing and setting the agenda is best performed by a committee consisting of the Mayor, Chief Administrative Officer and City Clerk. In that way the function can be carried out in a similar fashion to most other municipalities.

It should be also pointed out that approval of the agenda is carried out as the second order of business at all City Council meetings and that items can be added or removed by a majority vote of Council.

Recommendation

It is my recommendation to Council that the composition of the Agenda Committee be revised to consist of the Mayor, Chief Administrative Officer and City Clerk. If Council is in agreement with this recommendation an amending by-law giving effect to the change will be brought to the next council meeting.

Respectfully submitted,



Malcolm White
City Clerk

Malcolm White

From: Judy Biocchi on behalf of City Clerk
Sent: December 07, 2010 2:21 PM
To: Malcolm White
Subject: FW: Request of Council to place ammendmentto Item 35 of the Procedure Bylaw on the Forst Working Meeting Agenda

Attachments: Procedure.pdf



Procedure.pdf (131 KB)

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

From: Mark Brown [mailto:markandrewbrown@shaw.ca]
Sent: December 07, 2010 1:22 PM
To: Mayor Amaroso; Steve Butland; Paul Christian; Terry Sheehan; Susan Myers; Pat Mick; Brian Watkins; Rick Niro; Lou Turco; Marchy Bruni; Frank Fata; Joe Krmpotich
Cc: j.fratesi (Internet); City Clerk
Subject: Request of Council to place ammendmentto Item 35 of the Procedure Bylaw on the Forst Working Meeting Agenda

Hello Councilors,

Congratulations to each of you for sacrificing your time and energy to represent us citizens of Sault Ste. Marie.

I am writing to request that two of you move the following amendment to Item 35 of the Procedure Bylaw (see attachment) so that political influence (votes) by Senior Staff is removed from the creation of the City Council Agenda.

I had previously asked the last city council to do this exact same thing but Bryan Hayes responded saying:

"This is not something that should be considered as a last act of this council to be binding to a future council. If council wished to consider this substantive change, it more appropriately fits within the purview of the new council. In the event there ends up being a mover and seconder for next weeks final meeting, I would move a deferral motion."

So I am now asking you, the 2011 council, to put the following amendment to Item 35 of the Procedure Bylaw on the December 13 Agenda and pass it.

Please change Item 35 from:

"An agenda committee composed of the Mayor, Chief Administrative Officer, City Clerk and two Councillors shall be charged with the responsibility of deciding the subject matters and items to appear on the Council agenda as well as any delegations to be heard by Council. "

to:

"An agenda committee composed of the Mayor, Chief Administrative Officer, City Clerk and two Councillors shall be charged with the responsibility of discussing the subject matters and items to appear on the Council agenda, with only the Mayor and two Councilors, the three(3) elected members of the Agenda Committee, being charged with the responsibility of deciding the subject matters and items to appear on the Council Agenda as well as any delegations to be heard by Council. "

This amendment in no way changes the make-up of the Agenda Review Committee, and does not

6(1)(a)

limit Senior Staff from making recommendations, but it does remove the political interference of Senior Staff by removing their VOTES.

Staff should not have any votes. They are not elected representatives. They should provide options and make recommendations, but they should not decide. Only our elected representatives should decide. That is the way functioning democracies work.

Anyhow, I leave it in your capable hands.

Please consider this request carefully and seriously. You can do something very good as a group, and as a first act of this council, by showing the community that the CAO does not control you.

Sincerely,

Mark Brown

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

From: "Bryan Hayes" <b.hayes@cityssm.on.ca>
To: "Mark Brown" <markandrewbrown@shaw.ca>; "Ozzie Grandinetti" <o.grandinetti@cityssm.on.ca>; "Frank Fata" <f.fata@cityssm.on.ca>; "David Celetti" <d.celetti@cityssm.on.ca>; "Lorena Tridico" <l.tridico@cityssm.on.ca>; "Lou Turco" <l.turco@cityssm.on.ca>; "Pat Mick" <p.mick@cityssm.on.ca>; "Susan Myers" <s.myers@cityssm.on.ca>; "Terry Sheehan" <t.sheehan@cityssm.on.ca>; "Steve Butland" <s.butland@cityssm.on.ca>; "James Caicco" <j.caicco@cityssm.on.ca>
Cc: "j.fratesi (Internet)" <j.fratesi@cityssm.on.ca>
Sent: Monday, November 01, 2010 10:12 AM
Subject: RE: Not Quite Lame Duck

Thanks for you input Mark,

Bryan

From: Mark Brown [mailto:markandrewbrown@shaw.ca]
Sent: Mon 11/1/2010 10:04 AM
To: Bryan Hayes; Ozzie Grandinetti; Frank Fata; David Celetti; Lorena Tridico; Lou Turco; Pat Mick; Susan Myers; Terry Sheehan; Steve Butland; James Caicco
Cc: j.fratesi (Internet)
Subject: Re: Not Quite Lame Duck

Dear Councilor Hayes,

Both you and I know that any vote of council can be revisited each and every calendar year without restriction, therefore, this proposed motion will only be binding on the new Council for their inaugural meeting. One meeting. Hardly binding.

Having said that, this motion would not only allow the new Council to function without political interference from Senior Staff in terms of setting the Agenda, but it can also be used for tremendous political advantage by the mover, seconder and supporters. For instance, Councilor Caicco could move this motion to show that he is not 'in CAO Fratesi's pocket' as a final and decisive act of being a municipal elected representative for the next four years. If and when Councilor Caicco runs in a future municipal election he will not be plagued by the same suspicions that likely caused him to lose the election this time around because he will be able to point to this motion as a sincere indication that he is not 'in CAO Fratesi's pocket'. And similarly for other Councilors.

As I said before, I leave it in your capable hands.

Please consider this request carefully and seriously. You can do something good by

6(1)(a)

limiting CAO Fratesi's political power as your last act as a council.

Sincerely,
Mark Brown

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

From: "Bryan Hayes" <b.hayes@cityssm.on.ca>
To: "Mark Brown" <markandrewbrown@shaw.ca>; "Ozzie Grandinetti"
<o.grandinetti@cityssm.on.ca>; "Frank Fata" <f.fata@cityssm.on.ca>; "David Celetti"
<d.celetti@cityssm.on.ca>; "Lorena Tridico"
<l.tridico@cityssm.on.ca>; "Lou Turco" <l.turco@cityssm.on.ca>; "Pat Mick"
<p.mick@cityssm.on.ca>; "Susan Myers" <s.myers@cityssm.on.ca>; "Terry Sheehan"
<t.sheehan@cityssm.on.ca>; "Steve Butland"
<s.butland@cityssm.on.ca>; "James Caicco" <j.caicco@cityssm.on.ca>
Cc: "j.fratesi (Internet)" <j.fratesi@cityssm.on.ca>
Sent: Monday, November 01, 2010 8:29 AM
Subject: RE: Not Quite Lame Duck

Mark,

This is not something that should be considered as a last act of this council to be binding to a future council. If council wished to consider this substantive change, it more appropriately fits within the purview of the new council. In the event there ends up being a mover and seconder for next weeks final meeting, I would move a deferral motion.

Regards,

Bryan

From: Mark Brown [mailto:markandrewbrown@shaw.ca]
Sent: Sat 10/30/2010 5:27 PM
To: Ozzie Grandinetti; Frank Fata; David Celetti; Lorena Tridico; Lou Turco; Pat Mick; Susan Myers; Terry Sheehan; Steve Butland; Bryan Hayes; James Caicco
Cc: j.fratesi (Internet)
Subject: Not Quite Lame Duck

Hello Councilors,

Congratulations to those continuing on and my condolences to those of you who aren't. You have served our community well these past four years.

I am writing to request that two of you move the following ammendment to item 35 of the Procedure Bylaw so that political influence (votes) by Senior Staff is removed from the creation of the Agenda.

Please change item 35 from:

"An agenda committee composed of the Mayor, Chief Administrative Officer, City Clerk and two Councillors shall be charged with the responsibility of deciding the subject matters and items to appear on the Council agenda as well as any delegations to be heard by Council. "

to:

"An agenda committee composed of the Mayor, Chief Administrative Officer, City Clerk and two Councillors shall be charged with the responsibility of discussing the subject matters and items to appear on the Council agenda, with only the Mayor and two Councilors, the three(3) elected members of the agenda committee, being charged with the responsibility of deciding the subject matters and items to appear on the Council agenda as well as any delegations to be heard by Council. "

This amendment in no way changes the make-up of the Agenda Review Committee, and does not

b(1)(a)

limit Senior Staff from making recommendations, but it does remove the political interference of Senior Staff by removing their VOTES.

If you recall, Pat and Terry, this was a problem when you thought that the Sign Bylaw was not going to be discussed at a recent city council meeting because you thought that the courtesy mover and seconder had voted at the Agenda Review Committee meeting that it would not appear, but low and behold it appeared on the Agenda because Senior Staff voted for it to be there and I guess the acting Mayor did as well.

Staff should not have any votes. They are not elected representatives. They should provide options and make recommendations, but they should not decide. Only our elected representatives should decide. That is the way functioning democracies work.

I have heard rumour that Mr. Fratesi controls certain councilors votes so even if you attempt to get this motion put on the Agenda at the Agenda Review Committee meeting you may not be able to because Senior Staff still has two votes in what goes on the Agenda, but if I am not mistaken councilors can put motions from the floor at the council meeting itself.

That would be a good option if there is opposition to this motion at the Agenda Review Committee meeting.

If you are one of the councilors whose vote I have heard rumour that Mr. Fratesi controls, then you may want to talk it over with him before putting this motion forward out of spite. I would not want you to have Mr. Fratesi as an enemy. You may be able to work something out with him so that you can put forward this motion to make it look like you are against Mr. Fratesi and then he can control the rest of the votes so that the motion fails. That way you have Mr. Fratesi's blessing, you look like you want to stand up to Mr.

Fratesi (it will be good for the next election), and Mr. Fratesi gets to keep his political power in determining what does and does not go on the Agenda.

Anyhow, I leave it in your capable hands.

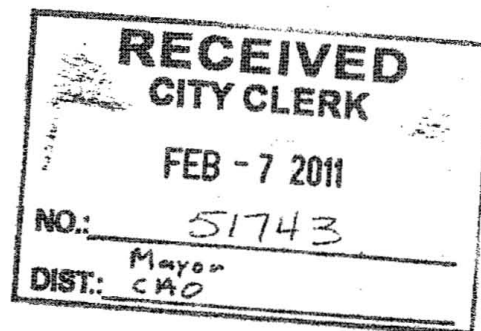
Please consider this request carefully and seriously. You can do something good by limiting Mr. Fratesi's political power as your last act as a council.

Sincerely,

Mark Brown

b(1)(a)

Ombudsman
ONTARIO
ONTARIO'S WATCHDOG
CHIEF DE GARDE DE L'ONTARIO



February 3, 2011

Malcolm White, City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. White:

Re. Our File No. 235791

I am writing further to our telephone conversation of February 3, 2011, regarding the results of the Ombudsman's preliminary review of a complaint received about a December 7, 2010 meeting of the Agenda Setting Review Committee (the "Agenda Committee"). As discussed on February 3, 2011 the complaint to our Office alleged that the December 7, 2010 meeting and all meetings of the Agenda Setting Review Committee are improperly closed to the public.

As part of our Office's review, we spoke with you and reviewed the City's Procedure By-law (99-100) and relevant sections of the *Municipal Act, 2001*.

According to the information provided to our Office, prior to the municipal elections last fall, a resident requested that the Agenda Committee membership be brought before council for discussion. You stated that the Agenda Committee decided that this issue was one better dealt with by the incoming council and that this item was not added to the agenda. On December 7, 2010, this same resident asked to attend the Agenda Committee meeting to request that the Committee membership be placed on the December 13, 2010 council agenda. You explained that this resident attended a portion of the Committee meeting on December 7 to present his request and left the meeting after his request was heard. You also stated that the Committee then decided not to place this matter on the December 13, 2010 agenda because staff had already commenced a review of its agenda-setting practices. You further stated that the Committee decided that the matter would be not be put before council until after this review was complete and council had full information to consider the matter.

Article 35 of the Procedure By-law outlines the composition and role of the Agenda Committee. This section states:

An agenda committee composed of the Mayor, Chief Administrative Officer, City Clerk and two Councillors shall be charged with the responsibility of deciding the

Bell Trinity Square
483 Bay Street, 10th Floor, South Tower, Toronto, ON M5G 2C9
483, rue Bay, 10^e étage, Tour sud, Toronto (Ontario) M5G 2C9
Tel./tél. : 416-586-3300
Facsimile/Télécopieur : 416-586-3485 TTY/ATS : 1-866-411-4211

www.ombudsman.on.ca

subject matters and items to appear on the Council agenda as well as any delegations to be heard by Council.

You explained that the two councillors serving as members of the Agenda Committee rotate according to article 39(2) of the Procedure By-law. This provision assigns Council members, on a monthly basis, to act as movers and seconders of motions at meetings of Council. You explained that the two councillors who will move and second motions at a particular meeting of council attend the preceding Agenda Committee meeting.

From the information you provided, we understand that the Agenda Committee meets on the Tuesday afternoon preceding the bimonthly council meeting. You stated that the Clerk gathers reports, correspondence, and requests to appear before council, and brings them forward to the Agenda Committee meeting. You explained that the Committee reviews the items to determine if any additional information is required before an item is put on the agenda.

You also stated that prior to our Office's review, the Agenda Committee never turned its mind to the idea of conducting open meetings since it has always considered itself as performing a strictly administrative function (i.e. setting council meeting agendas). You informed our Office that the City has now decided to review its agenda-setting practices and that as part of this review, you have been gathering information about how other municipalities set the agendas for their council and committee meetings.

The *Municipal Act, 2001* provides that all meetings of council, local boards and committees shall be open to the public. For the purpose of the open meeting requirements, the Act defines a committee as "any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one of more councils or local boards (subsection 238(1)). Similarly, article 31 of the City's Procedure By-law states that meetings of the Council including meetings of the Council sitting in Committee of the Whole Council shall be open to the public and no person shall be excluded from a meeting except for improper conduct at the meeting. The by-law also states that no meeting or part of a meeting may be closed to the public unless the subject matter falls within the statutory exceptions to the open meeting requirements.

Three of the five members of the Agenda Committee are also members of council, and for this reason, the Agenda Committee technically meets the definition of a "committee" as defined in s. 238(1) of the *Municipal Act, 2001*.

Our Office also considered the mandate of the Agenda Committee, and particularly whether in the course of its duties, it exercises any power or authority of City Council. After considering the principles behind the open meeting law, as well as the relevant case law, the Ombudsman has developed the following working definition of a "meeting" to assist in determining whether a

gathering is subject to the open meeting provisions. To come within the *Municipal Act* requirements:

Members of council (or a committee) must come together for the purpose of exercising the power or authority of the council (or committee), or for the purpose of doing the groundwork necessary to exercise that power or authority.

As discussed on February 3, it appears that the Agenda Committee has been granted considerable discretion to determine if and when certain issues appear on the meeting agenda. In this respect, the Committee's activities appear to be laying the groundwork necessary in order for Council to make a decision.

For these reasons, the Agenda Committee appears to be a committee of Council as defined by the Act. Accordingly, our Office is of the opinion that the Committee is subject to the open meetings provisions of the Act and is required to follow the proper procedures when it holds meetings including providing notice of meetings to the public; providing the public with access to such meetings; keeping meeting minutes; and closing meetings only when the subject matter to be considered falls within the statutory exceptions to the open meeting requirements.

You indicated that you would make our Office's recommendations available to the public and that you would consider this recommendation as part of the municipality's review of its agenda-setting practices. We request that you inform our Office of the results of your review once it is completed. We would also like to be informed of council's plans to ensure that future meetings of the Agenda Setting Committee conform with the open meeting requirements of the *Municipal Act*, should council decide to continue this practice for setting its agenda.

We will also be notifying the complainant of the results of our informal review.

I would like to take this opportunity to thank you for the cooperation our Office received during this review.

Sincerely,



Trish Coyle
Investigator



2011 02 22

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Application No. A-2-11-Z – filed by Sal-Dan
Developments Limited

SUBJECT PROPERTY: Location – Located on the north east corner of
Korah Road and Cheshire Road, civic no 654
Korah Road
Size – Approximately 21m (69') frontage x 39m
(128') depth; the 'L' shaped property is
approximately 1104m² in area
Present Use – Vacant
Owner – Sal-Dan Developments Limited

REQUEST: The applicant, Sal-Dan Developments Limited,
is requesting a rezoning from "R2" (Single
Detached Residential) zone to "R3" (Low
Density Residential) zone to facilitate the
construction of a semi-detached dwelling.

CONSULTATION: Engineering – See attached letter
Building Division – See attached letter
Legal Department – No comments
PUC Services – No concerns
CSD – No concerns
Municipal Heritage Committee – No concerns
Fire Services – No objection
PW&T – No comments
Conservation Authority – See attached letter

PREVIOUS APPLICATIONS

In 1976 a rezoning was requested to permit the construction of a 4-unit apartment building. Given neighbourhood opposition and the size limitations of the subject property, the application was deferred indefinitely.

Conformity with the Official Plan

The subject property is designated "Residential" on Land Use Schedule 'C' of the Official Plan. Residential Policies "R1" through "R5" encourage mixed densities, residential intensification, and infill development opportunities, all of which apply to this development proposal. Therefore, this request conforms to the Official Plan.

Comments

The applicant, Sal-Dan Developments Ltd. is requesting a rezoning from "R2" (Single Detached Residential) zone to Low "R3" (Density Residential) zone to permit the construction of a semi-detached dwelling.

Referring to the site plan and elevation sketches, the proposed semi-detached dwelling will be 2-storeys, fronting on Korah Road. The northern unit will gain access from Korah Road and the southern unit will gain vehicular access from Cheshire Road.

The surrounding area is a well established mixed residential neighbourhood. There are a number of existing semi-detached dwellings and small apartment buildings nearby. The properties to the north of the subject property are currently zoned "R3", which matches the zoning proposed by the applicant.

This application represents an appropriate infill, residential intensification opportunity, which will fit into the general mixed residential character of the area.

To date, formal objections have not been received by any neighbours. On January 28, 2011, Planning staff conducted an on-site visit and met with the abutting neighbour to the north and the owner of 349 Sydenham.

The abutting neighbour to the north on Korah Road outlined two main concerns. First, the applicant's site plan shows that the subject property includes a 12' lane at the back. Although the laneway is not critical to this proposal, the neighbour felt that he owned the laneway. It is possible that the neighbour to the north purchased lands in addition to this 12' laneway; however, the applicant has provided proof of ownership of the 12' laneway, which is on file in the Planning Division. The neighbour to the north was also concerned that he may lose a portion of his driveway, which appears to encroach on the northern portion of the subject property. Based on the site plans attached, it appears as though

development will result in a shared driveway between the semi detached dwelling and the neighbour to the north, although the applicant is not obligated to accommodate this existing encroachment.

The neighbour at 349 Sydenham Road was concerned that the proposed semi would block the view from her rear yard to Korah Road. At 2-storey's, the proposed semi would block this view, although a 2-storey residential building is well within the character of the existing area and permitted by the existing zoning.

Correspondence from the Municipal Services Engineer notes that the subject property has only one sanitary service, while 2 sanitary services are required for a semi detached dwelling. The applicant is reminded that payment is required for a second sanitary service prior to the issuance of a building permit.

Building Division notes that there have been a number of complaints through the years concerning high grass. Once developed, it is likely that the grounds will be maintained to a much higher standard.

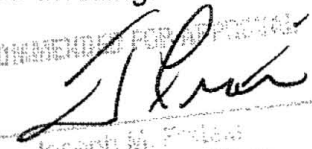
The subject property is located within a 2-year capture zone of a Municipal well. The Sault Ste. Marie Region Conservation Authority would like to remind the applicant that safeguards should be in place for the proper storage and handling of any chemical or petroleum products, both during and after construction.

SUMMARY

This application represents an appropriate infill and residential intensification opportunity. The vacant subject property is located within a well established mixed residential neighbourhood, consisting of single and semi detached residences, and a few small apartment buildings. The subject property is large enough to support the proposed semi detached dwelling and all required setbacks will be achieved. There is also ample space to ensure adequate outdoor amenity areas and future accessory buildings.

Planning Director's Recommendation

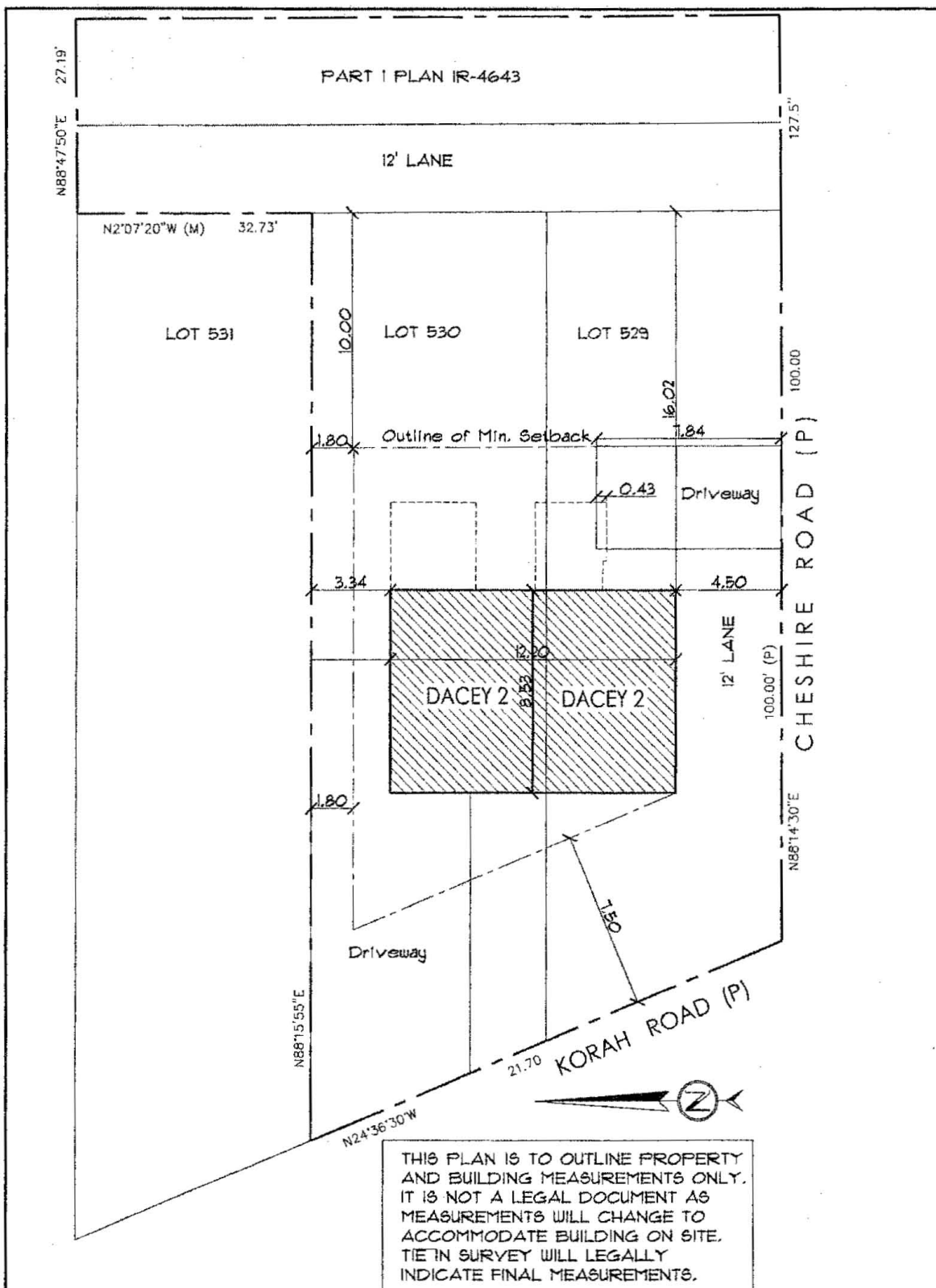
That City Council approve this application and rezone the subject property from "R2" (Single Detached Residential) zone to "R3" (Low Density Residential) zone, to permit the construction of a 2-storey semi detached dwelling.

RECOMMENDED FOR APPROVAL

 Joseph M. Farrell
 Chief Administrative Officer

PT/pms

PUBLIC NOTICE – 2011 02 22, Council Chambers, Civic Centre

b(6)(a)



AREA OF LOT = 945.7sq.m.
AREA OF LOTS 529 AND 530 = 699.9sq.m.

Saldan
DEVELOPMENTS
LIMITED

www.saldan.net

The Dacey 2

64 Industrial Park Crescent
Sault Ste. Marie, Ontario P6B 5P2
(705) 942-5540

This home plan is the property of Saldan Developments Unlimited and is to be used only by the recipient and returned upon demand. This home plan is for the construction of one home only, and is not to be reused or reproduced without the expressed written permission.



PROJECT - Civic #654 Lot # 530 & 529 Korah Rd

Site Plan

SCALE - 1:200

DATE - Dec 2010

DRAWN BY - T.P.

REVISED -

CHECKED BY - C. CORR
BCIN 24146

DRAWING NUMBER

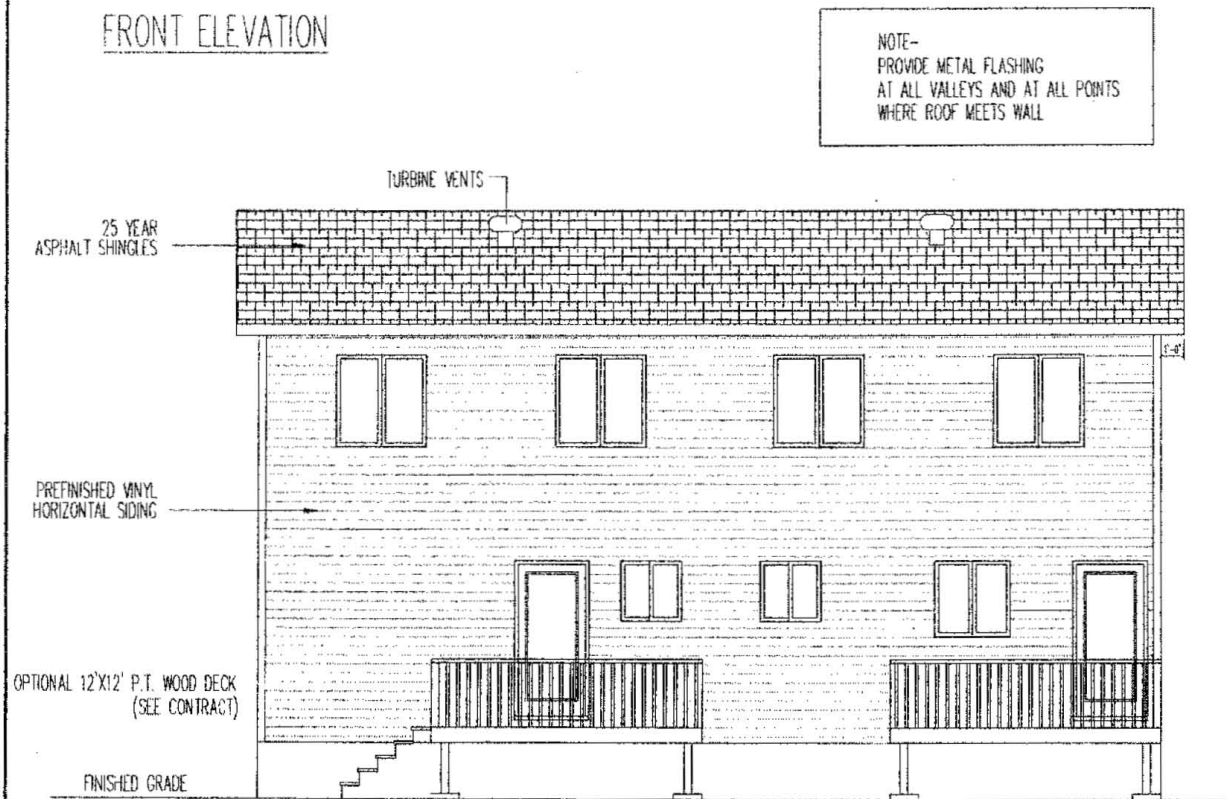
SPI

REF. No. - SP 10-078

b(6)(a)



FRONT ELEVATION



REAR ELEVATION

Saldan
DEVELOPMENTS
LIMITED

Dacey 2 Model

www.saldan.net

64 Industrial Park Crescent
South Ste. More, Ontario P6B 5P2
(705) 942-5540

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PROJECT - Civic # 654 Lot # 530 & 529 Korah Rd

Elevations

SCALE - 3/16" = 1'-0"

DATE - Dec 2010

DRAWN BY - T.P.

REVISOR - January 24, 2011

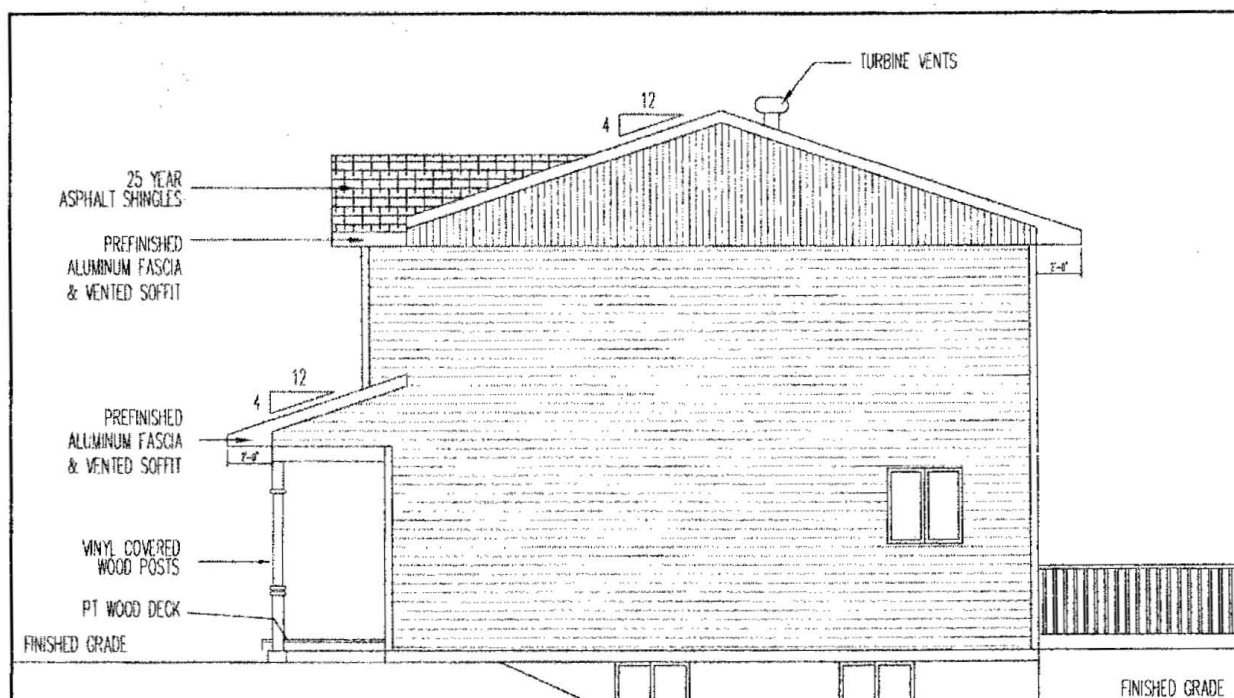
CHECKED BY - C.CORR

B.C.L.N. - 2446

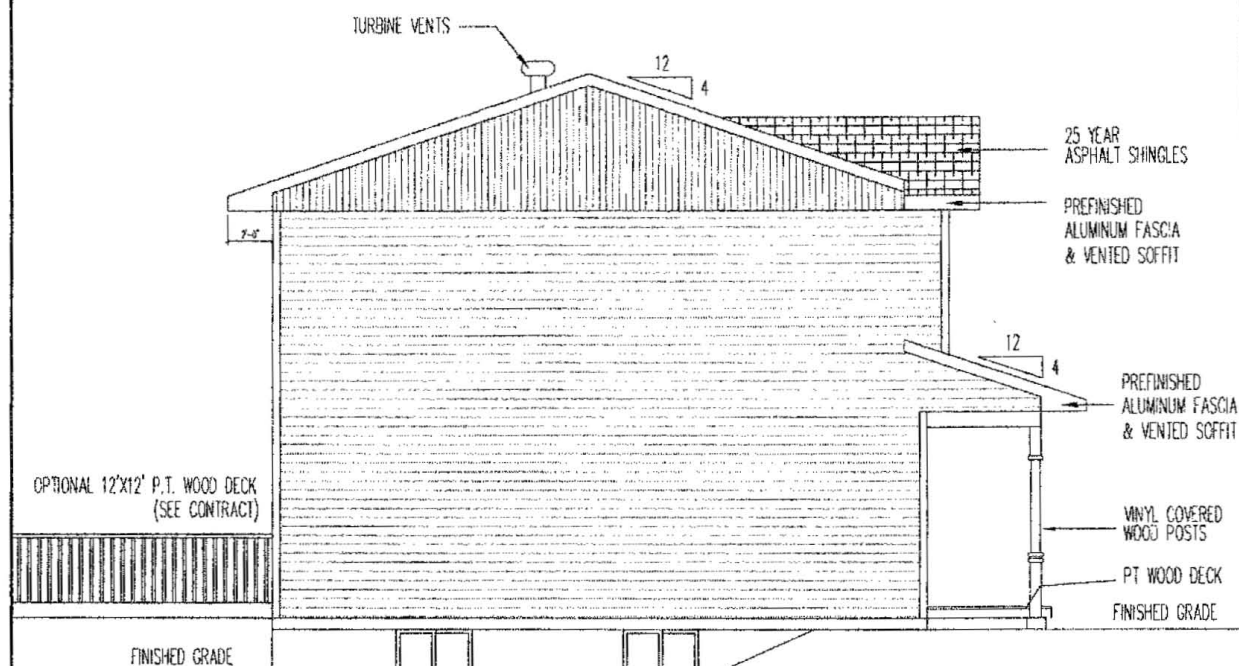
DRAWING NUMBER

A5 of 6

REF. No. - SD 10-018



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

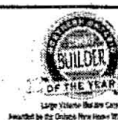
Saldan
DEVELOPMENTS
LIMITED

Dacey 2 Model

www.saldan.net

64 Industrial Park Crescent
South Ste. Marie, Ontario P6B 5P2
(705) 942-5540

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PROJECT - Civic # 654 Lot # 530 & 529 Korah Rd

Elevations

SCALE - 3/16" = 1'-0"

DATE - Dec 2010

DRAWN BY - TJP

REVISED - January 24, 2011

CHECKED BY - C. ORR
B.C.I.N. - 24146

DRAWING NUMBER

A6 of 6

REF. No. - SD 10-015



2011 02 01
Our File: A-2-11-Z

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

FROM: Catherine Taddo, P. Eng.
Municipal Services Engineer

SUBJECT: **APPLICATION No. A-2-11-OP
SAL-DAN DEVELOPMENTS LIMITED
REQUEST FOR AN AMENDMENT TO THE ZONING BYLAW**

The Engineering Department has reviewed the above noted application, and has the following comments:

- The lot has one existing sanitary service. For a proposed semi-detached dwelling two services are required. Payment is required for a second sanitary service, prior to issuance of a building permit.

If you require anything further please, contact me.

Sincerely,

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Jerry Dolcetti, RPP
Jim Elliott, P. Eng.

6(6Xa)

Pat Schinners

From: Don Maki
Sent: January 26, 2011 2:43 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A2-11-Z

Hi Don

We have received a number of complaints through the years concerning high grass. All have been resolved by the owner.

Don

Don Maki CBCO
Chief Building Official
Building Division
Engineering and Planning
705-759-5399

01/26/11

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: January 25, 2011 2:16 PM
To: Pat Schinners
Cc: Peter Tonazzo; Frank Tesolin (Home); Linda Whalen
Subject: SSMRCA Response - A-2-11-Z

January 25, 2011

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-2-11-Z
Sal-Dan Developments Limited
654 Korah Road
Sault Ste. Marie

The subject property is not 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 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 and the WHPA B area (2 year capture zone).

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



2008 ORTHO PHOTO

654 KORAH ROAD

Planning Application A-2-11-Z



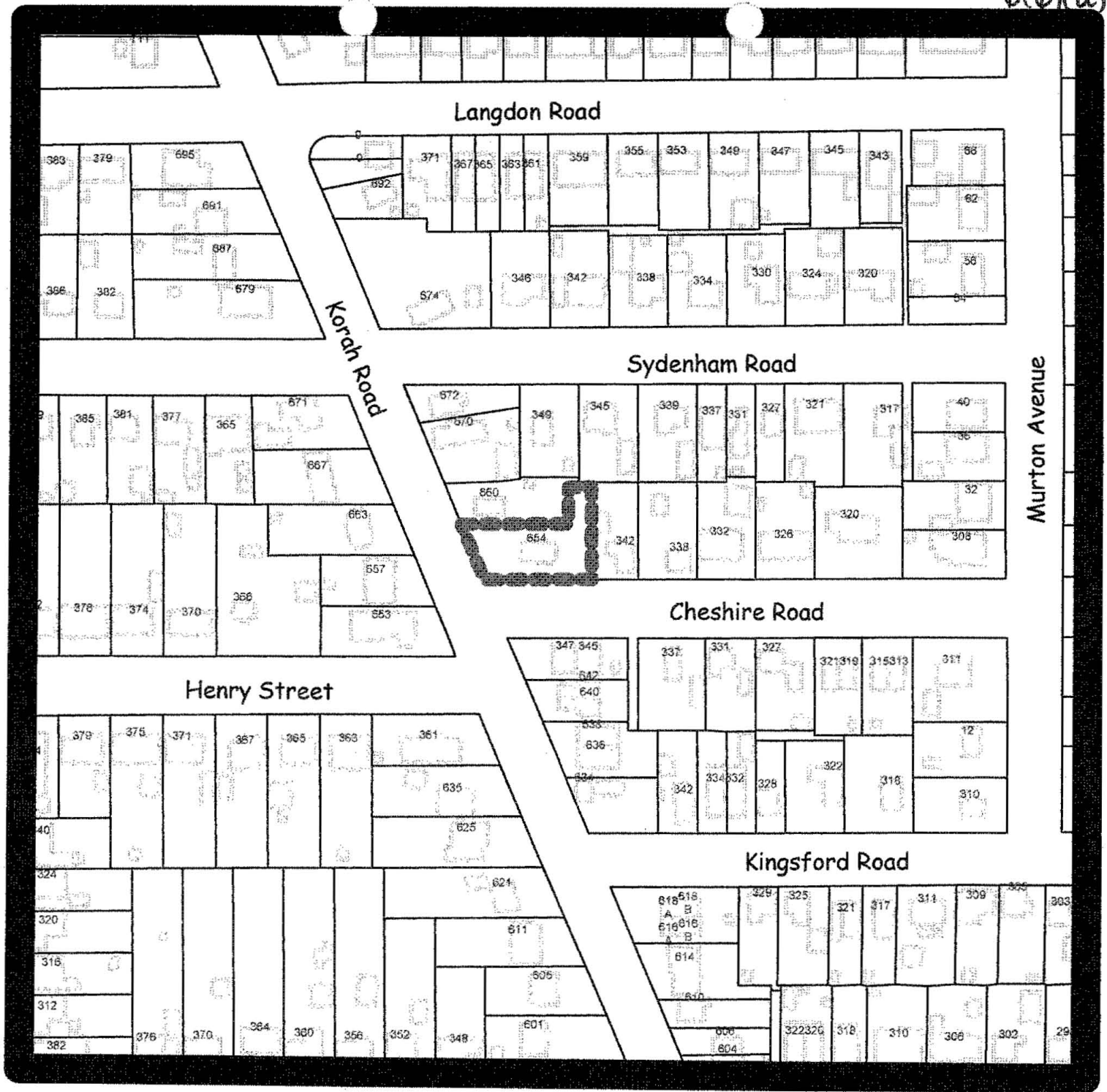
Metric Scale
1 : 1200



Subject Property = 654 Korah Road

Maps 80 & 1-90 Maps 80 & 1-90

January, 2011



SUBJECT PROPERTY MAP

654 KORAH ROAD

Planning Application A-2-11-Z



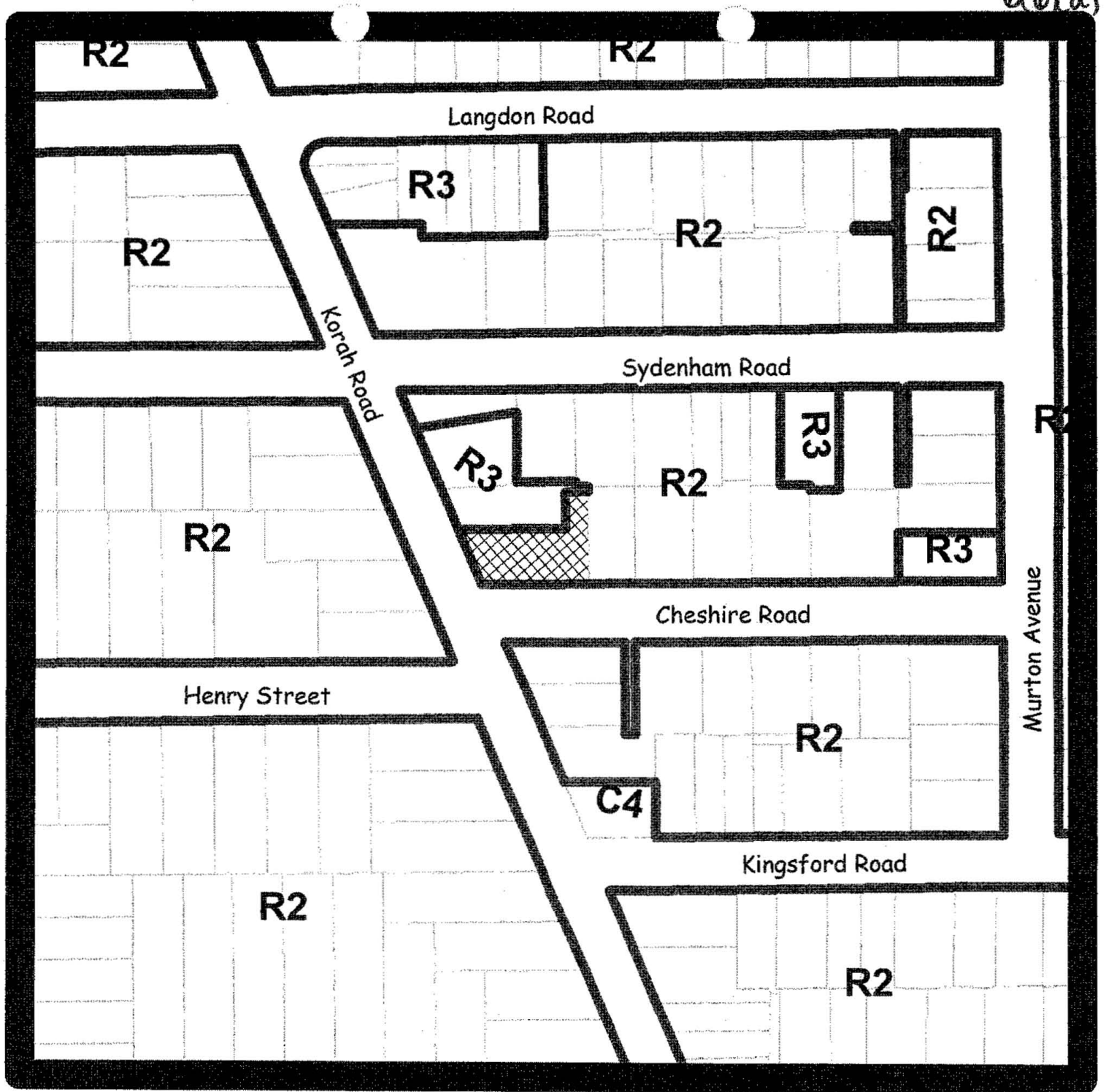
Metric Scale
1 : 1200



Subject Property = 654 Korah Road

Maps 80 & 1-90 Maps 80 & 1-90

January, 2011



EXISTING ZONING MAP

654 KORAH ROAD

Planning Application A-2-11-Z



Subject Property = 654 Korah Road



R2 - Single Detached Residential Zone



R3 - Low Density Residential Zone



Metric Scale
1 : 1200

Maps 80 & 1-90 Maps 80 & 1-90

January, 2011

618X(a)



SAULT STE. MARIE POLICE SERVICE

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

ROBERT D. DAVIES
Chief of Police

BOB KATES
Deputy Chief of Police

EMERGENCY DIAL:	9-1-1
TELEPHONE:	(705) 949-6300
EXECUTIVE FAX:	(705) 949-3082
OPERATIONS FAX:	(705) 759-7820

February 14, 2011

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

Dear Mayor Amaroso and Councillors:

Re: Police Service Fee Schedule

Due to the addition of the Harmonized Sales Tax introduced earlier in 2010, it is necessary to update the Police Service's fee schedule. The schedule includes costs for non-essential services that we currently provide to the public.

Attached is an amended fee schedule for City Council's approval as per the Municipal Act at their next regularly scheduled meeting.

Yours truly,

A handwritten signature in black ink, appearing to read "R. Davies", is written over a horizontal line.

Robert D. Davies
Chief of Police

RDD:ah

Attachment

cc: Sergeant L. Campbell, Planning & Research



SERVICE FEE SCHEDULE

(Flat rates include H.S.T.)

Motor Vehicle Collision Reports		\$45.00
Statements		\$45.00
Officer Notes		\$45.00
Statements and Officer Notes	Set fee for requesting both records, no refunds if only one of these records exist	\$65.00
Accident Reconstruction Reports		\$2,225.00
Traffic Escorts	(One hour minimum hour)	\$65.00 per hour
Court Order and Subpoena	Administrative fee	\$50.00
	Photocopying fee for files	\$0.20 per page
Copy of video/audio tapes	Administrative fee	\$50.00
Member Interview while on-duty	Based on the member's current rate of pay + applicable taxes	Member's current hourly rate plus taxes
Member Interview while off-duty	Based on the member's current rate of pay + applicable taxes	Member's current rate of pay: 4 hours for first hour and hourly rate thereafter
False Alarms		\$73.50
Administrative fee for cancellations or direct billing, where appropriate		\$23.50
Form Reports / Letters		\$50.00
Fingerprints		\$30.00
Photographs (Digital on CD)		\$28.00
Taxi Licence Application Fee (includes taxi test)		\$15.00
Volunteer Record Check		\$15.00
Criminal Record Check		\$40.00
Pardon Applications Report		\$45.00
Use of Police Vehicle (vehicle only)		\$30.00 per hour
Hiring of Off-Duty Officers (per Policy 6.01). Based on the current 1 st Class Constable rate <u>inclusive of the Municipal Policing Allowance</u> at the overtime rate with a three hour minimum plus any applicable taxes.		1st Class Cst. wage @ OT rate (min.3 hrs)
Administrative Fee (per contract)		\$35.00



SAULT STE. MARIE POLICE SERVICE

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

ROBERT D. DAVIES
Chief of Police

BOB KATES
Deputy Chief of Police

EMERGENCY DIAL:	9-1-1
TELEPHONE:	(705) 949-6300
EXECUTIVE FAX:	(705) 949-3082
OPERATIONS FAX:	(705) 759-7820

February 2, 2011

Mayor Debbie Amaroso
& Members of City Council
City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Amaroso:

Re: 911 Central Emergency Reporting Bureau Infrastructure Upgrade

I have attached the report of Constable Steve Miron, Management Services, who has identified the need to upgrade the 911 CERB telephone system that has served our community since the inception of 911 services back in 1993. Presently the 911 CERB is located at the Police Service's building where all 911 calls for Fire, Police, and Ambulance services are received. Last year our CERB operators received over 31,000 business and emergency calls for service.

Due to the age of our existing 911 infrastructure and the fact that replacement parts for our system are no longer available, I am requesting consideration for funding to immediately replace our dated and original 911 system. I am further recommending that the funds for this project come from the City's 2010 emergency preparedness budget which has a carry over of \$63,920.01.

As indicated in the report of Constable Miron there is a sense of urgency to replace our 911 equipment. I am available to attend a meeting of City Council if required to further speak to this matter.

Yours truly,

Robert D. Davies
Chief of Police

RDD:tc

Attachment

cc: Bill Freiburger, Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Trateel
Chief Administrative Officer

City of Sault Ste Marie
POLICE-EMERGENCY PLANNING
For the Twelve Months Ending December 31, 2010

Department	December	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem
REVENUE					
EXPENDITURES					
Salaries	\$1,915.16	\$13,786.56	\$72,450.00	\$58,663.44	80.97%
Benefits	158.75	1,153.86	\$3,460.00	\$2,306.14	66.65%
Travel and training			\$2,365.00	\$2,365.00	100.00%
Vehicle allowance, maintenance and repairs	175.15	593.17	\$500.00	(\$93.17)	(18.63%)
Operating supplies and services	285.43	3,271.40	\$3,950.00	\$678.60	17.18%
	2,534.49	18,804.99	\$82,725.00	\$63,920.01	77.27%
NET (REVENUE)/EXPENDITURE	2,534.49	18,804.99	\$82,725.00	\$63,920.01	77.27%

(b)(8)(b)

b(8)(b)

**Steve Miron
Constable 203**



Support Services

INTERNAL CORRESPONDENCE

DATE: January 14, 2011
TO: Chief Davies
RE: 911 Infrastructure Upgrade

Dear Chief Davies,

Here is a short history of our 911 system upgrade request.

Our 911 infrastructure has been in place since approximately 1993. We are using a Meridian system supplied by Bell. This system is an analog system with no capability of upgrade. The Meridian system is no longer supported by Bell and repairs to the system are done with refurbished parts only. That means that a broken part is replaced with an old part than has been previously repaired or taken out of service from somewhere else. We have had several repairs to our operator consoles (phone sets) and they have been replaced with a "cleaned up or repaired" device. We have had constant issues with the buttons on the consoles and we have had them cleaned up or replaced as needed.

In July 2010, we had a failure of the power back-up system and it was replaced. When Bell came in to check the system, I had a conversation with the Technicians about the 911 system. That is when I learned about Bell no longer supporting our current system and the use of refurbished parts.

Several times a year we have had to re-set the system by pulling electronic boards from the 911 cabinet to reset the ANI/ALI (call display info).

We are using a dot matrix, tractor feed printer for the 911 call log. This printer is old and if it were to fail it would not be a simple task to come up with a replacement solution. We have a spare printer that we have kept as a back-up but the paper is getting harder to acquire also.

Currently we are not able to compile detailed reports of 911 calls unless we physically go through the paper logs that are generated when a 911 call is made. The Bell Alliant solution would be an integrated software package that could be accessed through the network by administrators. Information could be gathered without the accumulation of paper logs and reports generated as needed.

Bell Alliant has proposed a solution to replace our 911 infrastructure, complete from the wired circuits in the phone room to the operator's headsets. This would be a turn-key project that would be an analog system that can be switched over to digital if we changed our incoming lines in the future. The new system would replace all hardware in the phone room, operator's consoles, 911 call log printer and integrate the call recorder system into the new equipment.

The cost for this portion of the project is: \$48,534.05

Taxes	<u>\$6309.43</u>
Total	\$54,843.48

I have attached a quote from Bell that outlines the costs of the new equipment, installation costs and a maintenance agreement.

There is a separate quote for the network integration of the comlog system. The quote is separate from the new 911 system because this is for the integration of our existing comlog that records voice and radio calls. The cost for the network integration and testing for that system is: \$8,130.00

Taxes	<u>\$1,056.90</u>
Total	\$9,186.90

I have attached a quote from Bell that outlines the costs of the network integration.

The entire cost for the project would be \$64,030.38

The 911 system is approaching 20 years old, with no options of upgrading. This is the heart of the 911 Emergency Reporting Service and I feel that is best to replace the system now rather than wait for a failure that could lead to a loss of an emergency call. The public expects this system to work flawlessly for their emergency needs.

Respectfully submitted

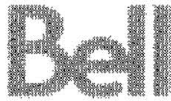


Steve Miron P.C.#203
Support Services



Inspector D. O'Dell
Management Services

68(b)



Solution ID: 224512
Date: 13/01/2011

Quotation (Proposal)

This document is a proposal. Prices and conditions are therefore subject to change. Installation date will be confirmed upon receipt of Customer's acceptance of a formal quotation signed master agreements. At Cutover Date, Bell shall issue an invoice for the balance of the Total Price, together with all applicable taxes.

This proposal contains details of the equipment you requested. Bell Canada offer quality and expertise in providing cutting edge communication solutions and support. Thank you for considering Bell Canada.

Solution Summary

Standard Material:	\$47,145.55
Non Standard Material:	\$2,645.50
Labour and Other Charges:	\$4,167.95
Maintenance:	\$6,216.84
Total Incentive:	- \$11,641.79
Total Solution including Incentive :	\$48,534.05

Bell Sales Contact

Name: DAVE SMITH
Telephone: 7957599614
Fax:
Email: david.smith2@bell.ca
Toll Free:

System Details

System ID: S214550
 System : BCM 450
 Valid Till: 14/03/2011

System Type : BCM 450

Billing Address

BTN : 7059496300
 Name : CITY OF SAULT STE MARIE POLICE DEPT
 Address : 580 2ND LINE E
 City : SAULT STE MARIE
 Country : CANADA
 Prov/State : ONTARIO
 Postal Code : P6A 5L6

Installation Address

STN : 7059496300
 Name : GOVERNMENTS-GOUVERNEMENTS
 Address : 580 SECOND LINE E
 City : SAULT STE MARIE
 Country : CANADA
 Prov/State : ONTARIO
 Postal Code : P6B 4K1

Please note that Supplier Incentives are configuration-dependent. Equipment cannot be modified or returned after the order is placed with the supplier. Additional equipment not included in the original order will not be entitled to Supplier or Bell Incentives that were provided in original order.

Maintenance (Voice)

Maintenance Type : Extended Warranty Period
 Duration : 3 Year
 Coverage : (7/24) 7 days/week 24 hrs/day
 Payment Type : PrePaid
 Maintenance Total Price : \$4,783.68
 Total Maintenance Incentive : - \$966.73
 Total Maintenance : \$3,826.95

By purchasing the Bell Maintenance and Extended Warranty Plan, you have the assurance that Bell will support the Equipment hardware and associated software in accordance with the Terms and Conditions contained in the Master Maintenance Agreement for the term of the Agreement.

Equipment

Part Number / SKU	Description	Qty	CPE	POP	Included Qty	Final Price
NT5B16AAAJE5	BCM GASM8 MBM	1	0	0	0	\$1,158.24
NT5B42AAAGE5	Comb.GATM8 and DSM16 Med Bay V2	1	0	0	0	\$1,386.84
NT5B44AAAE5	GATM8 ANALOG TRUNK MODULE 8 PT	1	0	0	0	\$1,153.52
BCM BRONZE LOSPEED	BCM Remote Diagnostic-Bronze	0	0	0	1	\$0.00
GN21208	1 GB USB flash drive-BCM DS	0	0	0	1	\$0.00
NTC06611BUE6	BCM450 6.0 RFO NA PCord Bund	1	0	0	0	\$7,040.88
N0105747	Power Cord North America	0	0	0	2	\$0.00
NTAT0145	BCM450 SU Patch CD	0	0	0	1	\$0.00
NTC03100TWE6	Global BCM450 6.0 Redundant Sy	0	0	0	1	\$0.00
NT5B04AAADE5	BCM Digital Trunk MBM	1	0	0	0	\$1,734.08
NTC01001KC	BCM450 ICC pAuth 1SSet 2 Agent	1	0	0	0	\$568.38
NTC01002KC	BCM450 ICC 1 Skillset pAuth	3	0	0	0	\$624.00
NTC01007KC	BCM450 ICC Ag 1Se pAuth	2	0	0	0	\$416.00
NTC01014KC	BCM450 Multimedia CC Auth Lic	1	0	0	0	\$1,600.20

2820

NTC01018KC	BCM450 VM 4 seat Paper Auth Lic	1	0	0	0	\$368.00
NTC01019KC	BCM450 VM 8 seat Paper Auth Lic	1	0	0	0	\$736.00
NTC01026KC	BCM450 UM 4 seat Paper Auth Lic	1	0	0	0	\$288.00
NTC01041KC	BCM450 LAN CTE 4 Seat	1	0	0	0	\$288.00
NTC01046KC	BCM450 Meet Me Conferencing Bse	1	0	0	0	\$4,000.50
NTC01070KC	BCM450 IP Telephony Client 16st	1	0	0	0	\$1,408.18
NTC01108KC	BCM450 Professional Call Record	4	0	0	0	\$320.04
NTYS20AB70E6	IP Phone 1230 Charcoal Icon	4	0	0	0	\$1,057.79
NTYS22AB70E6	1200 Series EM - 12 keys LCD	8	0	0	0	\$1,121.08
SMX1000	SMART-UPS X 1000VA RACK/TOWER	1	0	0	0	\$754.77
SMX48RMBP2U	SMART-UPS X-SERIES 48V EXT	3	0	0	0	\$1,899.25
NTC01013KC	BCM450 Reporting for Intell CC	1	0	0	0	\$1,240.54
NTC01035KC	BCM450 VPMI AMIS Msg Network	1	0	0	0	\$1,720.60
NTC01053KC	BCM450 Activity Reporter	1	0	0	0	\$1,048.51
Total						\$31,933.40

Services

Labour Regular	\$1,008.20
Labour Programming	\$450.00
Staging Labour Regular	\$200.00
ADS-Design/Configuration/Training	\$2,259.75
Total Services	\$3,917.95

System Type : Routers

Billing Address

BTN : 7059496300
 Name : CITY OF SAULT STE MARIE POLICE DEPT
 Address : 580 2ND LINE E
 City : SAULT STE MARIE
 Country : CANADA
 Prov/State : ONTARIO
 Postal Code : P6A 5L6

Installation Address

STN : 7059496300
 Name : GOVERNMENTS-GOUVERNEMENTS
 Address : 580 SECOND LINE E
 City : SAULT STE MARIE
 Country : CANADA
 Prov/State : ONTARIO
 Postal Code : P6B 4K1

Please note that Supplier Incentives are configuration-dependent. Equipment cannot be modified or returned after the order is placed with the supplier. Additional equipment not included in the original order will not be entitled to Supplier or Bell Incentives that were provided in original order.

Maintenance (DATA)

Maintenance Type : Extended Warranty Period
 Duration : 3 Year
 Coverage : 7x24x4 for 7 days/week 24 hrs/day with 4 hr MTTR
 Payment Type : PrePaid
 Maintenance Total Price : \$1,433.16
 Total Maintenance Incentive : - \$143.31
Total Maintenance : \$1,289.85

By purchasing the Bell Maintenance and Extended Warranty Plan, you have the assurance that Bell will support the Equipment hardware and associated software in accordance with the Terms and Conditions contained in the Master Maintenance Agreement for the term of the Agreement.

Equipment

Part Number / SKU	Description	Qty	CPE	POP	Included Qty	Final Price
AL4500E16-E6	Ethernet Routing Switch 4526GTX	1	0	0	0	\$4,670.40
Total						\$4,670.40

Services

Labour Regular	\$250.00
Total Services	\$250.00

System Type : Non Standard

Billing Address

BTN : 7059496300
 Name : GOVERNMENTS-GOUVERNEMENTS
 Address : 580 SECOND LINE E
 City : SAULT STE MARIE
 Country : CANADA
 Prov/State : ONTARIO
 Postal Code : P6B 4K1

Installation Address

STN : 7059496300
 Name : GOVERNMENTS-GOUVERNEMENTS
 Address : 580 SECOND LINE E
 City : SAULT STE MARIE
 Country : CANADA
 Prov/State : ONTARIO
 Postal Code : P6B 4K1

Please note that Supplier Incentives are configuration-dependent. Equipment cannot be modified or returned after the order is placed with the supplier. Additional equipment not included in the original order will not be entitled to Supplier or Bell Incentives that were provided in original order.

Equipment

Part Number / SKU	Description	Qty	CPE	POP	Included Qty	Final Price
CWACDBC-M-P	SHADOW Call Center Reporting for BCM	1	0	0	0	\$910.00
CWSITEX-3M	Site Annual Maintenance - 3yr Term	1	0	0	0	\$335.50
CWRTD5-P	SHADOW Real Time Dashboard (RTD) - 5 Lic	1	0	0	0	\$1,400.00
Total						\$2,645.50

MASTER EQUIPMENT SALE AGREEMENT (MESA)

Master Equipment Sale Agreement Number

1 BINDING AGREEMENT

By submitting an order to purchase (and/or license, as applicable) the equipment, software and/or firmware described in the quotation attached as Schedule "A" ("Quotation") or any subsequent Quotations ("Equipment") and installation, configuration, and/or any other services associated with the Equipment ("Services") as applicable, GOVERNMENTS-GOUVERNEMENTS ("Customer") accepts and agrees with all the terms and conditions in this Master Equipment Sale Agreement ("Agreement"). This Agreement forms the entire agreement between Customer and Bell Canada or Bell Alliant Regional Communications, Limited Partnership, where Customer is in Bell Alliant territory ("Bell"). The terms in this Agreement shall prevail over and replace any other verbal or written communications between Customer and Bell, including any terms in a purchase order or other document issued by Customer. No other terms and conditions apply, except as expressly agreed to in writing by Bell.

2 SUBSEQUENT SALES AND GROWTH ORDERS

This Agreement will govern all subsequent and future sales of Equipment that may be ordered through the issuance of an additional Quotation, a Customer purchase order, or a request from the Customer in-person, by e-mail, telephone, facsimile or any other means. Where an order is made orally, Bell will send Customer an Outright Sale Growth Order Confirmation Form via an e-mail or facsimile confirming Customer's order, unless the order is for the removal of Equipment or is an order for labour only, in which case Customer will be provided with a date of service. Customer will be invoiced after labour or services are completed. Where an order is made by a non-oral method other than through a Customer purchase order, once Bell sends the Outright Sale Growth Order Confirmation Form confirming Customer's order, the order is deemed to be final and accepted by the Customer. The growth order shall be effective on the earlier of the date of Bell Canada's confirmation of the order and the date Bell Canada commences work to provision the services.

3 CANCELLATION

If Customer cancels an order (in full or in part) prior to the delivery or performance of the order, a restocking fee of 25% of Equipment cost, as listed under the heading "Material" in the "Solution Summary" portion of the Quotation or on the Outright Sale Growth Order Confirmation Form will be charged, and Bell will apply the deposit towards this restocking fee. Bell will not accept cancellation of any software (and Customer will be charged 100% of the price), or Equipment that is: (a) already delivered to Customer; (b) non-stock, specially ordered or customized; or (c) discounted or sold to the Customer at an incentive price.

4 PAYMENT

- a Upon placement of an order under this Agreement with Bell, Customer will pay Bell a deposit of 25% of the "Solution Total" price as listed in the Quotation or on the Outright Sale Growth Order Confirmation Form ("Total Price"). If there are changes to the Equipment, services, and/or prices prior to the Cutover Date (as defined below), Customer will be issued a new or revised Quotation, or purchase order reflecting such change. The Cutover Date is the date when Bell informs Customer that installation is completed and that the Equipment is ready for use, or if Equipment is not installed by Bell, the date of delivery.
- b If Bell is installing the Equipment, an additional payment of 25% of the Total Price is due on delivery and the balance is due upon installation.
- c If Bell is not installing the Equipment, the balance is due on delivery.
- d All payments, with applicable taxes, are to be made to the Bell address set out in the invoice. Late payment charges at Bell's then applicable rate will apply to payments received by Bell 30 days or more after the invoice date. If Customer does not pay the outstanding amounts, Bell has the right to immediately possess and remove the Equipment at Customer's expense, without prejudice to any right or remedy for breach of contract.

5 THIRD PARTY LEASING

If Customer: (a) provides Bell, at the time Customer places an order, with written confirmation that Customer has entered into an equipment lease agreement with a third party leasing company ("Lessor"), who will receive title to the Equipment after paying Bell in full, and all signed lease documentation within 30 days of this Agreement date, and (b) pays Bell the applicable administrative fee, Bell will reissue to the Lessor an invoice for payment of the total price. This does not make Bell a party to any agreement between Customer and Lessor, nor does it relieve Customer of payment obligations to Bell if Lessor does not pay the entire amount due, including late payment charges and taxes. All other terms in this Agreement will apply between Bell and the Customer. Customer agrees to inform Bell and Lessor of the installation of the Equipment and/or performance of the services immediately upon the receipt of same and of any outstanding payments or obligations.

6 INSTALLATION

- a If Bell is to install the Equipment, perform any Services, or provide connecting arrangements to appropriate facilities through a demarcation point, Customer will, at its own expense, prepare the site (such as providing adequate conduit, storage/terminating space, electrical power, environmental conditions) according to manufacturer's specifications before the installation date.
- b Additional charges at Bell's then applicable rate (with a four-hour minimum charge) will apply if Customer site is not prepared for installation. Customer will comply with all applicable laws, including any health and safety legislation. Bell reserves the right to refuse to carry out service under hazardous conditions, and will not be responsible for any such refusal or for any delays due to circumstances beyond its control.

7 SOFTWARE LICENSE

By installing or using the Equipment, Customer agrees that the software is licensed for use strictly in accordance with its license terms, and that Customer will comply with and be bound by the software license terms provided with the Equipment or as provided at <http://www.bell.ca/OEMwarranties>. If there is a conflict between these license terms and any specific license terms provided with the Equipment by the Original Equipment Manufacturer ("OEM"), the OEM terms will prevail.

8 WARRANTY

- a Any warranty provided with the Equipment will be provided by the OEM and will accompany the Equipment upon delivery. Upon request, Bell will be pleased to provide Customer with a copy of the applicable OEM warranty. If there is a conflict between the OEM warranty terms provided by Bell and the OEM warranty terms provided with the Equipment, the OEM terms provided with the Equipment will prevail.
- b Bell does not guarantee uninterrupted or error-free operation of the Equipment. There are no express or implied warranties, except as expressly provided by the OEM. Any warranty provided with the Equipment will be between Customer and the OEM. Customer agrees that Bell shall have no liability to Customer in connection with such warranty obligations.

9 RISK OF LOSS AND TITLE

Customer is responsible for any risk of loss or damage to the Equipment on the delivery date. Title to the Equipment will pass to Customer upon full payment of Total Price to Bell.

10 LIMITATION OF LIABILITY

- a Bell's liability for any Equipment failure directly caused by Bell's negligence is limited to the cost of repair or replacement of the applicable Equipment parts.
- b Bell's total liability for all claims and damages incurred by Customer due to Bell's negligence or breach of contract is limited to 50% of the Total Price paid by Customer.
- c Bell is not liable for any indirect, special, incidental or consequential damages whatsoever, or for any damages arising out of Customer's non-compliance with the manufacturer's or Bell's directives for the Equipment.
- d Bell will not be responsible for any delays due to circumstances beyond its control.

11 CONFIDENTIALITY

Customer shall not disclose any of Bell's information that is of a confidential or proprietary nature, such as pricing or other sensitive business information. Bell may disclose Customer's confidential information to third party contractors, provided that such contractors agree to protect such information. Where Bell is required by a third party supplier to provide information regarding a Customer as a precondition of purchasing Equipment or otherwise for purposes related to the sale or maintenance of the Equipment, Customer appoints Bell as its agent to provide such information, and consents to such disclosure and use.

12 GOVERNING LAW

This Agreement shall be governed by the laws of the province of ONTARIO and the federal laws of Canada as applicable therein.

13 SUBCONTRACTING AND ASSIGNMENT

Bell reserves the right to subcontract or assign this Agreement to third parties who may provide services, including billing services, on behalf of Bell, but subcontracting will not relieve Bell of its obligations. Customer agrees that Bell may assign to a third party any receivable that arises under this Agreement and any right or interest to receive payment related to that receivable.

14 LANGUAGE CLAUSE

The Parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

ACCEPTED FOR GOVERNMENTS-GOUVERNEMENTS BY:

Name: _____

Signature: _____

ACCEPTED FOR BELL BY:

Name: _____

Signature: _____

6(8XD)

I am duly authorized to accept this Quotation on behalf of
Customer:
Title: _____
Date: _____

I am duly authorized to accept this Quotation on behalf
of Bell
Title: _____
Date: _____



BELL CANADA MASTER MAINTENANCE SERVICE / EXTENDED WARRANTY AGREEMENT

1 GENERAL

Bell Canada ("Bell") agrees to use commercially reasonable efforts to maintain in good operating condition the hardware (the "Equipment") located at the Service Address(es) and described in Schedule A (Quotation) attached hereto and described in any Schedule C (See Service Coverage Details—Automatic Renewal Notice) to be attached hereto at time of renewal, and to provide other maintenance services as selected in Schedules A and C. GOVERNMENTS-GOUVERNEMENTS (the "Customer") agrees to provide prompt and free access to the Equipment for Bell to effect the necessary repairs and maintenance, and to perform such other maintenance services as required, in accordance with the terms and conditions of this Master Maintenance Service / Extended Warranty Agreement number _____.

If Bell receives updates, upgrades, fixes, modifications, replacements or enhancements for the software associated to the Equipment free of charge from the manufacturer (the "Included Updates"), Bell shall, at the Customer's request, provide any such Included Updates at no cost to the Customer. Associated labour charges (at Bell's prevailing rate) may apply, at Bell's discretion, if the software modification is being provided for a non maintenance-related issue (outside the scope of this Agreement). To the extent additional hardware is required to support such Included Updates, this additional hardware will be charged to Customer at Bell's prevailing rates.

2 TERM AND TERMINATION:

- a This Agreement shall be effective for the maintenance period(s) described on Schedule A and any renewal thereof (the "Maintenance Period") on the terms and conditions indicated in this Agreement.
- b Each Maintenance Period shall automatically renew for successive one (1) year terms, until terminated by either party giving thirty (30) days written notice prior to the expiry of the then current Maintenance Period.
- c Bell agrees to provide to the Customer written notice of changes to the terms and conditions of any maintenance services provided hereunder sixty (60) days prior to the expiry of the Maintenance Period. If the Customer is not satisfied with these changes and wishes to terminate this Agreement at the end of the Maintenance Period, the Customer must deliver to Bell a written notice of termination thirty (30) days prior to the end of such Maintenance Period. Failure to do so will result in automatic renewal and billing as amended by the Bell notice.
- d In the event of termination by the Customer of this Agreement or of any part thereof at any time prior to the end of the Maintenance Period, the Customer shall provide to Bell written notice thereof at least thirty (30) days prior to the proposed early termination date, and the Customer shall be required to pay to Bell, as liquidated damages and not as a penalty, an amount equal to one hundred (100%) percent of the remaining aggregate fees otherwise payable to the end of the Maintenance Period pertaining to the Equipment and/or the Services no longer governed by this Agreement.
- e If Bell breaches a material obligation under this Agreement, the Customer shall so advise Bell in writing, and if the breach remains unremedied after thirty (30) days following receipt of said notice, the Customer may terminate this Agreement in whole or in part and the Customer's payment obligations shall be terminated accordingly. If the Customer has made payments in advance, Bell shall refund to the Customer an amount equal to the fees covering the unexpired portion of the applicable Maintenance Period(s).
- f If the Customer breaches a material obligation under this Agreement, Bell shall so advise the Customer in writing. If the breach remains unremedied after thirty (30) days from the date of such notice, Bell may terminate with cause: (x) the entire Agreement; or (y) such portion of the Agreement as Bell determines, in its sole discretion and acting reasonably, is impacted by the Customer's breach. For the purposes of this section, Bell may terminate this Agreement for cause upon the occurrence of any of the events listed in Sections 5(a) through (h) below. In event of termination by Bell under this Section 2(f), no refund of any payments made in advance will be payable by Bell to the Customer. Furthermore, the Customer agrees to pay Bell an amount equal to the remaining aggregate fees otherwise payable to the end of the applicable Maintenance Period(s). Such amount shall be due and payable as of the date of termination of this Agreement. In the event of termination, pursuant to this section 2 (f) or to section 2(d), where the Customer received a discount on the initial purchase of the Equipment that was conditional on the Customer's participation in this Agreement throughout a specific Maintenance Period, Bell shall be entitled to recalculate such discount on a pro rata basis, and the Customer agrees to pay to Bell the pro rata amount of the discount to which the Customer is no longer entitled. Notwithstanding the foregoing, in the event Bell terminates this Agreement upon the occurrence of an event described in Section 5(h), Bell shall provide the Customer a refund of all prepaid amounts relating to the unexpired portion of the applicable Maintenance Period.

3 SERVICE OFFERINGS:

The Customer shall select, as part of every Schedule A and C, the applicable Service Coverage Offering(s) set out in Schedule B. The Customer shall be deemed to have accepted as valid the information contained in every Schedule A and C unless any discrepancies are identified by the Customer to Bell within fifteen (15) days of the date of issuance by Bell to the Customer of every such Schedule A and C. For the purposes of this Agreement, Regular Time shall be the time period applicable to the chosen Service Coverage Offering(s). Other Time shall be any time other than Regular Time. Subject to Section 2 (c), the Customer acknowledges that Bell may from time to time amend the terms and conditions pursuant to which the Service Coverage Offerings are offered including, without limitation, the applicable charges.

4 OTHER SERVICES:

- a Upon receipt of a request from the Customer, Bell may, in its sole discretion, and at the Customer's expense:
 - i repair any problems caused by the Customer or by a third party, or other externally caused problems
 - ii move existing Equipment,
 - iii inspect equipment added in accordance with Section 8 of this Agreement,
 - iv install additional Equipment and,
 - v provide other services as agreed to with the Customer.
- b Charges for all preceding services will be invoiced at Bell's prevailing prices, as determined by Bell from time to time
- c Bell may take any reasonable steps to mark or otherwise identify any Equipment covered by this Agreement. Such markings shall be retained on the Equipment to provide for subsequent maintenance and any attempt to remove the markings shall permit Bell to terminate this Agreement.

5 SERVICE EXCLUSIONS/TERMINATION:

- Bell shall not be obligated to provide service under the terms of this Agreement upon the occurrence of any of the following events:
- a the Equipment has been serviced, installed, altered, repaired or relocated, whether inside or outside Bell's operating territory, by any person other than a Bell employee or personnel authorized by Bell;
 - b the Equipment has been transferred in title without the written consent of Bell (which consent shall not be unreasonably withheld);
 - c the Equipment displays defects which are cosmetic in nature and/or are the result of mishandling, abuse, misuse, improper storage or operation, installation or maintenance by any person other than a Bell employee or personnel authorized by Bell;
 - d the Equipment has been damaged by any external cause whatsoever including use in conjunction with equipment which is electronically or mechanically incompatible;
 - e the Equipment has not been used continuously in accordance with environmental conditions stipulated by both Bell and the manufacturer of the Equipment;
 - f the Equipment, for whatever reason, requires a modification, replacement, upgrade, enhancement or update that is not an Included Update;
 - g payments required to be made by the Customer to Bell hereunder are in arrears; or
 - h at Bell's discretion if the manufacturer no longer provides manufacturer support to the Equipment.

6 REPLACEMENT PARTS:

Should replacement Equipment be necessary in connection with maintenance excluded pursuant to this Agreement, or where parts are not included as described in the chosen Service Coverage Offering(s), the replacement Equipment shall be charged to the Customer at Bell's prevailing rates. All replacement Equipment shall be new or equivalent to new in performance and, once installed, shall become the Customer's property. Once removed, any defective Equipment shall become the property of Bell.

- 7 **CHARGES AND PAYMENT:**
- The Customer agrees to pay to Bell a periodic or lump sum fee, as indicated on any Schedule governed by this Agreement in connection with Regular Time maintenance, (the "Maintenance Charge").
 - The Customer agrees to pay Bell's prevailing charges and premiums in connection with Other Time maintenance and for parts and labour required for work undertaken by Bell pursuant to Section 4, 5 and 6. Other Time maintenance includes a 4-hour minimum charge.
 - The Customer agrees to pay any applicable taxes in connection with this Agreement, unless the Customer is exempted from paying such taxes (as evidenced by a tax exemption number supplied by the Customer.).
 - Any invoice for the above charges, together with all applicable taxes, shall be payable within thirty (30) days of the date of invoice. Late payment charges, calculated at the then current rate, will apply to late payments.
 - If, at any time prior to payment in full of the total amount owing in respect of a Schedule, the Customer has: (i) provided Bell with written confirmation that he has entered into an agreement to finance the said total amount with a third party leasing or financing company ("Lessor"), and (ii) paid to Bell the then applicable administrative fee charged by Bell, Bell will reissue to the Lessor (an invoice(s) for payment of the total amount in accordance with this Section 7. The issuance of an invoice to a Lessor shall not constitute acceptance by Bell of the terms and conditions of any purchase order issued by Lessor or of any other agreements between the Customer and Lessor, nor shall it relieve the Customer of the obligation to make all required payments to Bell if the Lessor fails to pay the entire amount due, including late payment charges and taxes. However, except for the provisions of this Section, all dealings in connection with this Agreement and its terms and conditions shall continue to apply between Bell and the Customer. Bell will reimburse the Customer (without interest) any amounts previously received from the Customer in respect of a Schedule hereunder upon receipt of the complete payment from the Lessor.
- 8 **NOTIFICATION TO BELL/THIRD PARTY EQUIPMENT:**
- For the purpose of this Section "Non-Service Equipment" means any telecommunications equipment that has not been under continuous maintenance by Bell, including any telecommunications equipment not provided by Bell or installed by Bell. Such Non-Service Equipment shall not be covered by this Agreement unless the Customer and Bell agree to amend this Agreement, by adding such Non-Service Equipment to one or more new Schedules, subject to the terms and conditions contained in Section 8 (c) below.
 - The Customer shall notify Bell in writing of the installation or addition of Non-Service Equipment by the Customer or by a person other than a Bell employee or personnel authorized by Bell to the service address where the Equipment is located.
 - Following inspection, testing and acceptance of Non-Service Equipment by Bell at Bell's then applicable rates and charges, such Non-Service equipment can be used in connection with the Equipment provided that the Non-Service Equipment will require a thirty (30) day period during which Bell will monitor it to ensure it functions satisfactorily without effecting the operation of the Equipment. Such Non-Service Equipment will be maintained by Bell during such thirty (30) day testing period at Bell's then applicable parts and labour rates. All Non-Service Equipment will be covered by this Agreement only after the end of the thirty (30) day period and only if it is determined in Bell's discretion that such Non-Service Equipment will not interfere with normal operation of the Equipment. Upon the addition of such Non-Service Equipment to this Agreement, the Non-Service Equipment shall become "Equipment" under this Agreement and a new Schedule reflecting any additional costs due to the addition of such Non-Service Equipment shall be issued. The Customer will be invoiced for such additional charges from the date of Bell's acceptance of the Non-Service Equipment to the end of the Maintenance Period. Where parts for any Non-Service Equipment are not available to Bell for repair purposes, the Customer will be responsible for providing replacement parts at the Customer's expense.
 - Notwithstanding anything to the contrary in this Agreement, any Non-Service Equipment maintained or charged for by Bell in error under this Agreement shall not be deemed to be covered by the terms and conditions of this Agreement, and Bell expressly disclaims any liability in respect of such Non-Service Equipment.
- 9 **LIMITATION OF LIABILITY:**
- Bell does not guarantee uninterrupted or error-free operation of the Equipment or any other services provided under this Agreement. There are no conditions or warranties, express, implied, statutory or otherwise, and in particular without limitation, and to the extent permitted by applicable law, no warranty of merchantability or fitness for a particular purpose except as expressly set forth herein, and such stated warranty is in lieu of all other obligations or liability on the part of Bell.
 - In case of Equipment failure or destruction caused by Bell's negligence, Bell's liability shall be limited to the cost of repair or replacement of the applicable items of Equipment.
 - Except as provided in paragraphs (b) and (d), and subject to any additional limitation set out in Schedule B, Customer agrees that Bell's total liability to Customer for all claims and damages incurred by Customer due to Bell's negligence or breach of contract in respect of services offered pursuant to a particular Quotation (a Schedule A or an Additional Schedule) shall be limited to an amount equal to the lesser of: i) fifty (50%) percent of the price paid by the Customer for the services provided to Customer under that particular Quotation, and ii) an amount of \$100,000 (one hundred thousand dollars).
 - The Customer agrees that in no event shall Bell be liable for any business or economic loss, for any indirect, special, incidental or consequential damages in connection with or arising out of the provision or performance of the Equipment or service howsoever caused, even if Bell has been advised of the possibility thereof.
 - The Customer agrees that in no event shall Bell be liable for any damages, direct or indirect, in connection with or arising out of the Customer's non-compliance with the manufacturer's or Bell's directives regarding the Equipment and/or the service.
- 10 **INDEMNIFICATION:**
Subject to any provision to the contrary in this Agreement, Bell and the Customer will each indemnify and save harmless the other from and against all liabilities, claims, demands, costs and expenses, arising out of any personal injury, death or direct damage to tangible property of the other, to the sole extent that such injury, death or damage is directly caused by the negligence of the indemnifying party or that of its officers, employees or agents in performing its obligations hereunder.
- 11 **SAFETY:**
Each party agrees that it will comply with all applicable Federal, Provincial and Municipal legislation and regulations, including in particular Health and Safety legislation. Bell reserves the right to refuse to carry out any service under hazardous conditions as determined by Bell in its sole discretion. Bell will not be responsible in any way to the Customer for any such refusal.
- 12 **CONFIDENTIALITY:**
- All Confidential information (as defined below) exchanged or produced in connection with this Agreement is to be used solely for the purposes of this Agreement. Neither party shall disclose to any third party any Confidential information of the other party without the other party's prior written consent, unless pursuant to a legal obligation or judicial process. However, Bell may disclose the Customer's Confidential Information to third party contractors, provided that such contractors agree to protect the Customer's Confidential Information. "Confidential Information" includes any data, documentation or other information of a proprietary nature, whether or not identified as being confidential or proprietary, and whether disclosed or made available in connection with this Agreement or otherwise, but does not include any information in the public domain at the time of disclosure or any information known to the recipient without restriction on disclosure prior to disclosure hereunder. Where Bell is required by a third-party supplier to provide information regarding a Customer as a precondition of purchasing Equipment, Customer appoints Bell as its agent to provide such information to such third-party supplier on behalf of Customer in order to permit Bell to purchase such Equipment notwithstanding any confidentiality obligations contained in this Agreement.
 - Each party shall protect the other party's Confidential Information with such care as a reasonable party would take to protect its own confidential information.
- 13 **FORCE MAJEURE:**
Except with respect to the Customer's obligation to pay the charges identified in this Agreement where Bell is providing the services hereunder, if the performance of any of the obligations contemplated in this Agreement is interfered with, in whole or in part, by circumstances beyond the reasonable control of either party including, without limitation, Act of God, war, power failure, civil unrest or acts of public enemies, labour unrest such as strikes, slowdown and picketing, the party affected shall be excused from performance of its obligations to the extent such party's obligations relate to the performance so interfered with, provided that the party so affected shall use commercially reasonable efforts to remove such causes of non-performance.
- 14 **SUBCONTRACTING:**
Bell reserves the right at any time to subcontract any or all of the services contemplated herein to any third party without the Customer's consent, provided that any such subcontract shall not relieve Bell of its obligations hereunder.

(d)(8)(b)

- 15 **ASSIGNMENT:**
The Customer may assign this Agreement with the prior written consent of Bell, which consent may not be unreasonably withheld. Either party may assign this Agreement to any of its affiliates or subsidiaries without the other party's consent provided the other party receives prior written notice of such assignment. The Customer agrees that Bell may assign to a third party any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- 16 **RIGHT TO LEGAL ACTION:**
No legal action regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of the action has arisen.
- 17 **GOVERNING LAW:**
This Agreement shall be governed by the laws of the province in which the Agreement is executed by Bell.
- 18 **ENTIRE AGREEMENT:**
This Agreement, together with Schedule A – Quotation, Schedule B – Service Coverage Offerings and Schedule C – Site Service Coverage Details-Automatic Renewal Notice, attached hereto, constitutes the entire Agreement between the parties and supercedes all proposals, oral or written, all previous negotiations and all other communications between the parties with respect to the subject matter, including the terms and conditions of any purchase order issued or to be issued by the Customer or a third party lessor.
The parties agree that this Agreement is a Master Maintenance Service / Extended Warranty Agreement, consequently additional services may be purchased by the Customer under the same terms and conditions as contained herein, by the issuance and signature of additional Schedule(s) referring to this Agreement or through another form of order reasonably acceptable to Bell (collectively referred to as the "Additional Schedules") and any such additional service shall be governed by the terms and conditions of this Agreement as if those terms and conditions were recited at length in the Additional Schedules, until and unless otherwise specified by Bell in said Additional Schedules.
- 19 **LANGUAGE CLAUSE:**
The Parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

Agreed to by GOVERNMENTS-GOUVERNEMENTS

Agreed to by Bell Canada at the City of _____

Name of Authorized Representative

Name of Authorized Representative

Title

Title

Signature

Signature

Date

Date

618(b)

**SCHEDULE B
SERVICE COVERAGE OFFERINGS**

The following outlines the Service Coverage Offerings by Bell. Detailed particulars and the terms and conditions applicable to the maintenance service provided under each Offering are contained in the Master Maintenance Service/Extended Warranty Agreement executed between Bell and the Customer and are further set out below, as applicable.

A Major failure/Emergency shall be deemed to exist when one or more of the following conditions have occurred for the equipment type applicable to this Agreement. Any other problem shall be considered a Minor failure.

EMERGENCY SERVICE DEFINITIONS

EQUIPMENT TYPE	MAJOR FAILURE/EMERGENCY SYMPTOMS AND DEFINITIONS
Meridian 1 Option 11C/Mini/61C/81C/81C PISuccession CSE100DSX-200(ELA), SX-2000MN3300,MN3340	- Console out of service that prohibits the passing of calls - More than ten (10) Stations out of service - Major trunk group out of service, or - Central processor out of service
CISCO AVVID	- Console out of service that prohibits the passing of calls - More than ten (10) Stations out of service - Major trunk group out of service, or - Central processor out of service
Key Systems: MN3100, MN3050, NorstarBCM200, BCM400, BCM450, IP Office	- Common equipment inoperable - Attendant position inoperable preventing procession of calls 50% or more Incoming lines inoperable, or 50% or more stations inoperable
ACD-MAX,CCR,NAC, Meridian Link, Meridian IVR, Symposium Call Center Server	- The ACD-MAX processor is out of service - One or more agent queues or the Senior Supervisor set are out of service - The load management function is inoperable, or - The senior supervisor Screen locks up in a Single screen system
Companion	- Common equipment inoperable - Administration set inoperable, or - More than 20% of base stations inoperable
Link WTS	- Common equipment inoperable - More than 20% of base stations inoperable 50% or more sets inoperable
Valcom Paging	- Failure of main power supply, or - Failure of 50% of all speakers
Integrated Voice Messaging(IVMS), Octel, Norstar Voice Mail, Call Pilot, Mitel Mail, Nupoint MessagingStartalk, Prelude ACD, Cinphony ACD	- System has lost call processing capability and users - Caller unable to receive personal greeting or deposit message, or - Cannot access voice mailbox
Internetworking/Convergence	Complete loss of functionality or one or more internetworking devices (bridge/router) that prevents communication between two or more LANsegments/locations
Wireless Infrastructure (Symbol, Cisco, Nortel)	- Complete loss of functionality - More than 20% access points or ports inoperable
WLAN Voice Solutions (SpectraLink, Symbol)	- Common equipment inoperable 50% or more sets inoperable
Landscape	The local area network totally out of service
Symposium: ExpressWeb Response, Agent 2, TAPI,Symposium CallCentre Server(PVI option-software only)	Total software failure
Cabling(Stand Alone)Non-Certified ICE,Glacier IVR	- N/A - Hard disk failure - Receives Ring No-Answer or Ring Busy - Unable to make outbound calls
Candeco Power Solutions	- Loss of rectifier output voltage - System Manager communication malfunction - Output breaker failure
Avaya Modular Messaging Solutions; Contact Centre Solutions; IP/PBX Solutions	25% or more of the network ports or end points supported by the common control of the Communication manager, Interchange VPN, Data switching system, or Multivendor PBX are out of service; 25% or more of the special service network capabilities supported by any of the above noted solutions are out of service; 25% or greater impairment of system-wide traffic handling capabilities; 25% or greater impairment of the integrated adjunct application (i.e. Voice Messaging, CMS) 25% of end-users/agents or a complete sub-net/split is out of service; - The main attendant or call answer announcement resource is out of service

1-VOICE EQUIPMENT

For voice equipment, the Customer shall select one or more of the four (4), following Service Coverage Offering:

1) OFFERING #1: REGULAR MAINTENANCE

- ✦ 08:00 - 17:00 Hrs. Monday to Friday (excluding Bell or statutory holidays) means Regular Time. Other Time means any time other than Regular Time.
- ✦ Repair Parts and Labour are included
- ✦ Minor failure: In response to requests for Non-Emergency repair service, Bell will dispatch its personnel or conduct a remote diagnostic assessment during Regular Time (as defined above), within twenty-four (24) hours of the request, except when the request is made on the day before a Bell or statutory holiday or weekend; the work will then commence on Bell's next business day.
- ✦ Major failure/Emergency: Bell warrants that it will dispatch personnel to the Service Address or conduct a remote diagnostic assessment to correct an Emergency Condition (as defined above) within two (2) hours during Regular Time. In the event of a major power failure, repair response will occur within two (2) hours following the restoration of commercial power. Where the Customer initiates an Emergency repair service call and no Emergency condition is found to exist, Bell will assess hourly charges at its then applicable rates and charges.

2) OFFERING #2: FULL MAINTENANCE

- ✦ 24 Hrs/7 days a week means Regular Time
- ✦ Includes Holidays
- ✦ Repair Parts and Labour are included
- ✦ Minor failure: In response to requests for Non-Emergency repair service, Bell will dispatch its personnel or conduct a remote diagnostic assessment during Regular Time (as defined above), within twenty-four (24) hours of the request, except when the request is made on the day before a Bell or statutory holiday or weekend; the work will then commence on Bell's next business day.
- ✦ Major failure/Emergency: Bell warrants that it will dispatch personnel to the Service Address or conduct a remote diagnostic assessment to correct an Emergency Condition (as defined above) within two (2) hours during Regular Time. In the event of a major power failure, repair response will occur within two (2) hours following the restoration of commercial power. Where the Customer initiates an Emergency repair service call and no Emergency condition is found to exist, Bell will assess hourly charges at its then applicable rates and charges.

3) OFFERING #3: PARTS AND LABOUR MAINTENANCE

- ✦ 08:00 - 17:00 Hrs. Monday to Friday (excluding Bell or statutory holidays) means Regular Time. Other Time means any time other than Regular Time.
- ✦ All Parts and Labour are chargeable
- ✦ Emergency Service is not available
- ✦ Parts and Labour Service details: The Parts and Labour offering provides maintenance service to the Customer on a chargeable basis for both replacement parts and labour.
- ✦ Bell will dispatch a technician during Regular Time for each repair call placed by the Customer. An administration charge shall apply to each service call to the Service Address in addition to the then applicable hourly charges and other charges for replacement parts. However, only one administration charge shall apply where multiple attendances are required to complete a repair call. The Customer shall be subject to the administration charge for cancellation of a request for repair service between the time Bell personnel is dispatched to and arrives at the Service Address.
- ✦ When the Customer requests scheduled maintenance required by the manufacturer's specification for the Equipment, an administration charge apply to each service call, plus applicable hourly charges and other charges for replacement parts.
- ✦ For work done entirely during Other Time, a minimum charge applies which is the equivalent of four (4) hours of Other Time. Any work requested and performed to which Other Time hourly charges apply shall be authorized in advance by the Customer. Bell's obligation to provide any such service during Other Time is subject to the availability of Bell personnel.
- ✦ Hourly charges apply to the time spent by Bell personnel performing actual work on the Customer's Equipment and shall also apply to the time required for the technician to travel to and from the Customer's Service Address(es).

4) OFFERING #4: DEDICATED TECHNICIAN ON SITE

- ✦ The inclusion of a vehicle is at Bell's option, and must be negotiated with local management.
- ✦ "Regular Time" means Monday to Friday (excluding Bell or statutory holidays) between the hours 8:00 until 17:00. Other time means any time other than Regular Time. Actual hours on-site will be agreed upon between Bell Canada and the Customer.
- ✦ Bell provides at the Service Address, a dedicated technician (the "Technician") for 7.5 hours/day available during Regular Time. The Technician is an employee of Bell and shall perform all services at the direction of Bell as may be required periodically.
- ✦ The dedicated technician on site ("DTOS") service includes labour only, all parts are chargeable. The DTOS performs moves, additions and changes (MAC) to the Equipment as his primary function.
- ✦ The dedicated technician on site plus ("DTOS PLUS") service includes labour only, all parts not covered under existing maintenance contracts are chargeable. The DTOS PLUS performs Major and Minor failures repair work as his primary function.
- ✦ Under Bell's direction and on the Customer's behalf, the DTOS PLUS may perform work during Regular Time such as moves, rearrangements or installation of additional equipment as the Customer may require, provided the Technician is not otherwise engaged in repair services called for by this Agreement. It must be understood, however, that Bell Canada remains under no obligation to assign additional resources to complete repair activities in this case.
- ✦ Bell reserves the right to temporarily or permanently replace the Technician. Bell shall, when practicable, provide prior notice to the Customer of any such replacement.
- ✦ All routine, administrative, MAC and Emergency services will be provided during Regular Time.
- ✦ For either DTOS or DTOS PLUS, where the Customer initiates an Emergency service call and no Emergency exists, Bell will assess hourly charges based upon Bell's then applicable rates and charges.

5) OFFERING #5: PROACTIVE PATCHING

- ✦ Proactive Patching service delivers a software deficiency analysis, report and remote and/or on site patch implementation for supported platforms at regularly scheduled intervals as indicated by the detailed matrix below
- ✦ Proactive Patching can be purchased for any supported switch or application is available to customers with a "Regular" or "Full" maintenance plan
- ✦ It is the Customer's responsibility to maintain a supported version of the software (i.e. software that is not discontinued or end of life by the software manufacturer) throughout the entire term of the maintenance period in order to receive the Proactive Patching service. Should the customer's version of the software no longer be supported at any point during the maintenance period, Customer will not receive the Proactive Patching service, nor will Bell provide any refunds or credits for customer's non-compliance with this policy
- ✦ Proactive Patching includes all labour and administration associated with the program
- ✦ All service offerings have defined Service Level Objectives (SLO) and Service Level Agreements (SLA) targets. These can be found in the detailed matrix below
- ✦ "Priority" Patch Program guarantees service delivery within predefined time frames, offers EMG (Emergency) patches on an "as needed" basis and has financial penalties for non-conformance. If the Customer experiences a service affecting outage and the resolution of that outage is to apply a readily available patch, Bell Canada will offer a rebate equal to 20% of the Customer's subsequent EWP contract for that site up to a maximum of \$2500 for each occurrence. A maximum of two (2) rebates can be applied to the customer's subsequent EWP contract. This SLA is considered null and void if Customer impedes, in any way, Bell's ability to apply the patch in the prescribed timeframes outlined below.

To be eligible for the Proactive Patching Service, customers must have the following:

- ✦ Valid EWP contract (does not need to be 7x24)
- ✦ Service Director Assigned
- ✦ Help Desk
- ✦ Switch Connectivity

SUPPORTED SWITCHES AND APPLICATIONS

NORTEL SWITCH:

- ✦ CSE-1000 (all variants)
- ✦ Software load must be at current or sustained level as per Nortel Product Life Cycle documentation

CONVERGED IP PRODUCTS:

- ✦ Signalling Servers, Media Cards
- ✦ Software load must be at current or sustained level as per Nortel Product Life Cycle documentation

NORTEL APPLICATIONS:

Messaging:

- ✦ Call Pilot (excluding CP Mini)
- ✦ Applicable Microsoft hot-fixes, service packs and updates for the operating system
- ✦ Software load must be at current or sustained level as per Nortel Product Life Cycle documentation

Contact Center:

- ✦ Symposium, Contact Center Suite, Web Client
- ✦ Applicable Microsoft hot-fixes, service packs and updates for the operating system
- ✦ Software load must be at current or sustained level as per Nortel Product Life Cycle documentation

(d8)(b)

DEP = Dependency Enhancement Patch, consolidated patches for the core (Nortel)
 PEP = Proactive Enhancement Patch, consolidated patches for the applications (Nortel)
 Consult Proactive Patching Offering table for SLO and SLAs

Offer	Frequency	Analysis Performed	Audit Report Delivered	Exceptions (for Audit Report)	Patch Installation	Rescheduling Fees
1X Bronze	Once per 12 month period	DEP/PEP ♦ SLO: Within 30 days of initial service purchase or 30 days of a EWP contract renewal	5 business days after analysis	SLO: When DEP/PEP patches are to be released within 10 business days of proposed analysis date	SLO: 15 business days after audit report delivery receipt and Customer confirmation	A Customer may cancel or reschedule patch installations. However, any changes within 5 business days or less are chargeable. Rescheduling fees are as follows: ♦ 2 hour x \$100/hr = \$200 (for Regular Time rescheduling) ♦ 4 hours x \$150/hr = \$600 (for Other Time rescheduling)
2X Silver	Twice per 12 month period	DEP/PEP ♦ SLO: Within 30 days of service start or 30 days of an EWP contract renewal ♦ SLO: Within 240 days of service start				
4X Gold	Quarterly	DEP/PEP ♦ SLO: Every 3 months (every 90 days)				
P Priority	Quarterly/As needed (EMG)	DEP/PEP: ♦ SLA: Within 5 business days of service start or 5 business days of contract renewal ♦ SLA: Remaining patches will line up with Nortel DEP/PEP release, (Within 5 business) EMG: ♦ SLA: As released, within 2 business days of release ♦ maximum of 12 per contract year	SLA: 1 business day after analysis	SLA: None, audit report is aligned with actual DEP/PEP release	SLA: 8 business days after audit report delivery receipt and Customer confirmation. If customer delays patch installation beyond 8 business days, SLA penalty is no longer valid	

6(8)(b)

2-INTERNETWORKING / CONVERGENCE EQUIPMENT

For the Internetworking/Convergence Equipment, the Customer will select one of the following six (6) Service Coverage Offerings. The expression "7X24" shall mean seven (7) days per week and twenty-four (24) hours per day. The term "Business Hours" shall mean 8:00 A.M. to 6:00 P.M. Monday to Friday, excluding Bell or statutory holidays. The term "Regular Time" shall be the time period applicable to the Service Coverage Offering chosen by the Customer.

	OFFERING #1	OFFERING #2	OFFERING #3	OFFERING #4	OFFERING #5	OFFERING #6
Service	Guaranteed Repair	Guaranteed Repair	Active Support	Active Support	Basic Access	IDTOS
Coverage Period (Regular Time)	7X24	Business Hours	7X24	Business Hours	Business Hours	7.5 hours between 08:00 and 17:00
MTTR (Distance calculated from the nearest maintenance depot)	100 km: within 4hrs 200 km: within 6hrs Over 200 km: within 8hrs	100 km: within 4hrs 200 km: within 6hrs Over 200 km: within 8hrs	NO	NO	NO	When applied to Offering 1 or 2
Single Number Access	YES	YES	YES	YES	YES	YES
Parts and Labour	YES	YES	YES	YES	Parts (software parts replacement does not apply)	When applied to Offering 1,2,3, or 4
Help Desk 7 X 24	YES	YES	YES	YES	NO	YES
Technical Escalation	YES	YES	YES	YES	YES	YES
Software Updates	YES	YES	YES	YES	YES	YES
Remote Diagnostics	YES	YES	YES	YES	YES	YES
Maintenance Kit Spares	YES	YES	YES	YES	NO	When applied to Offering 1,2,3, or 4
Emergency Response	YES	YES	YES	YES	NO	When applied to Offering 1,2,3, or 4
Contract Period	1,2,3 YEAR	1,2,3 YEAR	1,2,3 YEAR	1,2,3 YEAR	1 YEAR	1,2,3 YEAR
Telephone Support	YES	YES	YES	YES	YES	YES
Access to Expert Information	YES	YES	YES	YES	NO	YES
Certified Vendor Access	YES	YES	YES	YES	YES	YES
Return to depot	NO	NO	NO	NO	YES	NO

THE FOLLOWING CONDITIONS APPLY TO "GUARANTEED REPAIR" (OFFERINGS #1 and 2)

- Mean time to restore ("MTTR") is defined to be the time elapsed from the moment a Major or Emergency failure of a device is clearly communicated to Bell, until such device is restored to its original functionality.
- Bell agrees, in any quarter, to comply with the MTTR, as stated above, in 80% of the reported devices failures in such quarter. In any quarter, when the MTTR performance falls below 80%, Bell shall credit to the Customer for that quarter 20% of the charges applicable to such particular devices (to a maximum of \$5000.00 per year) for which Bell did not comply with the MTTR.
- Bell service and support parameters are based on the assumptions that Bell's technicians are able to remotely access trouble devices. Every critical device in a Customer network should have at least two network paths. Where there is only one WAN facility associated with a device (i.e. tail circuit), the Customer should make available a regular telephone circuit attached to a modem to allow remote access to the device in the event the WAN fails. Customer's network configuration should include at least two secure remote dial in access points on the back-bone for the purpose of enabling remote device and network trouble shooting. Bell technicians will dial into remote console port and access the troubled device through the Customer's network. MTTR commitment, rates and response time objectives are based on the assumption of the presence of the diagnostic access paths and on timely access to a site when required. If Customer insists on manually enabling a dial up connection to the network only when an out of service exists, any delay occurring will be subtracted from the MTTR calculation for that incident.

THE FOLLOWING CONDITIONS APPLY TO "GUARANTEED REPAIR", "ACTIVE SUPPORT" AND "IDTOS" (OFFERINGS #1, 2, 3, 4 AND 6):

- Minor failure: In response to request for Non-Emergency repair service, Bell will dispatch personnel or conduct a remote diagnostic assessment during Regular Time as defined above, within twenty-four (24) hours of the request, except when the request is made on the day before a Bell or statutory holiday or weekend; the work will then commence on Bell's next business day.
- Major failure/Emergency: Bell warrants that it will dispatch personnel to the Service Address or conduct a remote diagnostic assessment to correct an Emergency Condition within two (2) hours during Regular Time as defined above. In the event of a major power failure, repair response will occur within two (2) hours following the restoration of commercial power.
 - Where the Customer initiates an Emergency repair service call and no Emergency condition is found to exist, Bell will assess hourly charges at its then applicable rates and charges.
 - The Dedicated Technician on Site (IDTOS) service requires an internetworking EWP offering. The IDTOS performs Major and Minor failure repair work as a primary function. Under Bell's direction and on the Customer's behalf, all routine, administrative, MAC (Move, Add, Change) and Emergency services will be provided during Regular Time, provided that the Technician is not otherwise engaged in maintenance repair services under the Maintenance Agreement. Installation work performed includes labour only, all parts are chargeable. Bell reserves the right to replace the technician at any time and where possible, shall provide prior notice to the Customer of such replacement.

THE FOLLOWING CONDITIONS APPLY TO "BASIC ACCESS" (OFFERING #5):

- Bell will, at its expenses, ship to the Customer, temporary replacement parts when required by Customer. When Basic Access is specifically purchased on software, software replacement service does not apply.
- If the Customer calls before 3 p.m. E.S.T., Bell will arrange for delivery of a temporary replacement part to the Customer on the following business day (Monday to Friday, excluding Bell or statutory holidays). If the call is received after 3 p.m. E.S.T., delivery of the replacement part will take place within 48 Business Hours.
- Once the defective part is repaired, Bell will return it to the Customer and the Customer shall at its expense return the temporary replacement part to Bell's designated depot within ten (10) days of receipt of the repaired part.
- Should Bell determine that the defective part can not be repaired, or should the Customer not return the temporary replacement part within the delay indicated above, the Customer will buy from Bell the replacement part at its current selling price.

Miron, S.

From: Dave Smith [david.smith2@bell.ca]
Sent: Thursday, January 13, 2011 3:54 PM
To: Miron, S.
Cc: david.smith2@bell.ca
Subject: Bell Canada: All required Contract documentation attached, Solution Id: 224512, Solution/Project Name: Soo Police Services - 911 equipment replacements

Attachments: MasterEquipmentSaleOfAgreement.pdf; MasterMaintenanceAgreement.pdf; QuotationProposal214550.pdf



MasterEquipmentSaMasterMaintenanceQuotationProposal2
 leOfAgreement... Agreement.pdf... 14550.pdf (2...

These are profession services estimates on a proposed integration of an existing 911 PSAP with a new IP enabled Avaya BCM450 with multimedia call center and CDR recording. Voice / IP integration involves 3 agent positions, integration with an IP enabled voice recording "COMLOG NP72" multi channel recorder and 16 incoming analog 911 trunks. This is a primary PSAP site with ANI / ALI translations currently on a Norstar Modular system with serial CDR port to serial printer. These costs are estimates for budgetary approvals only and must be processed through all internal Bell implementation verifications before signatory documentation may be provided for contracts to be generated and implementation process initiated.

UT+:
 Solution Id: 224512
 Solution/Project Name: Soo Police Services - 911 equipment replacements Customer Head
 Office Name:
 Solution ID: 224512

Dear Customer,

Thank you for considering Bell Canada as a partner for your telecommunication needs. Bell Canada offers you the latest technology solutions combined with a suite of professional services at competitive rates.

The enclosed documents confirm the solution that will meet your business needs.

Should you have any question or require further information, please feel free to contact me directly.

Sincerely,

Rep Information:
 Name: DAVE SMITH
 Phone Number: 7057599614
 Toll Free Number:
 Fax Number:
 Fax Toll Free:
 Email: david.smith2@bell.ca

Sender Information:
 Name: Dave Smith
 Phone Number: 7057599614
 Toll Free Number:

6(8)(b)

Bell Canada
690 SECOND LINE E. MAIN
SAULT STE MARIE
P6B 4K3



Quote Number PS16058
Customer Name GOVERNMENTS-GOUVERNEMENTS
Attention Steve Miron
Site Address 580 SECOND LINE E
SAULT STE MARIE, P6B 4K1
Telephone 705-949-6300

Dave Smith
Telephone: 705-759-9614
Fax:
Email: david.smith2@bell.ca

Date 13/01/2011

PROPOSAL ONLY

Description	Price
Training SAM/SAR	\$1,520.00
VoIP Readiness Assessment	\$3,520.00
Call Accounting (CDR)&Directory	\$760.00
Call Centre Reports	\$570.00
CTI/IVR Consulting	\$1,760.00

Total Services \$8,130.00
Taxes not Included

PROPOSAL ONLY

Thank you for your request to Bell Canada.
If you have any questions concerning this quote, please direct them to
Dave Smith 705-759-9614, david.smith2@bell.ca

Accepted for Bell Canada By	Accepted for Customer By
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____ (mm/dd/yyyy)	Date: _____ (mm/dd/yyyy)

Miron, S.

From: david.smith2@bell.ca
Sent: Thursday, January 13, 2011 3:14 PM
To: Miron, S.
Subject: FW: Professional Services Quote Number:PS16058

Attachments: PS16058_Services_Jan132011.xls; Smith, David (6031624).vcf



PS16058_Services_Smith, David
 Jan132011.xls... (6031624).vcf (71...

Professional Services Estimate for System Proposal

These are profession services estimates on a proposed integration of an existing 911 PSAP with a new IP enabled Avaya BCM450 with multimedia call center and CDR recording. Voice / IP integration involves 3 agent positions, integration with an IP enabled voice recording "COMLOG NP72" multi channel recorder and 16 incoming analog 911 trunks. This is a primary PSAP site with ANI / ALI translations currently on a Norstar Modular system with serial CDR port to serial printer. These costs are estimates for budgetary approvals only and must be processed through all internal Bell implementation verifications before signatory documentation may be provided for contracts to be generated and implementation process initiated.

D.M. (Smitty) Smith

Business Solutions Mgr.
 Bell Aliant Inc.
 705-759-9614
 david.smith2@bell.ca

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

From: Smith, David (6031624)
Sent: January 13, 2011 3:11 PM
To: Smith, David (6031624)
Cc: Smith, David (6031624)
Subject: Professional Services Quote Number:PS16058

Quote Number: PS16058
 Quote Name:

Customer Details: GOVERNMENTS-GOUVERNEMENTS, 580 SECOND LINE E, SAULT STE MARIE, P6B 4K1, ON, CA

Rep Information:
 Name: Smith Dave
 Phone Number: 7057599614
 Toll Free Number:
 Fax Number:
 Fax Toll Free:
 Email: david.smith2@bell.ca

Sender Information:
 Name: Smith Dave

January 31, 2011

Greg Punch, President and Chair
And SSMEDC Board of Directors

Re: EDF Request - Alternative Energy Retailer Pre-Feasibility Study

Background:

On January 24, 2011, the following resolution was considered by City Council:

Moved by: Councillor S. Butland

Seconded by: Councillor P. Mick

Whereas Sault Ste. Marie has achieved credibility in its declaration of being the 'Alternative Energy Capital of North America' as a result of its potential to power a city of 500,000 inhabitants; and

Whereas while the declaration itself has merit and advantages:

Investigation of value-added initiatives must be pursued; and

Whereas the purchase of 'green energy' from private electrical retailers has attracted both residential and corporate bodies (e.g. Walmart, Bank of Montreal, Ontario Lottery and Gaming); and

Whereas no location in North America possess the concentration of these 'green energy' sources as does Sault Ste. Marie and can legitimately claim to actually be providing green energy to consumers; and

Whereas the sale and/or trading of Renewable Energy Certificates in the U.S.A. have become the currency of green energy value in the millions of dollars;

Therefore Be It Resolved that Council endorse a pre-feasibility (fact finding) study to further investigate the possibility of Sault Ste. Marie becoming an 'alternative energy' retailer with the goal of utilizing potential profits to further our proclamation as the Alternative Energy Capital of North America.

It was resolved that this matter be deferred to a future meeting of Council.

EDF Request:

The attached EDF application from Business Sault Ste. Marie on behalf of Councilor Steve Butland (with supporting documentation) is requesting \$5,000 from the EDF toward a pre-feasibility study to further investigate the possibility of Sault Ste. Marie becoming an alternative energy retailer.

Supporting documentation accompanying this EDF application includes information regarding the following:

- Green Your Phone;
- E.P.A.'s Green Power Partnership – Renewable Energy Certificates;
- Bullfrog Power – One of Canada's leading retailer's of green energy;
- Emerging Markets for Renewable Energy Certificates – Opportunities and Challenges; and
- CDC Local Initiatives Fund

It is significant to note that initial discussions with the CDC indicate that there is a good possibility to access \$5,000 from the CDC Local Initiatives Fund toward this pre-feasibility study.

EDF Eligibility:

The EDF has provided funding on various occasions in the past to consider concepts that may lead to positive economic development in Sault Ste. Marie. It is clear that in this case that the assistance being requested for this pre-feasibility study has the potential to generate significant additional benefits over and above the \$5,000 being requested in EDF funding and also is consistent with the community's ongoing efforts in the Alternative Energy sector.

Recommendation:

Therefore, it is the Acting CEO's recommendation for the SSMEDC Board's consideration that:

The SSMEDC Board recommends that City Council approve \$5,000 from the EDF to support a pre-feasibility study to further investigate the possibility of Sault Ste. Marie becoming an alternative energy retailer to be used in conjunction with \$5,000 from the CDC for this purpose.

Respectfully submitted,



Dave Murphy
Acting CEO, SSMEDC

6(8)(c)



CITY COUNCIL RESOLUTION

Date: January 24, 2011

Agenda Item

7(b)

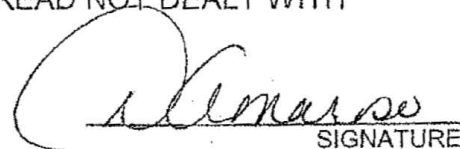
MOVED BY
SECONDED BY

Councillor
Councillor

S. Myers
M. Bruni

Resolved that agenda item 7.(b) be deferred to a future meeting of Council.

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


SIGNATURE

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

7. b) Mover: Councillor S. Butland

Seconded: Councillor P. Mick

Whereas Sault Ste. Marie has achieved credibility in its declaration of being the 'Alternative Energy Capital of North America' as a result of its potential to power a city of 500,000 inhabitants; and

Whereas while the declaration unto itself has merit and advantages; investigation of value-added initiatives must be pursued; and

Whereas the purchase of 'green energy' from private electrical retailers has attracted both residential and corporate bodies (e.g. Walmart, Bank of Montreal, Ontario Lottery and Gaming); and

Whereas no location in North America possess the concentration of these 'green energy' sources as does Sault Ste. Marie and can legitimately claim to actually be providing green energy to consumers; and

Whereas the sale and/or trading of Renewable Energy Certificates in the U.S.A. have become the currency of green energy valued in the millions of dollars;

Therefore Be It Resolved that Council endorse a pre-feasibility (fact-finding) study to further investigate the possibility of Sault Ste. Marie becoming an 'alternative energy' retailer with the goal of utilizing potential profits to further our proclamation as the Alternative Energy Capital of North America.

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

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

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

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

AGREEMENTS

- a) 2011-18 A by-law to authorize an agreement between the City and Urban Marketing Collaborative in order to do a feasibility study of downtown farmers' market.

COMMUNITY SERVICES DEPARTMENT

- b) 2011-19 A by-law to amend by-law 2010-149.

January 24, 2011

Mayor Debbie Amaroso and
Members of Council

I have a resolution on tonight's agenda regarding a request for funding of a pre-feasibility study to investigate the possibility of Sault Ste. Marie becoming an alternative energy retailer.

I have spoken to corporate principals of Ontario Lottery and Gaming, Bank of Montreal and Walmart and each has indicated varying rationale for the purchase of 'green energy'. I have attached for your information excerpts from the following relevant documents:

1. Green Your Phone – Best Buy USA
2. E.P.A.'s Green Power Partnership – Renewable Energy Certificates
3. Bullfrog Power – Canada's most notable retailer of green energy
4. Emerging Markets for Renewable Energy Certificates – Opportunities and Challenges
5. CDC Local Initiatives Fund

I have met with Al Wright of the Community Development Corporation, Joe Melisek of BDO, Electrical Engineer Robert Reid as well as Lou Derrer of Bio-Carbon Systems International and all felt the concept worthy of further investigation.

I do not have the expertise to further pursue in determining the feasibility of adopting a local model of marketing 'green energy' based on Canadian and American experiences.

The study could be done for \$10,000 and I am fairly confident that the CDC will provide \$5,000 towards the study from its Local Initiatives Fund. I would hope that the remainder would come from the Economic Diversification Fund and to that end I have spoken to Greg Punch, Chair and Dave Murphy, Acting Executive Director, Economic Development Corporation.

I solicit your support.

Respectfully submitted,

Stephen Butland
Councillor – Ward One

6(8)(c)

Sault Star

Thursday, January 27, 2011

■ ELECTRICITY

Can Sault be a green energy retailer? — Butland

ELAINE DELLA-MATTIA
The Sault Star

Since Sault Ste. Marie is already the Alternative Energy Capital of North America, why can't it also become a green energy retailer?

That's one of the questions Steve Butland wants answered through a fact-finding study.

But the Ward 1 councillor needs city council to get on board with an idea that would have U.S. companies making major money, while others would be able to brand themselves as "green, powered companies."

Butland first heard various companies, organizations and casinos calling themselves "fully green powered" and couldn't figure out how they could brand themselves that way since all energy is filtered into the grid and then redistributed.

He found a Canadian company, Bullfrog Power, an independent electrical retailer, selling power at about three cents per kilowatt hour more than PUC rates, which sells energy to residential and large corporate bodies.

The company puts its profits into green energy facilities and says it's selling green energy.

On its website, Bullfrog advertises that its "green electricity comes exclusively from wind and low-impact hydro facilities that meet or exceed Environment Canada's EcoLogoM standard for renewable electricity. Bullfrog is committed to increasing the amount of green power on our regional electricity grid systems in Canada by helping to develop new renewable generation facilities."

"There are only a handful of these retailers in Canada, but many, many more in the United States," Butland said in a recent interview.

Large corporations, such as the Bank of Montreal, OLG, Walmart and others, have bought into the concept.

"Companies and organizations can purchase these green energy certificates to 'offset' the use of fossil fuel," Butland said.

Since Sault Ste. Marie has a great concentration of green energy sources and can legitimately claim to provide green energy to consumers, it should explore its options to determine whether it can set up a company as a private electricity retailer, Butland said.

A study would determine if a municipality can set up such a company or whether it ultimately competes with the PUC, which it owns.

The study will also examine any benefits, drawbacks or possibilities to establish a public/private-sector partnership.

A private electricity retailer would have to be licensed by the Ontario Power Authority and garner its permission, Butland said.

He hopes the Economic Development Corp. will approve an application to obtain \$5,000 from council's economic diversification fund and a further \$5,000 from the Community Development Corp. fund.

Butland hopes the study leads to a preliminary recommendation as to whether the city should explore selling green energy certificates and use the profits to establish a separate reserve fund to encourage more green energy projects here.

**BEST
BUY**

mobile

live in harmony with nature. We need to find solutions to live sustainably and enjoy our modern lifestyle.

It's why Best Buy has teamed with Renewable Choice Energy to offer the GREEN YOUR PHONE program. This program provides consumers with a simple and effective way to address the impact that mobile phones have on the environment.

For more information on how Best Buy is supporting renewable energy, visit www.bestbuy.com/green.



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ENERGY

GREEN YOUR PHONE: Another innovative product from Renewable Choice. Find out how easy it is for your home or business to choose renewable solutions, call 877.810.8670 or visit www.renewablechoice.com.

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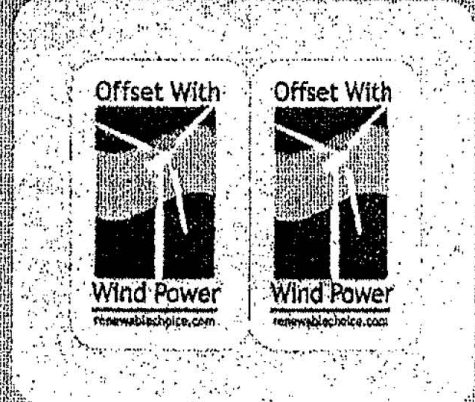
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Thank you for choosing to

GREEN YOUR PHONE

Each sticker represents an offset of the estimated conventional electricity consumed during the manufacturing and use of a typical mobile phone for two years.

One
for
you



One
for
a
friend

WHY YOUR PURCHASE MATTERS: Most electricity comes from burning coal or natural gas which causes air pollution and contributes to climate change. Wind power is clean and renewable, reducing our dependence on fossil fuels. Since it is physically impossible to deliver electricity from a wind farm directly to your mobile phone, certified renewable energy credits make purchasing wind power possible. To GREEN YOUR PHONE, you have purchased 500 kilowatt-hours of wind energy credits to offset two mobile phones for two years, which represents the additional cost and value of wind power. Your purchase helps support wind energy development in the United States.

INSTRUCTIONS: Place sticker on visible portion of mobile phone. Sticker does not affect charging, functioning, or cost of your mobile phone or its service. Phone not included. This product does not replace or reduce your conventional electric bill.



GREEN YOUR PHONE



7 99366 61685 1 6

BEST BUY

mobile

\$10

500 kWh

GREEN YOUR PHONE

HOW YOUR PURCHASE WORKS:

- The electricity needed to manufacture and use two typical mobile phones for two years is 500 kilowatt hours (kWh).
- Renewable energy credits were purchased and farms equal to that amount of electricity.
- This ensures that the amount of electricity you use is added to the power grid from wind farms and you've balanced the negative environmental impact of two mobile phones.

YOUR PHONE by displaying the enclosed sticker on your phone and giving the other one to a friend to do the same.

MOBILE PHONE OFFSET

Burning fossil fuels to create electricity causes air pollution and climate change. To GREEN YOUR PHONE, use wind power to offset the electricity needed to create and use two phones, yours and a friend's. It works for any mobile phone.

TWO 2-YEAR MOBILE PHONE OFFSET

Two offset stickers included!

Content Label

As a qualified product, for every unit of renewable electricity generated, an equivalent amount of electricity is produced. The purchase of renewable electricity supports renewable electricity to not help offset conventional electricity generated in the region where the generator is located. The purchase of renewable electricity will not result in a separate electricity bill from your utility. This product offsets up to 500 kWh of electricity usage. The product is sold in any or all of the following states: California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

Renewable Resources in American Wind™	Generation Location
Wind 100%	Northeast

Mobile generation that first started operating after January 1, 1991 or is regularly scheduled. The average net of energy from the following U.S. facilities: Coal (50%), Nuclear (25%), Large Hydropower (10%), Oil (10%), and Biomass (5%), plus from US EPA.

For more information about this product, contact Renewable Carbon Energy at 477-416-6670 or on the web at www.renewablecarbon.com.

The Green Program certifies that American Wind™ meets the minimum environmental and social standards established by the non-profit Green for Renewable Solutions. For more information on Green's certification requirements, call 1-800-438-RENEW or log on to www.green-energy.org.

These renewable energy credits are independently audited and certified.

To find out more about Best Buy's sustainability efforts, visit www.bestbuy.com/green or ask a team member for more details.

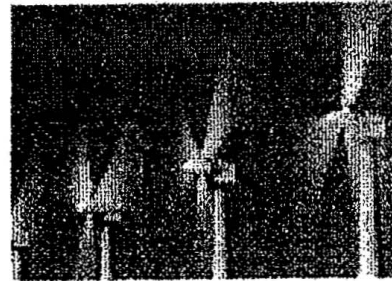
Clean technology product from:



AMERICAN WIND

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7/6/08



EPA's Green Power Partnership

Renewable Energy Certificates



U.S. Environmental Protection Agency
1200 Pennsylvania Ave, NW (Mail Code 6202J)
Washington, DC 20460
www.epa.gov/greenpower



Last updated: July 2008

Many people and organizations are willing to pay for electricity that is produced on their behalf using cleaner, renewable sources of generation. These buyers often find renewable electricity attractive for its environmental and greenhouse gas reduction benefits when compared to conventional fossil fuel-based electricity generation.

Both individual and organizational buyers have several green power product options available. These include buying renewable energy certificates (RECs) by themselves, buying RECs along with physical electricity from their utility service provider, or developing onsite renewable projects that produce both electricity and RECs together. RECs in particular have become an important choice for buyers of green power nationwide and serve as the "currency" for renewable energy markets.

This document provides a review of RECs: what they are, how they work, and why they are an important option for individual and organizational buyers in renewable electricity and green power markets.



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EPA's Green Power Partnership Renewable Energy Certificates



What Are RECs?

RECs represent the environmental and other non-power attributes of renewable electricity generation and are a component of all renewable electricity products. RECs are measured in single megawatt-hour increments and are created at the point of electric generation. Buyers can select RECs based on the generation resource (e.g., wind, solar, geothermal), when the generation occurred, as well as the location of the renewable generator.

RECs provide key information about the generation of renewable electricity delivered to the utility grid. Since RECs represent only the environmental or non-power attributes of renewable electricity generation, they are not subject to electricity delivery constraints. The information conveyed by a REC allows buyers to make specific environmental claims about how their electricity is produced. RECs usually include the following primary attributes and information:

- The type of renewable resource producing the electricity
- The vintage of the REC (i.e., the date when it was created)
- The vintage of the renewable generator, or the date when the generator was built
- The renewable generator's location
- The RECs eligibility for certification or renewable portfolio compliance
- The renewable generation's associated greenhouse gas emissions (if any)

P RECs are increasingly seen as the "currency" of renewable electricity and green power markets. They can be bought and sold between multiple parties, and they allow their owners to claim that renewable electricity was produced to meet the electricity demand they create.

A REC represents and conveys the environmental and other non-power attributes of one megawatt-hour of renewable electricity generation.

Increasingly, federal, state and local governments are also using RECs as a credible means to meet environmental goals for renewable energy generation. For example, most states allow utilities to use RECs to meet mandated state renewable portfolio standards. State renewable portfolio standards require that a percentage of a utility's electricity generation comes from renewable resources. Increasingly, individuals and organizations are also buying RECs to satisfy a number of other environmental and non-environmental goals:

- Avoid the carbon dioxide (CO₂) emissions associated with conventional electricity use
- Reduce some types of air pollution
- Hedge against future electricity price increases for onsite and some utility products
- Serve as a brand differentiator
- Generate customer, investor, or stakeholder loyalty and employee pride
- Create positive publicity and enhance public image
- Demonstrate civic leadership

How Do RECs Work?

To understand how RECs work, it is helpful to understand how electricity is delivered across the utility grid, as well as what makes renewable electricity generation attractive to individuals and organizational buyers.

Within the United States, electricity demand is met by various types of generation technologies and fuel resources. These electricity generators feed electrons onto the utility grid for delivery to consumers through a complex network of wires and distribution infrastructure. Because the electrons produced from the different technologies and fuel resources are physically the same, it is impossible for individuals or organizations to know what type of generation technology or resource produced the electricity that reaches their particular facility.

EPA's Green Power Partnership: Renewable Energy Certificates

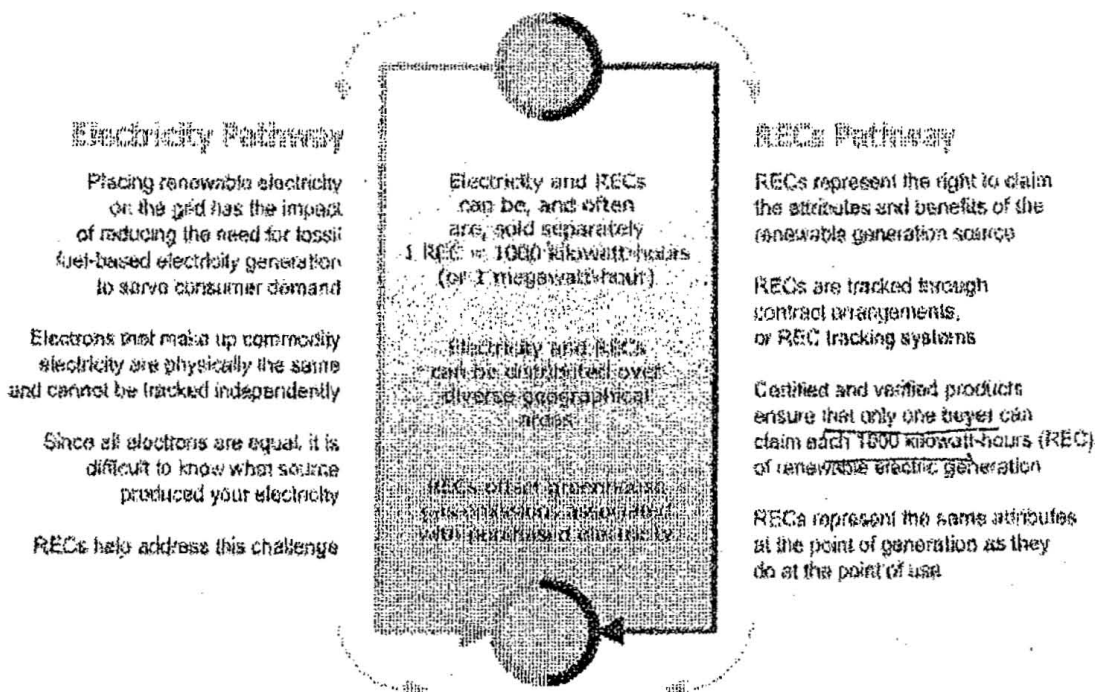
RECs help address the issue that the electricity or electrons a consumer receives from their utility does not identify how the electricity was generated. RECs were created to help convey the attributes of electricity generated from renewable resources to buyers. Analogous to the utility delivering the physical electricity through wires, RECs serve as the means to deliver the environmental and non-power attributes of renewable electricity generation to buyers – separate from the physical electricity. (See Figure 1.) All renewable electricity generation can be viewed as having two separate parts:

1. The commodity electricity or electrons
2. The environmental and other non-power attributes of generation represented by a REC

Because RECs are monitored and verified, individuals and organizational buyers can buy RECs and be confident that electricity generated on their behalf was done so with renewable energy resources.

Figure 1

Renewable Generation Source



EPA's Green Power Partnership: Renewable Energy Certificates

Why Are RECs an Important Option for Consumers?

Individuals and organizations may find that buying RECs separately from their electricity service is a useful way to tap into green power markets. More than half of U.S. electricity customers have an option to purchase some type of green power product from a retail electricity provider, but the rest do not have that choice. RECs provide buyers the option to select renewable resources to meet their electricity demand.

For example, in states that have restructured electricity markets, consumers can often buy green power products by switching electric service providers if their current provider does not offer a green power product. If consumers do not wish to switch electric service providers they also have the option to buy RECs separately from their existing electricity service. This approach allows buyers to avoid the environmental impacts of their electricity, since the REC represents a specific amount of avoided greenhouse gas emissions.

RECs can also be purchased in situations where a utility green power product is available, but this utility product does not have the desired environmental characteristics, resource base, or price. RECs provide more choices and more competitive prices because they are not constrained by where they are created or by transmission bottlenecks.

Who Owns a REC?

A REC can be bought and sold between buyers and sellers from its generation to its final point of application or use at a facility. Typically, regional tracking systems register RECs in order to keep track of how much renewable electricity was produced.¹ Tracking systems assign each REC a unique number, which matches the REC to its current owner. Alternatively, buyers can use third-party audits to confirm the contractual chain of ownership between multiple parties. REC contracts typically include a statement, or attestation, from the seller that the RECs have not been sold to, and cannot be claimed by, another party.

What Is the Difference between Renewable Electricity and Green Power?

Renewable electricity is produced from resources that do not deplete when their energy is harnessed, such as sunlight, wind, waves, water flow, biological processes such as anaerobic digestion (e.g., landfill gas), and geothermal energy. Renewable electricity resources are distinct from fossil and nuclear fuels, which are also used to generate electricity.

EPA defines green power as a subset of renewable electricity and represents those renewable resources and technologies that provide the highest environmental benefit. Green power is renewable electricity produced from solar, wind, geothermal, biogas, biomass, and low-impact small hydroelectric resources. Definitions for renewable energy can vary and may include resources that are acknowledged or perceived to have environmental impacts, such as land use and fisheries impacts of large hydro dams.

RECs are a credible and easy way to keep track of who can claim the environmental attributes of renewable electricity generation through electronic tracking systems. Because RECs are carefully counted, tracked and associated with an owner, no two buyers can legally claim the same environmental benefits of the renewable electricity generation.

Once a buyer makes an environmental claim based on a REC, the buyer can no longer sell the REC and the REC is considered permanently "retired." Buyers can also have their RECs retired in their name by their supplier to ensure that no other entity can lay claim to the same environmental benefits.

¹ Regional tracking systems have been put in place to monitor electricity generation across the United States. A REC is produced for every megawatt-hour of electricity generated from a renewable resource and is assigned a tracking number within the system. The tracking number stays with the REC and is transferred between buyers and sellers until a final owner makes a claim, at which time the REC is considered "retired" in the system.

EPA's Green Power Partnership: Renewable Energy Certificates

Consumers or organizations with onsite renewable electricity systems should be clear about who owns the RECs produced by the onsite system. If the onsite system owner wants to make an environmental claim about the use of renewable electricity from the onsite system, they should ensure that they have and retain ownership of the RECs produced by the onsite renewable electricity system. If the onsite system owner uses the system-produced electricity, but sells the RECs to another party, they are no longer using green power and cannot make a claim to be doing so.

Are There Standards for RECs?

There are a number of third-party organizations in the market that certify RECs. As a best practice, EPA recommends that buyers seek out certified products as a form of buyer protection. Certified RECs should meet national standards for resource content and environmental impact. Certification answers the question "Does this product meet accepted standards for quality?"

Who Sells RECs?

RECs and the attributes they represent are an ingredient of all green power products. REC providers—including utilities, REC marketers, and other third-party entities—may sell RECs alone or sell them bundled with electricity. As of 2007, more than 50 percent of utility customers have access to green power bundled products, whereas all customers have access to buying renewable energy certificates.

Buyers can identify green power suppliers using EPA's Green Power Locator tool: www.epa.gov/greenpower/pubs/gplocator.htm

Green Power Product Provider/Source	Geographic Availability	Renewable Energy Certificate	Physical Electricity
REC Marketers	Nationally Available	✓	
Utility Green Pricing Programs	Unrestructured Electricity Markets	✓	✓
Utility Green Marketing Programs	Restructured Electricity Markets	✓	✓
Onsite Renewable Electricity Systems	Any Grid-Connected Point of Use	✓	✓

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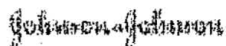
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Why Are Organizations Buying Green Power?



Differentiation and Competitiveness

Whole Foods Market, a leading grocery store chain, strives to "satisfy and delight" its customers through inviting store environments, wise environmental practices, and retail innovation. In part, Whole Foods is accomplishing this by implementing a store-level green power purchasing strategy that allows store managers to respond to local customer needs, stay competitive, and differentiate their retail environment from competitors.



Climate Change Commitment and Energy Stability

As part of its broader environmental strategy, Johnson & Johnson, a leading healthcare products manufacturer, has committed to reduce its carbon dioxide emissions 7 percent below 1990 levels by 2010. Johnson & Johnson believes that investing in green power is an excellent strategy to help the company achieve its corporate environmental leadership goals, as well as a good business decision because it provides the company with a reliable supply of energy that exhibits long-term price stability.



U.S. AIR FORCE

A Cost-Effective Energy Strategy

The U.S. Air Force's green power purchase is playing an important part in controlling its long-term energy costs. For example, Edwards Air Force Base in California purchases green power to cover approximately 80 percent of its power needs. The Base is utilizing long-term fixed-price green power contracts as a financial hedge against electricity market volatility and estimates its dollar savings over a five-year purchase period at almost \$42 million.



Local Impact and Community Leadership

The University of Pennsylvania understands the important role it plays within the local community and sees green power as an opportunity to demonstrate its environmental leadership. By purchasing green power, the University of Pennsylvania is able to effectively engage local stakeholders, protect the environment, and take a leadership position in supporting a sustainable future. In the same way, other organizations are also recognizing that green power purchasing is one of the easiest and most cost-effective options to make a measurable impact within their local communities.

The above organizations have earned EPA recognition by making a leading green power purchase. For a full list of Green Power Leadership Award winners, please visit www.epa.gov/greenpower/winners/background.htm

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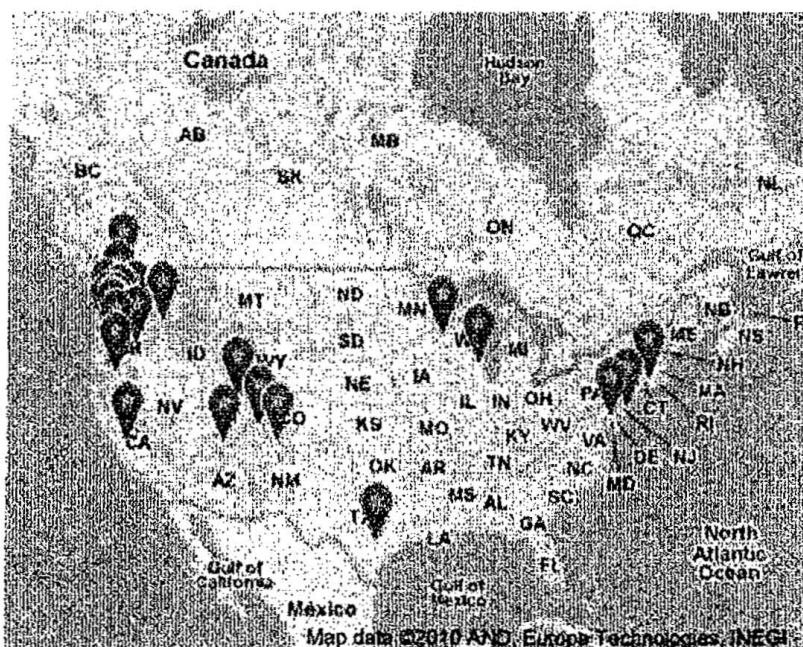


Green Power Partnership

You are here: [EPA Home](#) [Climate Change](#) [Clean Energy](#) [Green Power Partnership](#) [Green Power Communities](#)

Green Power Communities

Leading local governments across the nation are partnering with EPA to become Green Power Communities (GPCs). GPCs are towns, villages, cities, counties, or Native American tribes in which the local government, businesses, and residents collectively buy green power in amounts that meet or exceed EPA's Green Power Community purchase requirements.



Community	Providers (listed in descending order by kWh supplied to Community)
<u>Alamo Heights, TX Community</u>	CPS Energy
<u>Alta, UT Community</u>	Rocky Mountain Power*
<u>Beaverton, OR Community</u>	Portland General Electric
<u>Bellingham, WA Community</u>	NextEra Energy Resources*, Puget Sound Energy*, Carbonfund.org*
<u>Bend, OR Community</u>	Pacific Power*
<u>Brookeville, MD Community</u>	Clean Currents*, On-site Generation



Green Power Partnership

You are here: [EPA Home](#) [Climate Change](#) [Clean Energy](#) [Green Power Partnership](#) Green Power Leadership Awards

Awards



Quick Link

[Renewable Energy Markets](#)

Awards

[Green Power Leadership Awards](#)
[Nomination Process](#)
[2010 Award Winners](#)
[Past Award Winners](#)
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GREEN POWER Leadership Awards

EPA co-sponsors the Green Power Leadership Awards in conjunction with the U.S. Department of Energy (DOE) and the Center for Resource Solutions (CRS). The awards serve to recognize the leading actions of organizations, programs, and individuals that significantly advance the development of green power sources. Nominations are typically collected in late spring for that year's award event, which is usually held the following fall in conjunction with the Renewable Energy Markets Conference. Award winners are self-nominated or nominated by another party. For EPA award nomination instructions, please visit the [Nomination Process Web page](#). Additional details about the conference can be found on the [conference Web site](#). To receive partnership and awards updates, please [contact us](#) and indicate your interest in receiving the Green Power Planet Newsletter.

Award Categories

U.S. Environmental Protection Agency	U.S. Department of Energy	Center for Resource Solutions
Purchaser Awards	Supplier Awards	Market Development Awards
Green Power Partner of the Year	Utility Green Power Program of the Year	Green Power Beacon
Green Power Community of the Year	Renewable Green Power Program of the Year	Green Power Pilot
Green Power Generation Partnership of the Year		Green Power Market Development of the Year
Green Power Purchase		Best Financial Commitment to Green Power

EPA Purchaser Award Categories

Green Power Partner of the Year: Recognizes Partners who distinguish themselves through their purchase, leadership, overall strategy, and impact on the green power market.

New Award Category! Green Power Community of the Year: [EPA Green Power Communities](#) that distinguish themselves through their green power usage,

leadership, citizen engagement, renewable energy strategy, and impact on the green power market. <http://www.epa.gov/greenpower/awards/index.htm>

On-site Generation: Recognizes Partners who distinguish themselves using on-site renewable energy applications including, but not limited to, solar photovoltaic (PV) and wind energy projects.

Green Power Purchase: Recognizes Partners who distinguish themselves through purchases of green power from a utility green-pricing program, a competitive green marketer, or a renewable energy certificate (REC) supplier.

What does winning an EPA Green Power Leadership Award mean to an organization?

An EPA Green Power Leadership Award offers significant opportunities for a partner organization:

Demonstrate your environmental leadership

"Green power purchases are an effective and important way we can implement renewable energy sources as we work to reduce our carbon footprint. As an EPA Green Power Leadership Award winner, we have increased our purchases that are applied company-wide, and reached 100 percent green power at the beginning of 2010." - Ken Bonning, **Kohl's** Executive Vice President of Store Planning and Logistics

Receive EPA recognition

"EPA's Green Power Leadership award winners are raising the bar for green power purchasing. By using renewable energy, **Motorola** is helping our environment by leading our national transition to clean energy; they are a model for others to follow." - Ann Bailey, Acting Director, **EPA Climate Protection Partnerships Division**

Become part of a prestigious group

"We are proud to receive this prestigious award from the U.S. Environmental Protection Agency. Purchasing green power is one way we are working to achieve our goal of reducing our environmental footprint." - Angela Nahikian, Director, Global Environmental Sustainability, **Steelcase Inc.**

Seize the opportunity to promote participation in the Green Power Partnership

"We're thrilled to be part of the EPA's Green Power Partnership. It's an unprecedented opportunity for us to integrate this meaningful and long-lasting environmental initiative into our operations." - Brad Haeberle, Vice President and Sustainability Council Chair, **Siemens Industry, Inc.'s Building Technologies Division**

Be featured at the 2010 Renewable Energy Markets Conference

Award winners will be recognized at the industry's paramount annual gathering attended by leading renewable energy and green power industry stakeholders.

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bullfrogpower

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- ☐ Prince Edward Island

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Bullfrog Power
How it works



Find us on
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Make the choice for clean, green electricity for your home.

Why should I buy Bullfrog Power?



- ▶ You create a cleaner world for today and tomorrow. [\[more\]](#)
- ▶ You take a stand for clean, renewable electricity. [\[more\]](#)
- ▶ You enable more renewable power generation to be built. [\[more\]](#)
- ▶ You reduce your personal environmental impact. [\[more\]](#)

[\[open all\]](#) [\[close all\]](#)



You create a cleaner world for today and tomorrow.

By signing up for Bullfrog Power you are actively supporting clean, renewable electricity generation rather than generation from polluting sources like coal, oil, natural gas, and nuclear. As more clean generation comes online and smog decreases, the quality of the air we breathe improves. Your action not only has a positive impact today, but it also helps create a cleaner environment for future generations.



You take a stand for clean, renewable electricity.

Bullfrog provides you with the opportunity to choose 100% low-impact renewable electricity. Your decision to become bullfrogpowered sets an example for friends, neighbours, business leaders and policy makers, and sends a powerful message that new renewable energy is important to our environment and our economy. The more people who demand low-impact renewable power, the stronger the message. Imagine if everyone did it!



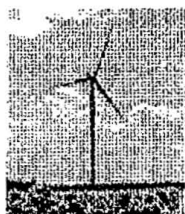
You enable more renewable power generation to be built.

The choice of individual consumers is a powerful force for change. When you choose Bullfrog, you become an active, influential participant in the growing green electricity market, helping to increase demand for renewable power and enable new supply. Bullfrog uses the collective demand of its customers to cause new renewable facilities to be built. Several new wind turbines have already been commissioned in Canada as a result of the support of Bullfrog Power's customers, and more will be built as the number of bullfrogpowered homes and businesses grows.

Your Home

**You reduce your personal environmental impact.**

Conventional electricity production is among the largest industrial sources of carbon dioxide, a primary greenhouse gas linked to climate change. Electricity production is also a major source of pollutants that contribute to poor air quality and smog conditions. Leading environmental groups, including WWF-Canada, the David Suzuki Foundation and the Pembina Institute, advocate choosing clean, low-impact renewable power as a meaningful action that individuals can take to help address the global issue of climate change. Signing up for green electricity with Bullfrog will reduce your personal electricity-related emissions footprint.

What do I get when I buy Bullfrog Power?

- ▶ You get the highest quality renewable electricity. [more]
- ▶ You get the right to claim the associated environmental benefits. [more]
- ▶ You get to support the development of renewable electricity in Canada. [more]
- ▶ You get the benefits of joining the bullfrogpowered community. [more]

[open all | close all]

**You get the highest quality renewable electricity.**

When you choose Bullfrog Power, you get the highest quality 100% low-impact renewable electricity. Bullfrog Power matches your electricity use with 100% renewable electricity that is injected into your local electricity grid. Bullfrog's electricity comes from wind and hydro facilities that have been certified as low impact by Environment Canada under its EcoLogo[®] program instead of from polluting sources like coal, oil, natural gas, and nuclear. This standard ensures the facilities are emissions free and have a minimal impact on the ecosystem and local community. In addition, an independent third party audits Bullfrog Power on an annual basis to confirm that all our suppliers meet these stringent quality standards.

**You get the right to claim the associated environmental benefits.**

Every megawatt hour (MWh) of low-impact renewable electricity that is produced and injected onto the grid by renewable power generators reduces the amount of electricity required from polluting sources such as coal. These cleaner generation sources deliver several benefits including producing no greenhouse gas emissions or air pollutants and minimizing other environmental impacts. For every MWh of low-impact renewable electricity that is produced and injected onto the grid, a corresponding Green Electricity Certificate (GEC) is created to represent the positive environmental benefits (such as the emission reductions) associated with producing green power. When you choose Bullfrog Power, we ensure that GECs are retired on your behalf, giving you the right to claim the associated environmental benefits.

JLB

Your Home



You get to support the development of renewable electricity in Canada.

Through their demand for renewable electricity, Bullfrog Power customers support the development of new renewable generation. Several new wind projects have already been commissioned in Canada to meet the demand of the growing community of bullfrogpowered homes and businesses, and more new turbines will be commissioned as the number of Bullfrog Power consumers grows. Not only does this help our environment, but it also helps our local economy. New wind farms provide jobs directly and indirectly through the numerous services (e.g., engineering, construction, financing, legal, accounting) necessary to build and operate them and expand Canada's expertise in renewable energy.



You get the benefits of joining the bullfrogpowered community.

Thousands of households and hundreds of businesses have joined the bullfrogpowered community. When you sign up, you become part of Bullfrog's Founders Club and have the option of receiving a welcome kit that contains decals, lawn signs and other useful items allowing you to share your support for green power with friends and neighbours. You are also able to participate in local Bullfrog Power events and enjoy discounts and special offers from businesses that are bullfrogpowered. Bullfrog sends optional newsletters to all of its customers with interesting news from the bullfrogpowered community and the latest developments in renewable power.

Choose your province:



[site map](#) | [privacy](#) | © Bullfrog Power Inc.

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- How do I set up my own turbine or small hydro generation?
- How can I conserve? Worried about the extra costs of going green?

General Inquiries

Who is Bullfrog Power?

Bullfrog Power, Canada's 100% green electricity provider, offers homes and businesses a clean, renewable electricity choice. Bullfrog's electricity comes exclusively from wind and hydro facilities that have been certified as low impact by Environment Canada under its EcoLogo^M program instead of from polluting sources like coal, oil, natural gas, and nuclear.

Thousands of Canadian homes and businesses are doing their part to address climate change and air pollution by choosing green electricity with Bullfrog Power. Through this simple action, they are making a big difference.

Bullfrog currently provides a green electricity choice to everyone in British Columbia, Alberta, Ontario, Nova Scotia, New Brunswick and Prince Edward Island.

Is Bullfrog Power licensed by the Ontario Energy Board (OEB)?

Yes, Bullfrog Power is licensed by the OEB as an electricity retailer. Our license number is ER-2010-0063. This license allows Bullfrog Power to operate as an electricity retailer throughout Ontario.

Where does Bullfrog Power come from?

In Ontario, Bullfrog's electricity comes exclusively from wind and hydro facilities that have been certified as low impact by Environment Canada under its EcoLogo^M program instead of from polluting sources like coal, oil, natural gas, and nuclear.

For more information on our generation sources, click [here](#).

How does it work?

Bullfrog Power does not inject the green electricity directly into your home. With Bullfrog Power, you continue to draw electricity from the regional grid—just as you always have—and Bullfrog's generators inject renewable electricity onto the grid to match the amount of power your home or business uses. No special equipment or wiring is required. (Note that to inject green electricity into your home would require the building of a parallel transmission and distribution system across the province, which would be neither environmentally nor financially sound.)

By choosing green electricity with Bullfrog Power, individuals help green the electricity grid as the renewable power produced on their behalf displaces the amount of power otherwise produced by fossil fuel-based generating stations. Bullfrog customers also help to stimulate a greater reliance on renewable sources.

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View this short video to learn more about how it works.

How can a customer sign up?

Bullfrogpowering your home with green electricity is easy. Customers can sign up online in less than 10 minutes and there is no start-up cost or special equipment required. Any home or business can sign up including apartments, condos and leased premises.

Does the green power go directly to my home?

Bullfrog Power does not inject the green electricity directly into your home. To inject green electricity into your home would require the building of a parallel transmission and distribution system across the province, which would be neither environmentally nor financially sound.

With Bullfrog Power, you continue to draw electricity from the regional grid—just as you always have—and Bullfrog's generators inject renewable electricity onto the grid to match the amount of power your home or business uses. No special equipment or wiring is required.

By choosing green electricity with Bullfrog Power, individuals help green the electricity grid as the renewable power produced on their behalf displaces the amount of power otherwise produced by fossil fuel-based generating stations. Bullfrog customers also help to stimulate a greater reliance on renewable sources.

View this short video to learn more about how it works.

Can apartments, condos or leased premises (and homes that are not separately metered) become bullfrogpowered?

Any facility can be bullfrogpowered, including home and business spaces that are owned, leased or shared. Bullfrog Power does not inject the green electricity directly into the space or facility. With Bullfrog Power, you continue to draw electricity from the regional grid—just as you always have—and Bullfrog's generators inject renewable electricity onto the grid to match the amount of power your home or business uses. No special equipment or wiring is required. (Note that to inject green electricity into your space or facility would require the building of a parallel transmission and distribution system across the province, which would be neither environmentally nor financially sound.)

Even if you are not billed for electricity directly (e.g., renters whose electricity costs are absorbed in their rent), you can still sign up for Bullfrog Power based on your estimated electricity usage.

How much does Bullfrog Power cost?

When you choose to go green with Bullfrog Power, you will continue to pay for the cost of conventional electricity through your current payment method (e.g., utility bill, or absorbed in rent or condo fees). You will then receive a separate bill from Bullfrog Power to green your power (3 cents per kilowatt hour [kWh]).

Many Bullfrog Power customers implement a few extra energy efficiency measures around

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bullfrogpower



your home

- Ontario
- FAQs
- Get Started

What to look for in a green power product.
MORE

The Green Energy Act and Bullfrog Power
LEARN MORE

Sign up and earn!

Residential Sign Up

Going green has never been easier - residents of any home (including condominiums, which are often billed through a third party, and apartments, which often do not receive a bill at all) can easily sign up to green their electricity with Bullfrog.

Signing up usually takes less than 10 minutes. You will be asked to identify your electricity usage if known, or, if not, simply select an average for your residence type. There is no start-up cost and no special equipment is required. Bullfrog Power will send you a bill for the cost of greening your electricity service at 3 cents per kilowatt hour (kWh). If you currently pay directly for your conventional electricity, you will continue to receive a bill from your current provider. For an average home in Ontario, the incremental cost to green your electricity service through Bullfrog Power is approximately 80 cents a day.

About our Ontario power

	System Mix	Bullfrog Mix
Wind	<1%	20%
Certified low-impact hydro	2%	80%
Nuclear	59%	0%
Coal, oil and gas	37%	0%
Other hydro	21%	0%
Other	<1%	0%

Sources: Ministry of Energy Q.Reg. 416.99; TerraChoice

In Ontario, Bullfrog Power's generators inject EcoLogo[®]-certified wind power and low-impact hydro power into the Ontario electricity grid to match the amount of power your home uses. To learn more about our Ontario renewable power sources, visit our [clean power section](#).



Home-based business?

If you would like to sign up a [home-based business](#) and receive our marketing benefits as

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January 2005 • NREL/TP-620-37388

Technical Report

Emerging Markets for Renewable Energy Certificates: Opportunities and Challenges

Ed Holt
Ed Holt and Associates Inc.

Lori Bird
National Renewable Energy Laboratory



NREL

National Renewable Energy Laboratory
1617 Cole Boulevard, Golden, Colorado 80401-3393
303-275-3000 • www.nrel.gov

Operated for the U.S. Department of Energy
Office of Energy Efficiency and Renewable Energy
by Midwest Research Institute • Battelle

Contract No. DE-AC36-99-GO10337

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financial REC transactions are generally conducted through bilateral contracts or brokers.

Estimating the Size of Compliance REC Markets

In addition to the five states discussed above, another nine states currently allow the use of RECs for RPS compliance. Collectively, these 14 states have the potential to create significant demand for RECs, particularly in future years as renewable energy targets increase and as all of the policies take effect.¹⁷ We estimate that these states collectively require nearly 13 million MWh of RECs or renewable energy generation currently (Table 4). Although REC trading has not yet taken off in some of these states, we estimate that nearly 8 million MWh of RECs were used for RPS compliance in New England and Texas in 2004, where REC tracking systems are in place. It is important to note that even in these states where REC tracking systems are being used to verify RPS compliance, the RECs are not always unbundled from the electricity. In Texas, for example, RECs have been purchased under long-term power purchase agreements with electricity to meet the RPS. By 2010, we estimate that RPS policies will require more than 45 million MWh of RECs or renewable energy generation.

To provide an indication of the value of this market, we apply current REC prices based on state and regional data provided by brokers and using professional judgment about the type and cost-effectiveness of available renewable resources where there are data gaps. In these calculations, we apply REC prices applicable to each resource class for states that set specific targets for solar or other classes of resources. For example, in Arizona, which calls for solar energy to meet 60% of its RPS, we assume the price of solar RECs will be \$150/MWh and the price of RECs from other resources will be \$15/MWh. Applying this methodology to the states that currently allow the use of RECs for RPS compliance, we estimate that the current compliance REC market could be valued at nearly \$140 million, if entirely sourced from RECs (Table 4).

To provide a rough estimate of the potential future market value, we assume that REC prices will stay at current levels, except in the case of New England and PJM. In New England, we assume prices will drop as the region overcomes current supply constraints and more new renewable energy projects come on-line. In PJM, we assume that prices will increase modestly as state RPS policies are implemented, creating additional demand for RECs. In other regions, price trends are less clear; while technology improvements and economies of scale could send REC prices lower, these factors could be offset by the need to develop less cost-effective resources to meet higher targets in future years. Given these assumptions, we estimate that the compliance REC market could be worth more than \$600 million by 2010 (see Table 4). It is important to note that the market could be

¹⁷ However, not all of this demand will be for RECs from new renewable energy sources, because existing renewables are also eligible for RPS compliance in many states. For example, in Maine there are sufficient renewable energy supplies currently available to meet the state's 30% RPS target. Therefore, the RPS will stimulate some trading of RECs from existing facilities but will not stimulate much (if any) new renewable resource development.

much larger if states such as California approve the use of RECs for RPS compliance. In addition, a number of states are considering increasing their RPS targets substantially.

Table 4. Estimated Value of Compliance REC Markets Through 2010

	2004 Potential REC Market Size (MWh) ¹	2004 REC Value (\$/MWh) ²	2004 Potential REC Market Value (\$ millions)	2010 Potential REC Market Size (MWh) ¹	2010 REC Value (\$/MWh) ³	2010 REC Market Value (\$ millions)
Arizona	284,000	\$150/\$15	\$27.3	435,000	\$150/\$15	\$41.8
Colorado	--	--	--	1,280,000	\$10/\$\$150	\$27.9
Connecticut	1,204,000	\$40/\$0.5	\$12.5	3,350,000	\$20/\$0.5	\$47.4
Maine	2,996,000	\$0.5	\$1.5	3,334,000	\$0.5	\$1.7
Maryland	--	--	--	3,279,000	\$10/\$5	\$23.8
Massachusetts	700,000	\$40	\$28.0	2,595,000	\$25	\$64.9
Nevada	1,786,000	\$10/\$100	\$20.7	4,897,000	\$10/\$100	\$56.7
New Jersey ⁴	2,470,000	\$6/\$4/\$150	\$12.1	5,498,000	\$10/\$5/\$150	\$63.4
New Mexico	--	--	--	1,049,000	\$10	\$10.5
New York	--	--	--	7,302,000	\$15/\$150	\$129.2
Pennsylvania	--	--	--	4,744,000	\$10/\$150	\$47.7
Rhode Island	--	--	--	389,000	\$25	\$9.7
Texas	2,606,000	\$10	\$26.1	6,132,000	\$10	\$61.3
Wisconsin	590,000	\$15	\$8.9	1,468,000	\$15	\$22.0
Total	12,635,000		\$137.0	45,752,000		\$608.0

¹ The calculations are based on each state RPS requirement applied to the most recent (2002) retail electricity sales reported by the Energy Information Administration (EIA)

http://www.eia.doe.gov/cneaf/electricity/esr/esr_tabs.html for obligated suppliers, assuming annual growth in retail sales of 1.8%, consistent with the EIA *Annual Energy Outlook 2004 with Projections to 2025*. The Texas estimates are based on capacity targets, applying the current PUC-approved capacity factor of 35% for wind. The Maryland, Nevada, and New Mexico estimates are based on data from the Union of Concerned Scientists (Deyette, 2004).

² For states in which no data are publicly available on REC trading prices (Arizona, Colorado, Nevada, New Mexico, and Wisconsin), we apply values based on professional judgment. For states that set separate targets for solar or other classes of resources, we apply separate prices for each resource class. For example, in New Jersey, we apply \$6/MWh for the Tier I resource requirement, \$4/MWh for the Tier II requirement, and \$150/MWh for the solar requirement.

³ In Connecticut, a REC price of \$20 in 2010 is assumed, compared to \$25 for other New England states (Massachusetts and Rhode Island), because Connecticut allows RECs from surrounding states without a deliverability requirement once REC tracking systems are established. The analysis assumes that prices for RECs in PJM will increase slightly to \$10 for Tier I resources and \$5 for Tier II resources in 2010, because of increased demand in the region as RPS targets rise. In Nevada, a REC price of \$100/MWh is assumed for the solar requirement to reflect the likely use of both PV and concentrating solar.

⁴ The New Jersey targets beyond 2008 will be established at a later date. For this analysis, the target is assumed to remain at the 2008 level going forward, adjusted for growth in retail sales.

Whether disaggregation of a REC will lead to greater revenue for renewable projects is uncertain, because it is unclear that revenue streams from multiple markets will return more income than revenue from a whole REC. It is also unclear that a REC from which one or more attributes have been sold will be worth the same as a REC with all its attributes. In time, only markets can make that determination.

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Given the current size of REC markets at more than 10 million MWh annually with an estimated value of \$150 million or more, and the potential for growth to more than 60 million MWh annually by 2010, valued at perhaps more than \$700 million, it is very important to resolve these issues. A lack of resolution creates uncertainty in the marketplace and could slow market development. Therefore, it is important for states, and perhaps the federal government, to address these questions. Market changes might be facilitated if interest groups would create uniform positions and communicate their views on these issues to state and federal policy-makers.

To make progress on the challenges still facing REC markets, state policy-makers and regulators (both energy and environmental) must be educated about these issues and the implications of their choices relating to REC ownership and communication issues, RPS rule-makings, net metering and financial incentives, the interaction of voluntary and compliance markets, and rule-making for environmental cap-and-trade programs. Clear policies are important because silence leads to ambiguity, which stymies markets.

Finally, given the current state-by-state approach to these questions, a lack of uniformity may be a barrier to expansion of REC markets, or at least of larger and more liquid markets. Although a federal RPS does not appear likely, some form of federal direction to states regarding a uniform method of allocating emission allowances, or a uniform standard for regional REC imports and exports, could foster greater harmonization of REC markets.

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LOCAL INITIATIVES FUND (LIF) APPLICATION GUIDE



Community Development Corporation
OF SAULT STE. MARIE & AREA
A Community Futures Development Corporation



672 Queen Street East, Sault Ste. Marie, ON P6A 2A4

Tel: (705) 942-9000 Fax: (705) 942-0274

e-mail: cdc@en.aibn.com website: www.ssmcdc.com



Canada ¹³¹³ Fed. Nov 

Economic Development Fund Application

Introduction

The purchase of Green Energy seems to be gaining popularity in North America. In the U.S.A., the sale and/or trading of Renewable Energy Certificates have become the currency of green energy valued in the millions of dollars. Sault Ste. Marie carrying the brand of the "Alternative Energy Capital of North America" by having a concentration of 'green energy' sources can legitimately claim to actually be providing green energy to consumers. A pre-feasibility (fact-finding) study is being proposed to further investigate the possibility of Sault Ste. Marie becoming an 'alternative energy' retailer with the ultimate goal of utilizing potential profits creating further value added opportunities and furthering the community's proclamation as the "Alternative Energy Capital of North America".

- 1.1. **Applicant** – Sault Ste. Marie Economic Development Corporation
- 1.2. Business Sault Ste. Marie on behalf of Councilor Steve Butland – Councillor Butland has been a leader in the community being the spokesperson and one of the driving forces of energy related activity in the community.
- 1.3. **Names of Officers, Directors and Principals:** Greg Punch – President, Don Mitchell Vice-President, Dave Murphy A/CEO SSMEDC and Karen Madigan Controller
- 1.4. **Organization mandate** – SSMEDC is a non-profit organization funded by public and private partners whose goal is to be the community's leader in supporting and promoting an environment which generates sustainable employment in a healthy, growing and diversified economy. **Key contact for initiative** – John Febbraro – Director of Industrial Marketing and Steve Butland – Councillor for City of Sault Ste. Marie
- 1.5. **Contributing Partners** – A request to the Community Development Corporation (CDC) for \$5,000 is pending and this request to the EDF for \$5,000.
- 1.6. **References**–N/A
- 1.7. **Project Information**
- 1.8. **Project Description** - A pre-feasibility study is required to investigate the possibility of Sault Ste. Marie becoming an alternative energy retailer. Mr. Butland has spoken to corporate principals of the Ontario and Lottery Gaming, Bank of Montreal, Walmart and each entity has indicated varying rationale for the purchase of 'green energy'.
- 1.9. The attached supporting documentation accompanying this application includes information related to the following:
 1. Green Your Phone
 2. EPA's Green Power Partnership – Renewable Energy Certificates
 3. Bullfrog Power – One of Canada's leading retailers of green energy

Economic Development Fund Application

4. Emerging Markets for Renewable Energy Certificates – Opportunities and Challenges
5. CDC Local Initiative Fund
- 1.10. **Objective** – To determine the feasibility of adopting a local model of marketing 'alternative energy' based on Canadian and American experiences.
- 1.11. **Performance target** – Complete a pre-feasibility study within a budget of \$10,000.
- 1.12. **Impacts and Limitations of Project** – The proposed budget for this project is capped at \$10,000. There would appear to be no significant risks or limitations to the City or Business Sault Ste. Marie in conducting this pre-feasibility study.
- 1.13. **Methodology and timing**
 1. Development of a RFQ (February 2011)
 2. Request for Qualifications (February 2011)
 3. Review of RFQ (March 2011)
 4. Award of Contract (March 2011)
 5. Pre-feasibility Completion (April 2011)
 6. Report to SSMEDC Board of Directors (May 2011)
 7. Presentation to Council (May 2011)
- 1.14. **Costs and Financing** – The cost of conducting the pre-feasibility study has an upset cost of \$10,000 including HST.
- 1.15. **Financing arrangements** - \$5,000 EDF pending and \$5,000 CDC pending.
- 1.16. **In-kind contributions** – SSMEDC will assist Councillor Butland in developing a RFQ. In addition the City of Sault Ste. Marie Green Committee will be asked to participate in the evaluation of the RFQ submissions.

Economic Development Fund Application

-
- 1.17. **Balance, Financial Statements, Cash flow projections (historical and projected) –**
N/A
- 1.18. **Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc. –** A CDC application will be prepared to offset 50% of the costs of the \$10,000 pre-feasibility study.
- 1.19. **Economic Benefits**
- 1.20. **Description of how the project promotes economic growth and diversification –** Renewable Energy Certificates (RECs) seems to be a credible means to meet environmental goals for renewable energy generation. We have first hand observed the economic impact of renewable energy activities in Sault Ste. Marie. Increasing in the U.S.A., organizations are also buying RECs to satisfying a number of other environmental and non-environmental goals. Examples include:
- Avoid carbon dioxide emissions associated with conventional electricity use;
 - Reduce types of air pollutions;
 - Serve as a brand differentiator;
 - Generate customer, investor and employee pride;
 - Demonstrate civic leadership.
- It is important to understand how the RECs work and to what extent they would be beneficial to Sault Ste. Marie.
- 1.21. **Projected job creation –** Difficult to confirm at this time
- 1.22. **Potential for tax assessment increase –** Difficult to confirm at this time
- 1.23. **Other economic and community benefits –** Difficult to confirm at this time
- 1.24. **Community Benefits**
- 1.25. **How the project complements other local initiatives –** Supports alternative energy initiatives currently occurring in Sault Ste. Marie.
- 1.26. **Impact on the community as a whole –** This pre-feasibility study will determine if the City of Sault Ste. Marie should further pursue the sale and/or trading of Renewable Energy Certificates. The community has been assertive in its pursuit of green energy developments and this is another example of being a leader in Ontario when it comes to the energy sector.

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Sault Ste. Marie Economic Development Corporation
Board of Directors Meeting

Monday, February 7, 2011
Russ Ramsay Board Room – Civic Centre
11:30 am.

AGENDA ITEM 5.2

Mover: Geoff Meakin

Seconder: Don Mitchell

Resolved that the Report of the Acting CEO dated 2011 01 31 concerning the EDF Application for Alternative Energy Retailer Prefeasibility Study be accepted; and
The recommendation that the Board endorse the application and recommends that City Council approve \$5,000 from the EDFund to support a pre-feasibility study to further investigate the possibility of Sault Ste. Marie becoming an alternative energy retailer to be used in conjunction with \$5,000 from the CDC for this purpose be approved. CARRIED.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-31

AGREEMENT: (C.4.2.) A by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority.

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 22nd day of February, 2011 and made between the City and the Electrical Safety Authority for inspections of City buildings and other facilities for compliance with the Ontario Electrical Safety Code for a 1 year contract for the period April 1, 2011 to March 31, 2012 for an annual fee of \$34,371.00 plus HST.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

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Schedule A



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Agreement With: The Corporation of the City of Sault Ste Marie (hereinafter "Customer")

Address: 99 Foster Drive, PO Box 580, Sault Ste Marie, Ontario P6A 5N1

1. Objective

The Electrical Safety Authority ("ESA") is designated pursuant to Ontario Regulation 89/99 as the authority responsible for electrical safety in the Province of Ontario including the administration and enforcement of the Electricity Act, 1998, C. 15 and the Ontario Electrical Safety Code, Ontario Regulation 164/99 as amended 10/02 (the "OESC").

Rule 2-006 of the OESC provides for periodic inspection of electrical installations in prescribed circumstances. ESA offers periodic inspection services through a program known as Continuous Safety Services. ESA will provide a program to assist the Customer in meeting its due diligence, risk management and quality control obligations and objectives in respect of electrical safety in accordance with the terms and conditions of this Agreement.

2. Scope of Work

2.1 Electrical Systems & Equipment

The following electrical systems at the facility or facilities (the Facility or Facilities) listed in Schedule "B" to this Agreement is covered by the provisions of this Agreement:

- (a) panels and distribution systems
- (b) service and electrical equipment
- (c) building and general wiring; and
- (d) like-for-like or equivalent retrofits of components of the equipment and systems included in subsections (a), (b) and (c) of this section 2.1.

2.2 Excluded Systems & Equipment

The following are not covered under this Agreement unless specifically provided in Schedule "A" or Schedule "C" (if applicable) to this Agreement:

- (a) safety training courses;
- (b) field evaluation (product approvals);
- (c) connection authorizations to the Local Distribution Company (Utility) for the connection or reconnection of the electrical service;
- (d) design review and consultation for renovation or new construction; and
- (e) new or retrofit equipment that alters electrical system size, characteristics, capacity or power consumption.

2.3 Scheduled Inspections

ESA will establish, in consultation with the Customer, a schedule of inspections for the Facilities which will include a visual review of the electrical systems and equipment in the Facilities and the work done, from time to time, on the electrical systems and equipment. Electrical hazards, deficiencies and work which do not comply with the OESC, as identified during scheduled inspections will be reported to the Customer.

2.4 Record of Electrical Work

ESA will assist the Customer in setting up a Record of Electrical Work to facilitate compliance with Rules 2-003 and 2-006 of the OESC.

2.5 Code Interpretation and Advice

Within thirty (30) days of the commencement date of this Agreement, ESA will provide the Customer with the latest edition of the OESC as indicated in "Schedule A". Code Bulletins, Flash Notices and amendments to the OESC will also be provided to the Customer as they become available.

In the course of performing scheduled inspections, ESA will advise the Customer on compliance with the requirements of the OESC. The Customer will also have access to an ESA Technical Advisor during ESA's normal business hours.

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CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

3. Service Delivery

3.1 Inspection Staff

All work will be performed in a diligent and professional manner by fully qualified electrical inspectors employed by ESA. ESA will assign a primary and a backup inspector for each Facility.

3.2 Hours of Service

Unless otherwise agreed in writing, all services will be performed during ESA's normal service delivery hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding statutory holidays.

3.3 Compliance with Laws, Regulations, Policies and Procedures

ESA inspectors will comply with all applicable laws and regulations including legislation governing workplace health and safety and also with health, safety and other workplace policies, procedures and rules of the Customer. In the event a policy, procedure or rule of the Customer conflicts with a law or regulation, including a provision of the Electricity Act or the OESC, the law or regulation shall prevail.

3.4 Confidentiality

ESA will not disclose any trade secrets or proprietary information of the Customer without the prior written consent of the Customer unless ESA is required to disclose such information for purposes of electrical safety or if required by law to make the disclosure.

3.5 Electrical System & Equipment Stoppage

ESA may, from time to time, require that electrical systems or equipment be stopped or de-energized. ESA will confer with the Customer prior to taking such action except in circumstances where, in the opinion of the ESA inspector, the system or equipment poses a serious safety hazard in which case the ESA inspector may require immediate stoppage or de-energizing of the electrical system or equipment.

3.6 Reporting

ESA shall advise the Customer in writing of all hazards, deficiencies or situations of non-compliance with the OESC identified through the visual inspection process.

4. Customer's Obligations

4.1 Compliance

The Customer shall comply with all provisions of the OESC and this Agreement including the requirements of Rule 2-004 to file applications for inspection for work which is beyond the scope of this Agreement.

4.2 Inspector Access

The Customer will provide reasonable access to the Facility and the electrical systems and equipment in the Facility in order to permit ESA to perform the required inspections pursuant to this Agreement and as required by the Electricity Act, 1998, s. 113 (10).

4.3 Record of Electrical Work

The Customer will maintain a Record of Electrical Work in a format agreed with ESA and will make the Record available to ESA at ESA's request. The Customer will ensure all work within the scope of this Agreement is recorded, including that done by both the Customer's employees and a third party. At the Customer's option, the Customer may use the same Record of Electrical Work to record work outside the scope of this Agreement and for which applications for inspection are filed pursuant to Rule 2-004 of the OESC.

4.4 Correction of Defects

The Customer will ensure all hazards; deficiencies or situations of non-compliance with the OESC identified and reported to the Customer by ESA are remedied as required by Rule 2-018 of the OESC.

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CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

4.5 Reporting of Incidents

The Customer will report to ESA any serious electrical incident as required by Rule 2-007 of the OESC.

5. Fees and Payment

5.1 Fees and Terms of Payment

The Customer agrees to pay ESA the fees set out in Schedule "A" on the terms specified in Schedule "A".

5.2 Suspension of Service

If payment is not made within sixty (60) days of the due date, ESA may, at its option, without notice and without penalty or liability, suspend performance of this Agreement. During any period in which service is suspended, the Customer will be required to comply strictly with OESC Rule 2-004 by filing applications for inspection of all work on electrical systems and equipment in the Facility before or within 48 hours of commencement of the work, regardless of whether such work is within the scope of this Agreement.

6. Term, Renewal and Termination

6.1 Term

This Agreement will commence and expire on the dates shown in Schedule "A"

6.2 Renewal

On expiry this Agreement will be renewed for a further term of one (1) year at the expiry of the original term or any subsequent renewal term unless written notice is given by one party to the other not less than sixty (60) days prior to the original term or the subsequent renewal term as the case may be.

6.3 Termination for Cause

Either party may terminate this Agreement for cause without prior notice in the event the other party becomes bankrupt or insolvent or makes a proposal to creditors. Either party may otherwise terminate this Agreement for cause on five (5) days prior written notice to the other party if the defaulting party has failed to remedy a breach of the Agreement within ten (10) days of written notice of the breach. The Customer will pay to ESA all outstanding fees prorated to the date of termination.

6.4 Partial Termination

In the event the Customer ceases to carry on business in a Facility covered by this Agreement, the Customer may upon thirty (30) days written notice cancel this Agreement in so far as it applies to that Facility. The annual fee will be adjusted based on the work done at that Facility to the date the Agreement ceases to apply to the Facility.

7. Liability and Insurance

7.1 Liability

ESA's liability for injury to persons or damage to property shall be limited to that caused directly by negligence or willful default on the part of ESA or its employees. ESA shall, in no event be liable for indirect or consequential damages

7.2 Force Majeure

ESA shall not be subject to any liability arising or penalty arising from or in connection with the failure to deliver, delay or interruption of service due to weather conditions, fire, accident, work stoppage or slowdown or other reasons beyond the control of ESA.



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

7.3 Insurance

ESA will maintain insurance coverage considered appropriate by ESA and its insurance advisors. ESA is designated by Ontario Regulation 561/99 as a Schedule 2 employer under the Workplace Safety and Insurance Act. ESA will, on request, provide certificates of insurance to the Customer.

8. General Provisions

8.1 Entire Agreement

This Agreement, including any Schedules listed below is the entire agreement between the parties and there are no representations, conditions, undertakings or warranties except as expressly contained in this Agreement. Any amendment to this Agreement must be in writing and signed by both of the parties.

Schedule "A" – Fees, Terms and Included Services

Schedule "B" – Facilities

Schedule "C" – Special Provisions (Not applicable to this Agreement)

8.2 Non-Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any rights of the party.

8.3 Governing Law

This Agreement shall be governed by, and interpreted in accordance with the laws of the Province of Ontario.

8.4 Assignment

This Agreement may not be assigned without the written consent of both parties.

8.5 Notice

Any notice given under this Agreement shall be in writing and delivered by fax or mailed to the address of the other party shown below. Notice given by fax will be deemed to be received on the date the notice is faxed. Notice given by mail will be deemed to be made on the third day following the mailing of the notice.

The foregoing terms and conditions are agreed to by the parties as evidenced by their signatures to this Agreement.

The Corporation of the City of Sault Ste. Marie

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

Phone #

Date

ESA Signature

Paul Shamess

Name (Please Print)

Acting General Manager, Northern Region

Title

2140 Regent Street, Unit 15
Sudbury, Ontario P3E 5S8

Address

705 523-1032

Phone #

Date



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Schedule "A"

Fees, Terms and Included Services

Rev 4.5e 2010

Customer Information:

Full Legal Name: City of Sault Ste Marie
Address: 99 Foster Drive, PO Box 580
City: SAULT STE MARIE Prov/State: Ontario Country: Canada
Postal Code: P6A 5N1 Phone: (705) 759-5403 Fax: (705)759-5405
Contact: Lorie Bottos
Title: Corporate Counsel
E-mail Address: L.bottos@cityssm.on.ca
Website: _____
Purchase Order Number: _____

Billing Address: Same As Above

Name: _____
Address: _____ City: _____
Province / State: Ontario Country: Canada Postal Code: _____
Direct Line: _____ Direct Fax: _____
Contact: _____ Title: _____
E-mail Address: _____

Included Services:

Bulletin Quantity: <u>1</u>	Site Visit Reports to be provided for every visit: <u>YES</u>
Bulletin Media Type: <u>CD Version</u>	Safety Meeting(s) Attended By Inspector: <u>0</u>
Code Books Quantity: <u>1</u>	Other Meetings: <u>0</u>
Code Books Media Type: <u>Hardcopy</u>	Extra Code Consultation Hours: <u>0</u>
Training Workshops: <u>5</u>	Plan Review Hours: <u>0</u>
Total Hours Training <u>17.5</u>	Units of Field Evaluation: <u>0</u>
	CSSL Electronic Log: <u>YES</u>

Details of Training (If Applicable)

Terms of Agreement:

Years in Agreement: <u>1</u>	Agreement Start Date: <u>April 1, 2011</u>
Payment Terms: Net <u>30</u> Days	Agreement End Date: <u>March 31, 2012</u>
# of Billing Addresses: <u>1</u>	Billing Period / Frequency: <u>Quarterly in Advance</u>

Amount of Annual Fee: \$34,371.00 Plus HST

Overdue amounts will be subject to a late payment charge of 1.5% per month, which equals an effective annual rate of 19.5%

In each year subsequent to year 1 of this Agreement, the Annual Fee shall automatically increase by: 3%



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Schedule "B"

Rev 4.5f 2010

Total # of Sites: 72

Total # of Visits: 111

Site Information							
	Site Name	Street Address	City	Inspector Contact	Phone	Email Address	Visits
1	City of Sault Ste Marie		SAULT STE MARIE	Roy Dewar	705-759-5367	r.dewar@cityssm.on.ca	
2	Fish Hatchery	35 Canal Drive	SAULT STE MARIE				2
3	Senior Citizens Ctr.	235-283 Wellington St W	SAULT STE MARIE				1
4	Senior Citizens Ctr.	619 Bay Street	SAULT STE MARIE				1
5	Essar Centre	269 Queen St East	SAULT STE MARIE				2
6	McMeeken Arena	616 Goulais Avenue	SAULT STE MARIE				2
7	John Rhodes Comm.Ctr	260 Elizabeth Street	SAULT STE MARIE				2
8	V.E. Greco Pool	269 Albert Street	SAULT STE MARIE				2
9	P.G. Manzo Pool	Goetz Street	SAULT STE MARIE				2
10	Norgoma Docks	Foster Drive	SAULT STE MARIE				2
11	Tent Structure Bondar Pav	Foster Drive	SAULT STE MARIE				2
12	Lock Tours Canada Bldg	Foster Drive	SAULT STE MARIE				2
13	Service Bldg, Bondar Pav	Foster Drive	SAULT STE MARIE				2
14	Pine Street Marina Fuel Pmps, Service Bldg.	Foster Drive	SAULT STE MARIE				2
15	Pine Street Marina Docks	Pine Street	SAULT STE MARIE				1
16	Maycourt Center	13 Salisbury	SAULT STE MARIE				1
17	Jesse Irving Center	84 Ruth Street	SAULT STE MARIE				1
18	Central Fire Station	72 Tancred Street	SAULT STE MARIE				2
19	Firehall #2	363 Second Line West	SAULT STE MARIE				1
20	Firehall #3	100 Bennett Blvd.	SAULT STE MARIE				1
21	Civic Center	99 Foster Drive	SAULT STE MARIE				4
22	Landfill Office/Scale/Garage	Fifth Line	SAULT STE MARIE				2
23	Main Library	50 East Street	SAULT STE MARIE				2
24	Branch Library	496 Second Line West	SAULT STE MARIE				2

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

	Site Name	Street Address	City	Inspector Contact	Phone	Email Address	Visits
25	Museum	690 Queen Street East	SAULT STE MARIE				2
26	Ermatinger Stone House/ Block House/Summer Kitchen	831 Queen St. East	SAULT STE MARIE				1
27	Bandshell/Canteen/Washroom	Queen/Lake Street	SAULT STE MARIE				2
28	Police Headquarters/Storage Bldg	580 Second Line	SAULT STE MARIE				2
29	City Works Center/Equip.Storage/Equip. depot/Storage/Fuel pumps/Laboratory/Pipe plant	128 Sackville Road	SAULT STE MARIE				4
30	Transit Center	111 Huron Street	SAULT STE MARIE				2
31	Bus Depot	160 Queen Street	SAULT STE MARIE				2
32	Cemetery Office/Chapel/Storage	Fourth Line/Peoples Road	SAULT STE MARIE				1
33	Mausoleum/Rotunda	Holy Sepuchre Cemetery	SAULT STE MARIE				1
34	Equipment Garage/Fuel Pumps/3 Storage Bldgs.	1504 Peoples Road	SAULT STE MARIE				2
35	Office/Rec.Storage	316 Elizabeth Street	SAULT STE MARIE				2
36	Greenhouse/Potting Bldg.	Queen/Lake Street	SAULT STE MARIE				1
37	Queen Elizabeth Park, Bleachers/Press Box/Scoreboard/Ticket Booth/Storage/	280 Elizabeth Street	SAULT STE MARIE				2
38	Rossmore Road Park, Bleachers/Press Box/Storage/Canteen/Fieldhouse/Dugouts	Rossmore Road	SAULT STE MARIE				2
39	Point Dechenes Park, Office/Dwelling/Storage/Water Pumphouse/Washrooms/Showers/Water Treatment/Change rooms	Dechenes Drive	SAULT STE MARIE				2
40	Second Line East Park, Washrooms/Storage/Batters Cage/Booth/Bleachers/Ticket Booth	Second Line East	SAULT STE MARIE				2
41	K-9 Obedience School	76 Fourth Line	SAULT STE MARIE				1
42	Additional Bldg	Fifth Line East	SAULT STE MARIE				1
43	Pump station	765 Bonney Street	SAULT STE MARIE				1
44	Underground Station	Muriel Street	SAULT STE MARIE				1
45	Underground Station	Huron Street	SAULT STE MARIE				1
46	Underground Station	Lake Street	SAULT STE MARIE				1
47	Underground Station	Pine Street	SAULT STE MARIE				1
48	Underground Station	MacGregor Street	SAULT STE MARIE				1
49	Underground Station	Varsity Avenue	SAULT STE MARIE				1
50	Underground Station	Fort Creek Drive	SAULT STE MARIE				1

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

	Site Name	Street Address	City	Inspector Contact	Phone	Email Address	Visits
51	Underground Station	Tallack Blvd.	SAULT STE MARIE				1
52	Underground Station	Mary Street	SAULT STE MARIE				1
53	Underground Station (2)	Industrial Park	SAULT STE MARIE				2
54	Underground Station	Upper Lake Street	SAULT STE MARIE				1
55	Underground Station	Foster Drive	SAULT STE MARIE				1
56	Office Building	540 Albert Street East	SAULT STE MARIE				2
57	Household Waste Depot	128 Sackville Road	SAULT STE MARIE				2
58	Storage & Repair Garage and Fire/EMS	65-71 Old Garden River Road	SAULT STE MARIE				2
59	Churchill Plaza Library	Trunk Road	SAULT STE MARIE				2
60	Boardwalk Lighting & Dist.	St.Marys River Drive	SAULT STE MARIE				1
61	SSM Welcome Sign	Hwy 17 East	SAULT STE MARIE				1
62	Pump station	Gore Street	SAULT STE MARIE				1
63	Pump station	Glasgow Street	SAULT STE MARIE				1
64	Pump station	Frontenac Street	SAULT STE MARIE				1
65	Millwood Pumping Station	19 Millwood Street	SAULT STE MARIE				1
66	Parking lots	Various locations	SAULT STE MARIE				1
67	Esposito Park Change house	134 Queen Street	SAULT STE MARIE				2
68	Anna McCrea Park	Mark Street	SAULT STE MARIE				1
69	Litner Park	98 Park Street	SAULT STE MARIE				1
70	Bay View	235 Pittsburgh	SAULT STE MARIE				1
71	Merrifield Rink	331 Patrick	SAULT STE MARIE				1
72	Grandstands Change room	York/North Streets	SAULT STE MARIE				2
73	Property Next to City Landfill	580 Fifth Line East	SAULT STE MARIE				1

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Addendum #1 - INSPECTION OF NEW ELECTRICAL INSTALLATIONS

Supplemental to Agreement between ESA and The City of Sault Ste. Marie, and notwithstanding Article 2 of the Agreement Services and Provisions, ESA will inspect new electrical installations in accordance with the terms and conditions set out below.

- "New electrical installation" shall be defined as work that alters the size, characteristics, capacity or power consumption of the electrical system. For the purposes of this Agreement, replacement of a component with a similar or like-for-like component is not a new electrical installation (see Agreement Services and Provisions).
- Under this Addendum, The City of Sault Ste. Marie will record new electrical installations accomplished by their own staff or Contractors in the ESA online logbook system, avoiding the cost and administration of applying for numerous individual permits. However, The City of Sault Ste. Marie must record and notify ESA of each new electrical installation within 48 hours of the work's commencement, and must notify ESA of all work ready for inspection *before that work is energized or rendered inaccessible*.
- The City of Sault Ste. Marie shall pay ESA \$3,000.00 annually in advance to buy a blanket permit for inspection of new electrical installations. ESA will apply the rules and rates of the latest Electrical Inspection Fee Guide to applicable work reported by The City of Sault Ste. Marie, and debit the blanket permit purchase order accordingly.
- When the blanket permit purchase order has been depleted, The City of Sault Ste. Marie may issue another purchase order or revert to buying individual permits. Any outstanding credit at the time of renewal will be carried forward and applied in the subsequent Agreement year, provided that in the case of termination, any outstanding credit at the time of such termination shall be promptly repaid by the ESA to The City of Sault Ste. Marie.
- Inspection of new electrical installations will generally be done during regularly scheduled visits as outlined in the Agreement. Separate visits may be done as required, and if warranted, visits outside of ESA's normal working hours are available for a surcharge to cover site and travel overtime.
- To administer this Addendum the ESA shall charge The City of Sault Ste. Marie an annual non-refundable administration charge equaling fifteen (15) percent of the value of the blanket permit for the new electrical installations.

Upon The City of Sault Ste. Marie's request, ESA shall promptly provide a written accounting of amounts debited from the blanket permit purchase order with such accounting to include the inspections undertaken and the rate applicable to such inspection.

If the City of Sault Ste. Marie fails to comply with the terms and conditions of this Addendum, in particular the reporting requirements, ESA may cancel the services provided without notice. The parties hereto acknowledge and agree that this Addendum shall be governed by and subject to, including, without limitation, the Agreement Services and Provisions Article.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2011-35**

AGREEMENT: (L.5.2.9.) A by-law to authorize the execution of an agreement between the City and Parks Canada.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to The Ontario Heritage Act, R.S.O. 1990, c.O.18, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

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" attached hereto, dated February 22, 2011 and made between the City and Parks Canada to install a plaque stand and a bronze plaque commemorating Passenger and Packet Freighters on the Upper Great Lakes National Historic Event at the Roberta Bondar Park alongside MS Norgoma.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

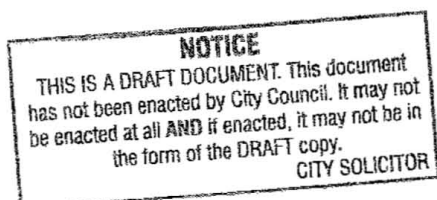
This by-law takes effect on the day of its final passing.

PASSED in open Council this 22nd day of February, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

Bylaws\2011\2011-35 Agreement Parks Canada



AGREEMENT TO INSTALL A COMMEMORATIVE PLAQUE

I, *the City of Sault Ste. Marie, represented by its delegate, the Mayor*, grant the Parks Canada Agency permission to install on my property a plaque stand and a bronze plaque commemorating *Passenger and Packet Freighters on the Upper Great Lakes National Historic Event* at the following location:

Roberta Bondar Park alongside MS Norgoma (off Foster Drive) in the City of Sault Ste. Marie

Unless otherwise indicated, the owner agrees that:

- the plaque will remain the exclusive property of the Parks Canada Agency;
- the Parks Canada Agency will remain solely responsible for the installation of the plaque;
- the Parks Canada Agency will remain solely responsible for the maintenance of the plaque; and,
- the Parks Canada Agency will in no way be responsible for providing safe access to the plaque.

The owner also agrees, unless otherwise indicated, to:

- not under any circumstances move, modify or repair the plaque or its stand, but rather notify the Parks Canada Agency of any damage as soon as possible;
- grant Parks Canada Agency employees, agents and representatives reasonable access to the property so that they can maintain the plaque; and,
- allow others reasonable access to the property so that they can read the plaque.

It is understood that the owner may at any time request, in writing, that the Parks Canada Agency remove the plaque.

Owner's name and address:

City of Sault Ste. Marie
99 Foster Drive, PO Box 580
Sault Ste. Marie, Ontario P6A 5N1
Telephone: (705) 759-5344
Fax: (705) 541-7171
City of Sault Ste. Marie delegate: Debbie Amaroso, Mayor

~~Owner's signature~~

CITY CLERK - MALCOLM WHITE

Parks Canada Agency representative: *Mike Walton*

Title: *Field Unit Superintendent, Northern Ontario*

Telephone: *(807) 346-2901*

Parks Canada representative's signature: _____

Signed at _____ on the _____ day of _____, 2011.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-30

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2011:

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-30 Parking Officers – Private lots

NOTICE

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

CITY SOLICITOR

10(C)

SCHEDULE "A"

BADGE NO.	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12	ROUSE, BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35	ORR, DEREK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
37	MILLER, STEVE	NORPRO SECURITY	REGENT PROP/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
59	BARONE, MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109	SEBECIC, JOHN, LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113	TAYLOR, GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE, RICARDO, JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138	CAIN, JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151	PARR, DEREK, RAYMOND	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP, CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI, ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
186	HARMAN, JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
191	BROWN, STEVEN, GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
198	SEABROOK, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240	MASON, STEPHEN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241	COGHILL, ROBIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
248	CHAN, GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST. / 129 SECOND LINE W
249	CHO, LINDA	DR. RAYMOND CHO	71 & 131 EAST ST. / 129 SECOND LINE W
263	TRAVSON, TERRANCE (TERRY)	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
274	DAVIDSON, JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
276	SMITH, DENNIS, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
297	SWIRE, WILLIAM, JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
299	DIMMA, WILLIAM, GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
314	AASEN, PAULINE	UNIT PARK	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
321	LORENZO, COREY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
334	MILLER, BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
336	GROSSO, DONALD	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
342	PICK, DENNY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
343	CHILLMAN, JODI	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
344	HARPE, KENNEITH	DAYS INN	DAYS INN HOTEL
345	SETCHELL, RODDY	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
346	HAZELTON, MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354	STEEVES, ROBERT	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
366	TROINOW, VICTORIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
369	CARMICHAEL, MARY	ON, FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN, LOUIS	ON, FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE, ROBERT	ON, FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT, ALAIN	ON, FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN, ANJA	ON, FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376	FINN, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
377	BADGERO, PAUL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
379	MANGONE, MATTHEW	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
380	MARIN, MARTY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
384	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
385	LOUBERT, JACOB	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
389	SANDIE, KEVIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
391	MCLEOD, HEIDI	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
392	MEINCKI, KENNETH	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
395	KELLY, PATRICK	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
396	THOMAS, RANDELL	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
404	HUDSON, BRIAN	CORPS OF COMM	22 BAY ST. (FEDERAL BUILDING)
405	MATCHETT, CASEY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
406	LEBLANC, SERGE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
409	MOAR, ALEXANDRA	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNER, HAROLD	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411	MOORE, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
412	MEINCKI, EMILY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
413	HILL, MICHAEL	CORPS OF COMM	SAULT HOSPITAL
419	RAYMO, ADAM	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
420	FABIANO, ANTONIO	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
421	DUNN, PATRICK	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
422	BENNETT, JEFF	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
423	VANDERKLIFT, DYLAN	CORPS OF COMM	SAULT HOSPITAL
425	ELLIS, MARTY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
426	DIMMA, JUSTIN	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
428	DIAS, JASON	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
429	STEWART, MARK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	RUSCIO, DOMINIC	MAJOR CONST.	TRAVELODGE
431	DICKSON, SHANE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
433	MAJOR, ROBERT	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
435	TRUMBLE, GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
436	COUTURIERE, NATASHA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
438	GRASLEY, JOSEPH	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
439	LAMBERT, JOSEPH	UNIT PARK	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
440	HAMMERSTEDT, ERIC	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA
441	WILSON, DAVID	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
442	MARTIN, MATTHEW	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

444	MARSHALL, JONATHAN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
445	HALLIDAY, DANA	SAULT COLLEGE	SAULT COLLEGE
447	FRIGAULT, JESSE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
449	ARCHIBALD, THOMAS	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
450	CHAPMAN, DANIEL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
451	KELLY, PATRICK	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
452	ROGERS, RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
453	DERASP, RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
454	LAPRADE, DANIEL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
455	BOYCHUK, BLAINE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
457	REDPATH, BRITTNEY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
458	ROBINSON, GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459	SLEEMAN, RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460	BOUGIE, DAN	CORPS OF COMM	SAULT AREA HOSPITAL
461	DUNN, PATRICK	CORPS OF COMM	SAULT AREA HOSPITAL
462	GAULT, JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463	MORIN, ALEX	CORPS OF COMM	SAULT AREA HOSPITAL
464	DITOMMASO, RYAN	2220917 ONT. INC.	499 BAY ST
465	DELAVALLE, DON	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
466	LA FORCE, JULIE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
467	BERNIER, JUNE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
468	AGNEW, BRENDAN	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
469	SANTELLI, DOMINIC	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
470	WOOLLEY, NATHANIEL	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
471	STOYCHEFF, CHRISTOPHER	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
472	BRUNETTA, ANGELO	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
473	MCCAIG, BRANDON	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
474	MANCUSO, ANTHONY	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
475	TORRANCE, RENEE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
476	DEAR, GREIG	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW NO. 2011-33**

PROPERTY ACQUISITION: (P.4.5.357) a by-law to authorize the City's acquisition of property from 2057597 Ontario Limited for the Third Line Realignment, being a portion of Civic 860 Great Northern Road.

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

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration respectively provided therefore in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da/Bylaws 2011/2011-33 Property Purchase 2057597 Ontario Limited.doc

NOTICE

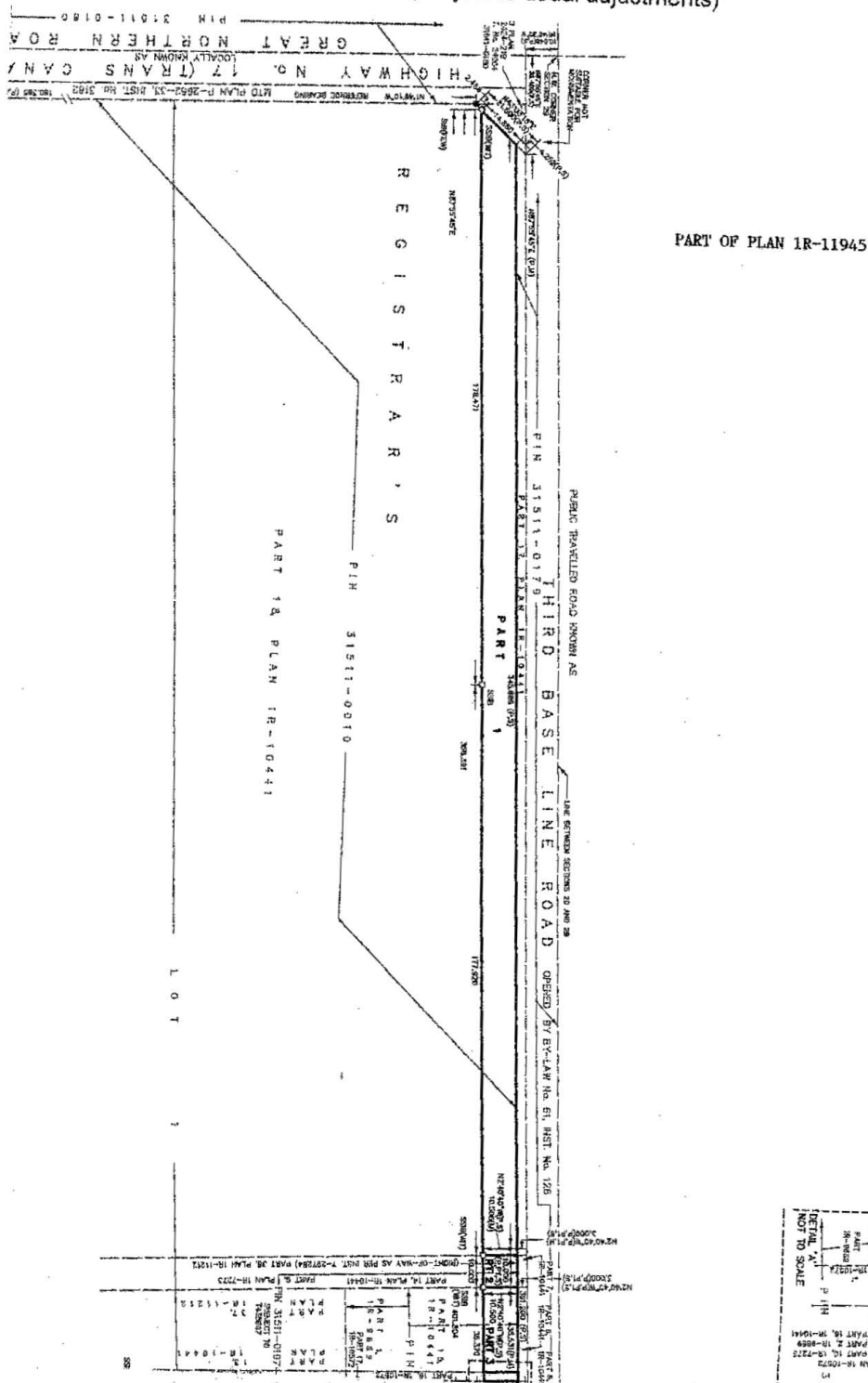
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CITY SOLICITOR

10(d)

SCHEDULE "A" TO BY-LAW 2011-33

PURCHASER: The Corporation of the City of Sault Ste. Marie
VENDOR: 2057597 ONTARIO LIMITED
ADDRESS: Part of civic 860 Great Northern Road
Legally described as PART OF PIN 31511-0010
PT LT 1 RCP H731 TARENTORUS; PT 1 ON
PL 1R11945; SAULT STE. MARIE,
s/t and t/w T0453957
CONSIDERATION: \$270,194.00
(subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-32

PROPERTY SALE: (P.4.6.391) to authorize the conveyance of part of 372 Wellington Street West, (north west corner Carmen's Way and Wellington Street West, being shown as Part 2 on Plan 1R-12023 to Pajovi Inc. or as otherwise directed by them.

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

1. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons noted in Schedule "A" attached (or to such other person or companies directed) and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A", subject to the retention of easements, if required.

3. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. SCHEDULE "A"

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

5. EFFECTIVE DATE

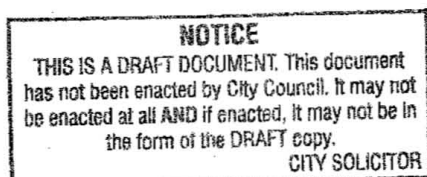
This by-law takes effect on the day of its final passing.

PASSED in open Council this 22nd day of February, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da/By-law 2011/2011-32 Pajovi Inc prop.doc



106e)

SCHEDULE "A" TO BY-LAW 2011-32

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

PURCHASER: PAJOVI INC.

ADDRESS: part of 372 Wellington Street West

LEGAL DESCRIPTION: PART PIN 31572-0244 (LT) PT LT 33 AND 34,
BLOCK 5, PL 402; PT 2 1R-12023

CONSIDERATION: \$1.00
(subject to the usual adjustments)

PLAN 1R-12023

RECEIVED AND DEPOSITED

DATE: January 31, 2011

"Louise Reda"

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

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

Jan. 28/2011
DATE

F.E. Wall
F.E. WALL

PLAN OF SURVEY OF
PART of LOTS 33 and 34
AND
PART of 4.267m LANE
BLOCK 5
REGISTERED PLAN No. 402
IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA

SCALE 1 : 250

F.E. WALL O.L.S.

BEARING NOTE:

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE
WEST LIMIT OF PART 12, AS SHOWN ON PLAN 1R-5204,
HAVING A BEARING OF N9°24'15"E.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

- THIS SURVEY AND PLAN ARE CORRECT AND IN
ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS
ACT AND THE LAND TITLES ACT AND THE REGULATIONS
MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 11th DAY
OF JUNE, 2010.

Jan. 28/2011
Sault Ste. Marie, Ontario

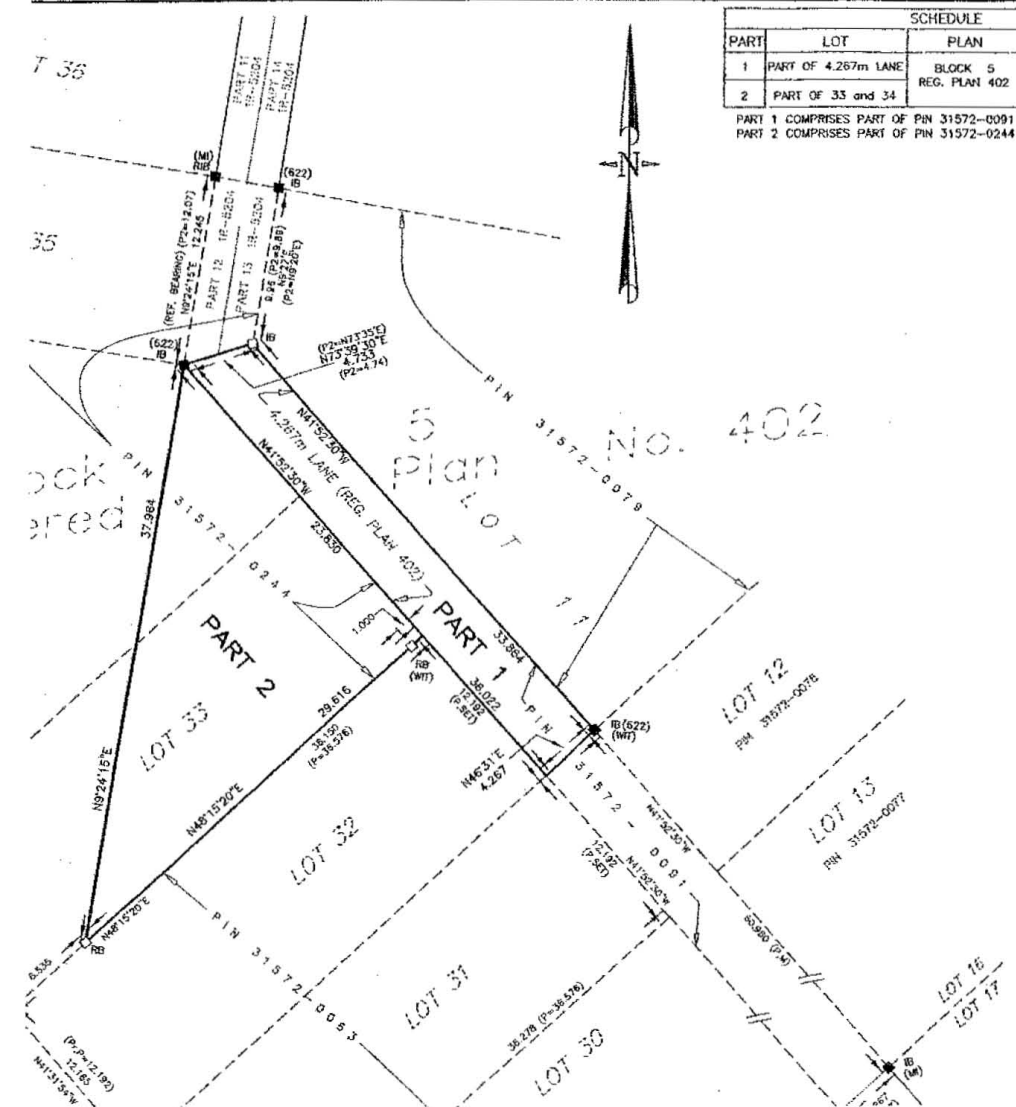
F.E. Wall
F.E. WALL
Ontario Land Surveyor

LEGEND

- DENOTES FOUND MONUMENT
- DENOTES PLANTED MONUMENT
- IB DENOTES IRON BAR (5/8"SQ.x24")
- SIB DENOTES STANDARD IRON BAR (1"SQ.x48")
- RIB DENOTES ROUND IRON BAR
- P DENOTES REGISTERED PLAN No. 402

SCHEDULE			
PART	LOT	PLAN	PIN
1	PART OF 4.267m LANE	BLOCK 5 REG. PLAN 402	PART OF 31572-0091
2	PART OF 33 and 34		PART OF 31572-0244

PART 1 COMPRISES PART OF PIN 31572-0091
PART 2 COMPRISES PART OF PIN 31572-0244



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-34

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Lake Street from Queen Street East to its south end at Bellevue Park to facilitate the Dragon Boat Festival on June 11, 2011.

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

1. **TEMPORARY CLOSING OF LAKE STREET FROM QUEEN STREET EAST TO ITS SOUTH END AT BELLEVUE PARK**

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Lake Street from Queen Street East to its south end at Bellevue Park to facilitate the Dragon Boat Festival on June 11, 2011 from 7:00 a.m. to 7:00 p.m.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

BYLAWS\2011\2011-34 – TEMP ST CLOSING – DRAGON BOAT RACES

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-165

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Arthur Street from Retta Street to Glenholme Drive under Section 3 of the Municipal Act, 2001, Ontario Regulation 566/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this 22 day of February, 2011

~~ACTING MAYOR ROXIE GRANDINETT~~
DEBBIE AMAROSO

CITY CLERK- MALCOLM WHITE

FIRST reading: November 8, 2010

SECOND reading: November 8, 2010

THIRD reading: February 22, 2011

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CITY SOLICITOR



1069

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-165, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work

Construction of:

Construction of sanitary sewer, private drain connection and Class "A" pavement

On:

Arthur Street

From:

Retta Street

To:

Glenholme Drive

Estimated Cost of Work

\$448,606.00

Estimated Assessable Abutting Frontage

86.9m (Sanitary sewer)
168.0m (Class "A" pavement)

Estimated Cost to be Borne by Assessable Abutting Property

\$ 4,169.55 (Sanitary sewer)
\$13,354.39 (Class "A" pavement)

Estimated Cost to be Borne by The Corporation

\$431,082.06

Special Rate per Metre Frontage

\$30.50 (Sanitary sewer)
\$79.50 (Class "A" pavement)

Special Rate per Private Drain Connection

\$304.00

Estimated Interest Rate Term

4%
10 years

Estimated Annual Rate per Metre Frontage

\$3.76 (Sanitary sewer)
\$9.80 (Class "A" pavement)

Estimated Annual Rate per Private Drain Connection

\$37.48

Estimated Lifetime of the Work

20 years

Respectfully submitted,

Carl Rumel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2010-165

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-5-02	Arthur Street	Retta Street	Glenholme Drive	110m	250mm	6	86.9m	\$4,169.55

CR/al
2010 11 08

1069.

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-165

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-7-02	Arthur Street	Retta Street	Glenholme Drive	110m	10.0m	n/a	168.0m	\$13,354.39

CR/al
2010 11 08

1069

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-166

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Glenholme Drive from Wellington Street East to Arthur Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

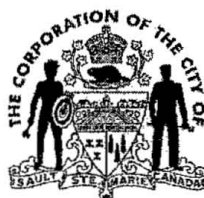
Read the THIRD time and PASSED in open Council this 22 day of February, ~~2010~~ 2011

~~XXXXX~~ ACTING MAYOR - JOZIE GRANDINETT
DEBBIE AMAROSO

CITY CLERK- MALCOLM WHITE

FIRST reading: November 8, 2010
SECOND reading: November 8, 2010
THIRD reading: February 22, 2011

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CITY SOLICITOR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-166, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work

Construction of:

Construction of sanitary sewer, private drain connection and Class "A" pavement

On:

Glenholme Drive

From:

Wellington Street East

To:

Arthur Street

Estimated Cost of Work

\$1,215,112.00

Estimated Assessable Abutting Frontage

460.2m (Sanitary sewer)
513.5m (Class "A" pavement)

Estimated Cost to be Borne by
Assessable Abutting Property

\$22,852.77 (Sanitary sewer)
\$40,823.11 (Class "A" pavement)

Estimated Cost to be Borne by
The Corporation

\$1,151,436.12

Special Rate per Metre Frontage

\$30.50 (Sanitary sewer)
\$79.50 (Class "A" pavement)

Special Rate per Private Drain Connection

\$304.00

Estimated Interest Rate
Term

4%
10 years

Estimated Annual Rate per Metre Frontage

\$3.76 (Sanitary sewer)
\$9.80 (Class "A" pavement)

Estimated Annual Rate per Private Drain Connection

\$37.48

Estimated Lifetime of the Work

20 years

Respectfully submitted,

Carl Rumel

Carl Rumel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti
Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2010-166

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-5-03	Glenholme Drive	Wellington Street East	Arthur Drive	320m	250mm	35	460.2m	\$22,852.77

CR/al
2010 11 08

15/6/11

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-166

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-7-03	Glenholme Drive	Wellington Street East	Arthur Street	320m	10.0m	n/a	513.5m	\$40,823.11

CR/al
2010 11 08

(47)al

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-167

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on John Street from Wellington Street West to Conmee Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this 22 day of February , ~~2010~~ 2011

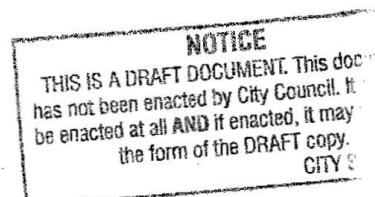
~~ACTING MAYOR - OZZIE GRANDINETTI~~
DEBBIE AMAROSO

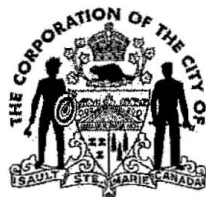
CITY CLERK- MALCOLM WHITE

FIRST reading: November 8, 2010

SECOND reading: November 8, 2010

THIRD reading: February 22, 2011





THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-167, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	John Street
	From:	Wellington Street West
	To:	Conmee Avenue
Estimated Cost of Work		\$5,000,000.00
Estimated Assessable Abutting Frontage		1,544.7m (Sanitary sewer) 1,577.1m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$ 82,290.91 (Sanitary sewer) \$125,379.80 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$4,792,329.29
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate		4%
Term		10 years
Estimated Annual Rate per Metre Frontage		\$3.76 (Sanitary sewer) \$9.80 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$37.48
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Carl Rumel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2010-167

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-5-06	John Street	Wellington Street West	Conmee Avenue	910m	250-600mm	n/a	1,544.7m	\$82,290.91

CR/al
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CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-167

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-7-04	John Street	Wellington Street West	Conmee Avenue	910m	10.0m	n/a	1,577.1m	\$125,379.80

CR/al
2010 11 08

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