

AGENDA

REGULAR MEETING OF CITY COUNCIL

2008 08 18

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Regular Council Meeting of 2008 07 21 be approved.

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

3. APPROVE AGENDA AS PRESENTED

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

Resolved that the Agenda for the 2008 08 18 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Dr. Celia Ross, President; and Bud Wildman, Chair Algoma University Board of Governors will be in attendance concerning Proclamation - Algoma University Week.
- (b) Susan Milne and Georgina Naccarato on behalf of the Skatepark Fundraising Committee will be in attendance with an update to Council on fundraising efforts and concerning agenda item 5.(l).
- (c) Jayson Zwierschke, President Enquest Power Corporation will be in attendance concerning agenda item 6.(3)(a).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Mover - Councillor T. Sheehan

Seconder - Councillor F. Fata

Resolved that all the items listed under date 2008 08 18 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO, OGRA and FCM is attached for the information of Council.
- (b) Correspondence from the Township of Muskoka Lakes (concerning a request for improvements in MPAC operations); the Township of Hilliard (concerning petitioning the Province of Ontario to license electric cars); and Township of Galway-Cavendish and Harvey (concerning protecting Canada's water resources from export and toxic dumping) is attached for the information of Council.
- (c) A letter from the resident of 310 Fifth Line East concerning rubbish on streets and on roadside ditches that blows or falls out of vehicles traveling to the landfill site is attached for the information of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor D. Celetti

Resolved that the letter dated 2008 08 04 from the resident of 310 Fifth Line East concerning rubbish on streets and on roadside ditches that blows or falls out of vehicles traveling to the landfill site BE REFERRED to the City Solicitor and to the Commissioner of Public Works and Transportation for review and report back to Council.

- (d) A letter from the Chairman of the Board, Quebec 400th Anniversary thanking the city for taking part in the bell ringing event is attached for the information of Council.
- (e) A letter of request for a temporary street closing is attached for the consideration of Council.
 - 1) on Queensgate Boulevard in conjunction with a Street Gathering (September 6th; rain date September 13th). The relevant By-law 2008-151 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (f) Correspondence concerning a request for permission to hold a special occasion permit event at an outdoor municipal facility is attached for the consideration of Council.

5. (f) Mover - Councillor S. Myers
Seconder - Councillor F. Fata
Resolved that the following request to hold a Special Occasion Permit event at a municipal facility on the stated date and times be endorsed by City Council:
Roberta Bondar Pavilion
Sault Area Hospital Foundation
RBC Financial Group Chilifest
September 7th from 12:00 noon to 4:00 p.m.
- (g) **Staff Travel Requests**
A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover - Councillor S. Myers
Seconder - Councillor D. Celetti
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 08 18 be approved as requested.
- (h) **Tender for Grinding of Stockpiled Used Asphalt**
A report of the Manager of Purchasing is attached for the consideration of Council.

Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
Resolved that the report of the Manager of Purchasing dated 2008 08 18 be endorsed and that the tender for the Grinding of Stockpiled Used Asphalt, required by the Public Works and Transportation Department, be awarded as recommended.
- (i) **Property Tax Appeals**
A report of the City Tax Collector is attached for the consideration of Council.

Mover - Councillor T. Sheehan
Seconder - Councillor D. Celetti
Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's reports of 2008 08 18 be approved and the tax records be amended accordingly.
- (j) **Essar Centre - Naming Rights Sponsorship**
A report of the Commissioner of Community Services is attached for the consideration of Council. This is in response to a Council resolution dated 2008 04 28. The relevant By-law 2008-152 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (k) **Essar Centre - Stair Enclosures for the Southeast and Southwest Exterior Stairs**

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 2008 08 18 concerning Essar Centre - Stair Enclosures for the Southeast and Southwest Exterior Stairs be accepted and the recommendation that Council approve the tender of Graham B. Newman Construction in the amount of \$253,450.00; and further that Council authorize the increased cost in the project, estimated at \$66,450.00 for a total project cost of \$281,450.00; and that the increase (\$66,450.00) be funded from the 5% Sub-Dividers Reserve be approved.

(l) **Skatepark Project**

A report of the Commissioner of Community Services on behalf of the Skatepark Sub-Committee is attached for the consideration of Council. This is in response to a Council resolution dated 2008 06 23.

Mover - Councillor S. Myers

Seconder - Councillor D. Celetti

Resolved that the report of the Commissioner of Community Services on behalf of the Skatepark Sub-Committee dated 2008 08 18 concerning Skatepark Project be accepted; and further that the matter BE REFERRED to appropriate staff to determine if the shortfall of approximately \$175,000.00 can be allocated from existing City resources and report back to Council at the September 8th meeting.

(m) **Contract 2008-6E - Miscellaneous Asphalt Repaving**

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

Mover - Councillor T. Sheehan

Seconder - Councillor F. Fata

Resolved that the report of the Design and Construction Engineer dated 2008 08 18 concerning Contract 2008-6E - Miscellaneous Asphalt Repaving be accepted as information.

(n) **Monitoring Wells West of Landfill Site**

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

5. (n) Mover - Councillor T. Sheehan
Seconder - Councillor D. Celetti
Resolved that the report of the Land Development and Environmental Engineer dated 2008 08 18 concerning Monitoring Wells West of Landfill Site be accepted and the recommendation to proceed with the installation of an additional 5 monitoring wells this fall at an estimated cost of \$40,000.00 with funds to come from the Waste Disposal Site Reserve be approved.
- (o) **Landfill Gas Collection**
A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover - Councillor S. Myers
Seconder - Councillor F. Fata
Resolved that the report of the Land Development and Environmental Engineer dated 2008 08 18 concerning Landfill Gas Collection be accepted and the recommendation that TSH Engineers and Dillon Consulting prepare the application for funding for the design and construction of a landfill gas collection system within the budget and consulting agreement, for the waste management environmental assessment, and furthermore, to continue to communicate with the Green Municipal Corporation regarding securing carbon credits for the destruction of landfill gas be approved.
- (p) **Designated Fire Route - Private Property - 40 Sunnydale Road**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2008-147 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (q) **Property Exchange Involving the City, Studio 10 and the St. Mary's River Bridge Company (International Bridge Authority)**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2008-144 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (r) **Issuing a Request for Proposals for Professional Collection Services for POA Accounts Receivables**
A report of the Court Liaison Supervisor Provincial Offences Division is attached for the consideration of Council.

5. (r) Mover - Councillor S. Myers
Seconder - Councillor D. Celetti
Resolved that the report of the Court Liaison Supervisor Provincial Offences Division dated 2008 08 07 concerning Issuing a Request for Proposals for Professional Collection Services for POA Accounts Receivables be accepted and the recommendation that Council authorize issuing a request for proposal for professional collection services be approved; and
Further resolved that the Minister of the Attorney General be requested to approve the addition of collection costs to municipal POA receivables.
- (s) **Replacement of One (1) Para Bus and One (1) Heavy Duty, Forty Foot Bus - Funded From the 2008 Ontario Bus Replacement Program (OBRP) and the Provincial Public Transit Grant**
A report of the Transit Manager is attached for the consideration of Council. The relevant By-law 2008-153 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
Resolved that the report of the Transit Manager, Public Works and Transportation dated 2008 08 18 concerning Bus Replacement be accepted; and further that funding from the Ontario Bus Replacement Program and the Provincial Public Transit Grant be combined for the tender and purchase of one (1) parabus and one (1) heavy duty 40-foot bus at an estimated combined cost of \$550,000.00 be approved.
- (t) **Proposed Bylaw for the Control and Management of Curb Side Scavenging**
A report of the Waste Diversion Supervisor is attached for the consideration of Council. The relevant By-law 2008-149 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (u) **Request for Signage at McNabb Street/Black Road Intersection**
A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council. This is in response to a Council resolution dated 2008 05 26.
Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2008 08 18 with respect to a request for signage at McNabb Street/Black Road intersection be accepted; and further that no action be taken with respect to signs or pavement marking changes at the intersection.

5. (v) **Excessive Speeds and Traffic Concerns on Rushmere Drive**
A report of the Chief of Police and a report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council. This is in response to Council resolutions dated 2008 05 26 and 2008 07 21.

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

Resolved that the report of the Chief of Police dated 2008 06 30 concerning City Council Resolution - Excessive Speeding on Rushmere Drive be accepted as information; and

Further resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2008 08 18 also be accepted as information; and

Further that Police Service continue to monitor the speed of vehicles on Rushmere Drive.

(w) **Sault Ste. Marie Police Service 2007 Annual Report**

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

Note: The 2007 Annual Report is provided under separate cover.

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

Resolved that the report of the Chief of Police dated 2008 07 17 concerning the Sault Ste. Marie Police Service 2007 Annual Report be accepted as information.

PART TWO – REGULAR AGENDA

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

6. (3) **ENGINEERING**

(a) **Request From EnQuest Power Corporation to Enter Into a Memorandum of Understanding With the Corporation of the City of Sault Ste. Marie**

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

6. (3)
- (a) Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
- Resolved that the report of the Land Development and Environmental Engineer dated 2008 08 18 concerning Request from EnQuest Power Corporation to enter into a Memorandum of Understanding with the Corporation of the City of Sault Ste. Marie be accepted and the recommendation
1. that the MOU be entered into with EnQuest Power Corporation for a six-month period of time which will allow EnQuest to further prove/support their claims to both the City and the MOE; and
 2. that following the six-month stage, a further report be prepared by Staff for Council to present the success/failure of the pilot project based on the criteria established by the MOE and the City; and
 3. that Council approve the continuance of the landfill operation and the City's continuing investigation of the present waste management EA study, be approved.

(b) **Sussex Road Bridge**

A report of the Director of Engineering Services is attached for the consideration and direction of Council. This is in response to a Council resolution dated 2008 07 21.

Mover - Councillor T. Sheehan

Seconder - Councillor D. Celetti

Resolved that the report of the Director of Engineering Services dated 2008 08 18 concerning Sussex Road Bridge be accepted as information.

Mover - Councillor F. Fata

Seconder - Councillor S. Myers

Whereas the residents in the Sussex Road/Farewell Terrace area have enjoyed the use of a two-way bridge on Sussex Road between Farewell Terrace and Korah Road for several generations; and

Whereas this bridge was originally constructed by the Township of Korah when this neighbourhood was in fact part of the said Township; and

Whereas the existence of this bridge has assisted in relieving much of the traffic burden that otherwise would be using a very busy section of Second Line; and

Whereas it has been determined that the said bridge is now unsafe to continue using and therefore needs to either be replaced or the street dead-ended; and

Whereas Council wishes to continue to provide the same historical service to the neighbourhood by replacing the structure with a new two-lane structure;

Now therefore be it resolved that City Council authorizes the Engineering Department to commence the design for the replacement of this bridge and that it be placed as a priority item on the 2009 Capital construction slate of projects be approved.

6. (6) **PLANNING**

- (a) **Application No. A-17-08-Z - Fred and Sandra Gordon - 1425 Old Garden River Road - Request to Amend Zoning By-law to Permit Outdoor Storage of Landscaping Stone**

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

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

Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-17-08-Z - Fred and Sandra Gordon be accepted and the Planning Director's recommendation that City Council approves the applicant's request to rezone the subject property from Rural Area (RA) zone to Rural Area with a Special Exception (RA.S) zone to permit the outdoor storage of landscaping stone only, in addition to those uses permitted in the Rural Area zone, subject to the following condition: 1. that the outdoor storage area be located in the rear yard, with a minimum setback of 150m from the front lot line, and a minimum 40m setback from the east side lot line be endorsed.

- (b) **Application No. A-19-08-Z - Victor Alfano - 248 Wallace Terrace - Request to Amend Zoning By-law to Permit Parking in Association With Abutting Commercial Use (Auto Body Shop)**

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

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

Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-19-08-Z - Victor Alfano be accepted and the Planning Director's recommendation that City Council rezone the subject property from Low Density Residential (R3) zone to Low Density Residential with a Special Exception (R3.S) zone to permit the parking of vehicles in association with the auto body shop located at 252 Wallace Terrace only, in addition to the uses permitted within the (R3) zone, subject to the 5 conditions contained in the report be endorsed.

- (c) **Application No. A-20-08-Z.OP - Neil Martin - 1131 Maki Road - Request to Amend Official Plan to Permit a Rural Residential Dwelling**

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

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

Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-20-08-Z.OP - Neil Martin be accepted and the Planning Director's recommendation that City Council DENY the applicant's request for an Official Plan Amendment and Rezoning to permit residential development on the subject property be endorsed.

6. (6)
(d) **Application No. A-24-08-Z - Palmer Construction Group Inc. - 99 Northern Avenue East - Request to Permit Construction of an Office Building to Accommodate Community Living Algoma**
A report of the Planning Division is attached for the consideration of Council.

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

Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-24-08-Z - Palmer Construction Group Inc. be accepted and the Planning Director's recommendation that City Council approve a Special Exception to the General Commercial (C4) regulations to reduce the required front yard setback from 7.5m to 7.0m and the required exterior yard setback from 7.5m to 4.7m be endorsed.

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

- (a) **Note:** The following motion was provided as a Notice of Motion on the 2008 07 21 agenda and is now on the agenda for the consideration of Council.

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

Resolved that Council discuss the merit of adopting the mantle as "Greenest City in Canada" or "Alternative Energy Capital of Canada".

Items to be considered:

- 1) is the claim defensible?
- 2) potential cost implications?
- 3) community support?
- 4) any downside to laying claim to the title?
- 5) organizational support: Green Committee, Economic Development Corporation, Chamber of Commerce, Educational Institutions?
- 6) communications strategy?
- 7) kick off event?

- (b) Mover - Councillor T. Sheehan
Seconder - Councillor J. Caicco

Whereas construction of the most recent phase of the City's boardwalk has been completed and is being enjoyed by many residents and visitors alike; and Whereas members of City Council and staff continue to receive many compliments with respect to this phase of the City's waterfront walkway; and Whereas the City of Sault Ste Marie has been recognized by many other cities for its waterfront development and, in particular, its walkway and bicycle paths along the St. Mary's River; and

7. (b) Whereas the completion of the City's hub trail initiative involves the continuation of the walkway system from the City's waterfront to several tourist attractions including the Sault Ste. Marie Museum, the Bush Plane Museum, the Ermatinger National Historic Site (Old Stone House) and the Clergue Block House and further connecting to other portions of the trail; and
Whereas it is imperative that the City not lose its current momentum in seeing this project continued through to its completion;
Now therefore be it resolved that appropriate City staff prepare a report for Council detailing the next steps to be taken including required design, funding and proposed time frames, to ensure that this very important initiative be completed at the earliest opportunity.

(c) Mover - Councillor P. Mick
Seconder - Councillor B. Hayes

Whereas Manitou Park Subdivision has two access roads: The Boundary, Frontenac, Adeline, McNabb intersection which also includes a railway crossing and the Manitou Drive extension which has a stop sign necessitating local residents to wait several minutes to exit the subdivision during busy times; and
Whereas there is a Propane Depot and numerous oil tanks on McNabb Street near this exit;

Therefore be it resolved that Council requests appropriate staff to report back on measures taken to ensure the safety and evacuation of Manitou Park residents in the case of a fire or explosion.

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) 2008-152 A by-law to authorize the execution of the Naming, Advertising and Sponsorship Agreement between the City and Essar Steel Algoma Inc.
A report from the Commissioner of Community Services is on the agenda.
- (b) 2008-153 A by-law to authorize the execution of a Letter of Agreement between the City and the Ontario Minister of Transportation for funding under the Ontario Bus Replacement Program.

10. (b) A report from the Transit Manager is on the agenda.

FIRE ROUTE

- (c) 2008-147 A by-law to amend Fire Route By-law 81-404.

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

PARKS

- (d) 2008-146 A by-law to amend By-law 80-128 (being a by-law for the use, regulation, protection and government of the municipal parks in the City of Sault Ste. Marie).

Approved by Council Resolution on July 21, 2008.

PROPERTY SALE

- (e) 2008-144 A by-law to authorize the sale of a portion of property located on lower Hudson Street to the registered owner of 89 Hudson Street.

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

REGULATIONS

- (f) 2008-149 A by-law for the control and management of refuse and recycling scavenging.

A report from the Waste Diversion Supervisor is on the agenda.

TEMPORARY STREET CLOSING

- (g) 2008-151 A by-law to permit the temporary street closing of a portion of Queensgate Boulevard on September 6, 2008 (rain date September 13, 2008) between the hours of 12:00 noon to 10:00 p.m. to facilitate a neighbourhood street gathering.

ZONING

- (h) 2008-150 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 99 Northern Avenue East (Palmer Construction Group).

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 T. Sheehan

Seconder - Councillor F. Fata

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES
REGULAR MEETING OF CITY COUNCIL
2008 07 21
4:30 P.M.
COUNCIL CHAMBERS

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

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, J. Dolcetti, S. Hamilton-Beach, P. McAuley, N. Apostle, B. Freiburger, B. Strapp

1. ADOPTION OF MINUTES

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that the Minutes of the Regular Council Meeting of 2008 07 07 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the Agenda for the 2008 07 21 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Stephanie Kwolek, recipient of a Canada Millennium Scholarship Foundation Award was in attendance for special recognition by Mayor Rowswell.
- (b) Brian Curran, President and C.E.O., PUC Inc. was in attendance concerning agenda item 5.(t).
- (c) Roger Kinghorn was in attendance concerning agenda item 5.(u).

4. (d) Bill Therriault, Chair Multimodal Task Force was in attendance concerning agenda item 6.(8)(a).
- (e) Errol Caldwell, Executive Director Science Enterprise Algoma and Greg Punch, President Economic Development Board were in attendance concerning agenda item 6.(8)(b).

PART ONE – CONSENT AGENDA

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

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that all the items listed under date 2008 07 21 - Part One - Consent Agenda [save and except 5.(k) and 5.(l) - both referred back to staff] be approved as recommended. CARRIED.

- (a) Correspondence from AMO and OGRA was received by Council.
- (b) Letters of request for temporary street closings were accepted by Council.
1) on Queen Street (East to Brock) and for a by-law to prohibit uninvited vendors from locating on the festival grounds in conjunction with the 2008 Buskerfest Festival being held August 8, 9 and 10, 2008
2) on Albert Street East (Dennis to Bruce) in conjunction with construction work at Campbell Place, 275 Albert Street East on July 28th.
The relevant By-laws 2008-137 and 2008-138 and 2008-140 are listed under Item 10 of the Minutes.
- (c) Correspondence concerning requests for permission to hold special occasion permit events at an outdoor municipal facility was accepted by Council.

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

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

- 1) Ontario Slow Pitch/Wingnuts Eatery
Ontario Slow Pitch Tournament
Strathclair Field
August 22, 23 and 24, 2008 from 11:00 a.m. to 11:00 p.m.
- 2) Bankers Baseball League/Wingnuts Eatery
Bankers League Baseball Tournament
Strathclair Field
August 16 and 17, 2008 from 11:00 a.m. to 9:00 p.m. CARRIED.

5. (d) **Staff Travel Requests**
The report of the Chief Administrative Officer was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 07 21 be approved as requested. CARRIED.
- (e) **Tender for Event Security Services - Arenas**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Manager of Purchasing dated 2008 07 21 be endorsed and that the tender to supply Event Security Services at the City's Arenas, required by the Community Services Department be awarded as recommended. CARRIED.
- (f) **Tenders for Equipment - Public Works and Transportation Department**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Manager of Purchasing dated 2008 07 21 be endorsed and that the tenders for the supply and delivery of various pieces of equipment, required by the Public Works and Transportation Department be awarded as recommended. CARRIED.
- (g) **2007 Financial Statements**
The report of the Commissioner of Finance and Treasurer was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 07 21 be accepted and the 2007 Consolidated Financial Statements be approved. CARRIED.
- (h) **PSAB 3150 Update**
The report of the Commissioner of Finance and Treasurer was accepted by Council.

5. (h) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 07 21 concerning Public Sector Accounting Board (PSAB) 3150 Update be accepted and the recommendation that Council proceed with the implementation of PSAB 3150 and approve the Tangible Capital Asset Policy be approved. CARRIED.
- (i) **Tax Sale Extension Agreement - 641 Queen Street East - Roll Number - 020-042-168**
The report of the City Tax Collector was accepted by Council. The relevant By-law 2008-136 is listed under Item 10 of the Minutes.
- (j) **Bellevue Park Locomotive - Update Report**
The report of the Manager of Recreation and Culture on behalf of the Parks and Recreation Advisory Committee was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Manager of Recreation and Culture on behalf of the Parks and Recreation Advisory Committee dated 2008 07 21 concerning Bellevue Park Locomotive - Update be accepted as information. CARRIED.
- (k) **Ken Danby Recognition**
The report of the Manager of Recreation and Culture on behalf of the Cultural Advisory Board was received by Council.

Moved by Councillor L. Tridico
Seconded by Councillor T. Sheehan
Whereas City Council has been presented with a petition of concern from the seniors who reside in Villa Santa Maria at 4 East Street, concerning the implications of the proposed street re-naming; and
Whereas it appears that there may be an opportunity to name the roadway which exits Lower East Street in a westerly direction and which forms the northerly boundary of Clergue Park, without causing address changes for the residents of Lower East Street;
Now therefore be it resolved that item 5.(k) BE REFERRED back to the Manager of Recreation and Culture and to the Cultural Advisory Board to consider the naming of this roadway as an alternative to the re-naming of Lower East Street and that all other options in addition to this one be considered. CARRIED.

5. (k) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Manager Recreation and Culture on behalf of the Cultural Advisory Board dated 2008 07 21 concerning Ken Danby Recognition be accepted and the recommendation that Council honour the contribution of the late Ken Danby as follows:
1. rename lower East Street south of Bay Street to "Ken Danby Way";
2. erect a plaque with appropriate wording adjacent to Ken Danby Way;
3. add Ken Danby to the City's entrance signs if they are replaced; and
Further resolved that a budget of \$5,000.00 with funds to come from Unforeseen Expenses be established to fund the costs of street signage and the recognition plaque; and
Further that a dedication ceremony be held, be approved. OFFICIALLY READ NOT DEALT WITH.

- (l) **Municipal Bridge No. 27 - Sussex Road**
The report of the Director of Engineering Services was received by Council.
Moved by Councillor F. Fata
Seconded by Councillor D. Celetti
Resolved that Council accept the petition from the residents of Sussex Road and area in which they request that the City replace the Sussex Road bridge for vehicular traffic; and
Further that the petition BE REFERRED to Engineering staff to further review options for rebuilding the Sussex Road bridge for vehicular traffic and report back to City Council at the August 18, 2008 meeting. CARRIED.

- Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Director of Engineering Services dated 2008 07 21 concerning Municipal Bridge No. 27 - Sussex Road be accepted and the recommendation that the Sussex Road bridge be permanently converted to a structure for pedestrians only in the fall of 2008 at an estimated cost of \$15,000.00 if sufficient funds can be identified in the 2008 Miscellaneous Construction Budget be approved. OFFICIALLY READ NOT DEALT WITH.

- (m) **Current Conservation Efforts and Ongoing Environmental Initiatives**
The report of the Land Development and Environmental Engineer was accepted by Council.
Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Land Development and Environmental Engineer dated 2008 07 21 concerning Current Conservation Efforts and Ongoing Environmental Initiatives be accepted as information. CARRIED.

5. (n) **Contract 2008-11E - Northern Avenue Traffic Signals**
The report of the Design and Construction Engineer was accepted by Council.
The relevant By-law 2008-141 is listed under Item 10 of the Minutes.
- (o) **Hub Trail Construction - Finn Hill - City Contract 2008-10E**
The report of the Planning Division was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Planning Division dated 2008 07 21 concerning Hub Trail Construction - Finn Hill - City Contract 2008-10E be accepted and the recommendation that the two bids received for the contract be rejected and that the tender for Contract 2008-10E NOT be awarded, and that staff report back to Council on the five options outlined in the report be approved. CARRIED.
- (p) **Downtown Development Initiative Grant Program**
The report of the Planning Division was accepted by Council

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Planning Division dated 2008 07 21 concerning Downtown Development Initiative Grants be accepted and the recommendation of the Downtown Development Initiative Grant Evaluation Committee that City Council approve the six funding requests described in this report be endorsed. CARRIED.

Mayor J. Rowswell declared a pecuniary interest - Engineering firm rents property under application for a Downtown Development Initiative Grant.

Councillor L. Tridico declared a pecuniary interest - family member has applied for a Downtown Development Initiative Grant.
- (q) **Agreement Between the City and the Sault Ste. Marie Golf Club - Turnaround Easements at the End of Drake, Gravelle and Hussey Streets**
The report of the City Solicitor was accepted by Council. The relevant By-law 2008-135 is listed under Item 10 of the Minutes.
- (r) **Sale of Property to the West of the Cross Country Automotive Call Centre at Pim and Bruce Streets**
The report of the City Solicitor was accepted by Council.

5. (r) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the City Solicitor dated 2008 07 21 concerning Sale of Property to the West of the Cross Country Automotive Call Centre at Pim and Bruce Streets be accepted and the recommendation that:
1. Parts 1 to 9 on 1R 11571 be declared surplus and be made available for purchase with Part 2 being available subject to comments from the Sault Ste. Marie Region Conservation Authority be approved. CARRIED.
- (s) **Reducing After-Hours Park Usage**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 07 21 concerning Reducing After-Hours Park Usage be accepted and the recommendation that Council authorize:
1. By-law 80-128 be amended to indicate all City parks are closed between 10:00 p.m. and 7:00 a.m.; and
2. Appropriate signs be installed at Birchwood, Snowden, Sutton, Parkland, Manzo and Lennox Park; and
3. Police Services be requested to increase enforcement in these parks after 10:00 p.m. whenever they have staff available to do so be approved. CARRIED.
- (t) **2008 Second Quarter Shareholder Report**
The report of the President and C.E.O., PUC Inc. was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the President and C.E.O., PUC Inc. dated 2008 07 15 concerning 2008 Second Quarter Shareholder Report be accepted as information. CARRIED.
- (u) **Ontario Heritage Act Designation - Residences 911 Wellington Street East and 1035 Queen Street East and Ontario Heritage Act Registration - Residence at 162 Cathcart Street**
The report of the Chairperson, Sault Ste. Marie Municipal Heritage Committee was accepted by Council.

5. (u) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Chairperson, Sault Ste. Marie Municipal Heritage Committee dated 2008 07 21 concerning Ontario Heritage Act Designation be accepted and the recommendation that Council approve the designation of the residences at 911 Wellington Street East and 1035 Queen Street East under Part IV of the Ontario Heritage Act; and
Further that the residence at 162 Cathcart Street be registered under Part IV of the Ontario Heritage Act sub-section 21(1.2) as having cultural value or interest be approved. CARRIED.
- (v) **Sault Ste. Marie Public Library 2007 Annual Report**
The report of the Chairperson, Sault Ste. Marie Public Library Board was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Chairperson, Sault Ste. Marie Public Library Board dated 2008 07 21 concerning Sault Ste. Marie Public Library 2007 Annual Report be accepted as information. CARRIED.
- (w) The letter requesting permission for a private property liquor license extension was accepted by Council.

Mover Councillor J. Caicco
Seconder Councillor O. Grandinetti
Resolved that City Council has no objection to the proposed extended licensed areas as detailed in the written request for a liquor license extension on private property for an outdoor event on the following stated dates and times:
Loplop Gallery Lounge
651 Queen Street East
5th Annual Buskerfest
August 8 and 9, 2008. CARRIED.
- (x) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from April 1, 2008 to June 30, 2008 is \$388,382.00 was received by Council.
- (y) **Clergue Park Waterfront Walkway - Bylaw Prohibiting Skateboarding, In-Line Skating and Cycling Within the Unit - Paved Areas and Observation Areas**
The report of the Planning Division was accepted by Council. The relevant By-law 2008-142 is listed under Item 10 of the Minutes.
- (z) An outline of the NASA Develop Program from the recent Mayors of the Great Lakes and St. Lawrence Seaway Conference was received by Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (8) BOARDS AND COMMITTEES

(a) Sault Ste. Marie Transportation Infrastructure Framework

The report of the Chair, Multimodal Task Force was accepted by Council.

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that the report of the Chair, Multimodal Task Force dated 2008 07 21 concerning Sault Ste. Marie Transportation Infrastructure Framework be accepted and the recommendation that Council approve the proposed concept and approach for the development and implementation of a Sault Ste. Marie Gateway Transportation Infrastructure Strategy and that the Chair, Global Gateway Steering Committee regularly apprise Council of the progress of this initiative be approved. CARRIED.

(b) Science Enterprise Algoma Application to the City's Economic Development Fund: Sustainable Biomass Production Zone Project

The report of the CEO, Economic Development Corporation was accepted by Council.

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the report of the CEO, Economic Development Corporation dated 2008 07 14 concerning Science Enterprise Algoma (seA) Application to the City Economic Development Fund - Sustainable Biomass Production Zone Project be accepted and the recommendation to support seA's request for approval of \$67,000.00 from the EDF 2008 with the following conditions:

1. that seA ensures participation and support from the private sector stakeholders at the steering committee level for this project;
2. that Development SSM will assign a staff representative to participate on the committee to ensure private sector investments are serviced by EDC;
3. EDC will hold the \$25,000.00 (third payment) as Sault Ste. Marie's contribution to the Northern Ontario bio-related sector specialist for Innovations Ontario North (ION) until ION has come to an agreement with the new C2C organization on the sector specialist, an ION report on its activities to date, its future strategy, and assurances of collaboration in developing a stronger bio-based economy in Sault Ste. Marie and region, be approved. CARRIED.

7.

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

- (a) Moved by Councillor B. Hayes
Seconded by Councillor T. Sheehan
Whereas the Sault Ste. Marie Canal is designated a national historic site; and
Whereas the Sault Ste. Marie Canal is identified on the Parks Canada homepage as a site containing many items of national heritage; and
Whereas the Parks Canada Agency has a mandate to present nationally significant examples of Canada's national and cultural heritage and foster public understanding, appreciation and enjoyment in ways that ensure the ecological and commemorative integrity for present and future generations; and
Whereas the Sault Ste. Marie Canal acts as an anchor to arguably one of the nicest boardwalks in North America; and
Whereas the Canal is an important tourist destination and economic driver for Sault Ste. Marie and surrounding area; and
Whereas the roadway over the bridge in front of Brookfield Power specifically and along the canal in general is in deplorable condition; and
Whereas the responsibility for road and asphalt maintenance within the Sault Ste. Marie Canal is the responsibility of the Federal Government, specifically Parks and Recreation Canada; and
Whereas the condition of the roads severely compromises the enjoyment of tourists and local visitors alike;
Now therefore be it resolved that by way of this resolution, that the City requests Parks Canada to repair the roads in a timely manner and furthermore that this resolution be copied to Tony Martin, M. P. Sault Ste. Marie as well as to The Honourable John Baird, Minister of the Environment and Minister Responsible for Parks Canada. CARRIED.
- (b) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that Councillor Butland be authorized to investigate with various ministry officials the concept of a city-driven initiative to collect, process and potentially utilize waste vegetable oil for the operation of the Sault Ste. Marie transit fleet. CARRIED.
- (c) Moved by Councillor S. Myers
Seconded by Councillor L. Tridico
Whereas former Saultite and Polio survivor Ramesh Ferris is hand cycling across Canada to raise money and awareness for Polio eradication and education; and
Whereas according to the World Health Organization we are so close to realizing the goal of a polio free world; and
Whereas today 11 percent of the Canadian population is not immunized against polio; and

7. (c) Whereas Ramesh was in Sault Ste. Marie this past week and has asked for the support of City Council in his efforts on this cross Canada hand-cycling trek, Therefore be is resolved that City Council expresses our congratulations and support to Ramesh as he continues his journey on the Cycle to Walk Campaign. CARRIED.

(d) Notice of Motion

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

Resolved that Council discuss the merit of adopting the mantle as "Greenest City in Canada" or "Alternative Energy Capital of Canada".

Items to be considered:

- 1) is the claim defensible?
- 2) potential cost implications?
- 3) community support?
- 4) any downside to laying claim to the title?
- 5) organizational support: Green Committee, Economic Development Corporation, Chamber of Commerce, Educational Institutions?
- 6) communications strategy?
- 7) kick off event?

(e) Moved by Councillor F. Manzo

Seconded by Councillor O. Grandinetti

Whereas approximately a month ago the residents of Rushmere Drive had presented a petition to slow the traffic on Rushmere Drive and for a report from the Commissioner of Public Works and Transportation to report back on his findings; and

In the meantime a letter was addressed to Ward 6 Councillor Manzo and a copy to the other Ward 6 Councillor Grandinetti. This letter is from Mr. Richard Metcalfe of 27 Rushmere Drive as a followup from the petition a month ago with further suggestions to help the Commissioner of Public Works and Transportation to establish further recommendations when his report comes back to Council;

Therefore be it resolved that City Council forward Mr. Richard Metcalfe's letter to the Commissioner of Public Works and Transportation for his input towards the letter. 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 S. Butland

Seconded by Councillor O. Grandinetti

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2008 07 21 be approved. CARRIED.

(a) Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that By-law 2008-135 being a by-law to authorize an agreement with the Sault Ste. Marie Golf Club to use property at the dead end of Drake, Gravelle and Hussey Streets as vehicle turnaround and snow storage areas be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.

(b) Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that By-law 2008-136 being a by-law to authorize a Tax Arrears Extension Agreement between the City and 1704735 Ontario Inc. be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.

(c) Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that By-law 2008-137 being a by-law to permit the temporary street closing of Queen Street from East Street to Brock Street between the hours of 3:00 p.m. to 11:00 p.m. on August 8th, 10:00 a.m. to 11:00 p.m. on August 9th, and 10:00 a.m. to 7:00 p.m. on August 10th, 2008 for the purpose of the 2008 Buskerfest be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.

(d) Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that By-law 2008-138 being a by-law to prohibit vendors from locating on or near the Buskerfest grounds in the Queenstown Square 1 more particularly described as the area of Queen Street East from East Street to Brock Street be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.

(e) Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that By-law 2008-139 being a by-law to amend City Traffic By-law 77-200 be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.

Councillor L. Tridico declared a pecuniary interest - family owns property on Queen Street West directly impacted.

10. (f) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2008-140 being a by-law to permit the temporary street closing of Albert Street East from Dennis Street to the intersection of Bruce Street on the 28th day of July, 2008 between the hours of 7:00 a.m. to 4:00 p.m. for the purpose of lifting elevator motors (2) to the roof and removing the old motors (2) from the roof be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.
- (g) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2008-141 being a by-law to authorize an agreement between the City and Ellwood Robinson Limited for the construction of new traffic signals on Northern Avenue at the entrance of the A & P grocery store and realignment of the west entrance to the Soo Pee Wee Arena be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.
- (h) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2008-142 being a by-law to regulate certain activities at Clergue Park be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.
- (i) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2008-143 being a by-law to permit the temporary street closing of Pilgrim Street from Towers Street to Herrick Street from July 22, 2008 to September 15, 2008 to facilitate road construction be read three times and passed in Open Council this 21st day of July, 2008. CARRIED.
11. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON AGENDA**
- (a) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Council shall now go into Caucus to:
1. discuss proposed disposition of property located on Yates Avenue; and
2. discuss proposed disposition of property located on Hudson Street; and
3. to discuss solicitor / client negotiations concerning the proposed naming rights sponsorship for the former Steelback Centre; and
4. to discuss solicitor / client negotiations concerning an agreement involving the City's municipal waste; 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.

11. (a) Mayor J. Rowswell, Councillor O. Grandinetti and Councillor L. Tridico each declared a pecuniary interest concerning matters at the 2008 07 21 Council Caucus Meeting.

12. **ADJOURNMENT**

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

5(a)



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MEMBER COMMUNICATION

FYI N°: 08/011

To the attention of the Clerk and Council
July 25, 2008

FOR MORE INFORMATION CONTACT:
Milena Avramovic, AMO Senior Policy
Advisor, (416) 971-9856 ext 342

Municipal Hazardous or Special Waste Phases 2 and 3 Program Plans Requested

Issue:

Minister of the Environment requests Phases 2 and 3 Municipal Hazardous or Special Waste (MHSW) Program Plans and amends direction on Phase 1 to provide for full producer responsibility.

Background:

The first Phase of MHSW was approved by the Minister of the Environment in February 2008 and implementation was commenced on July 1, 2008. The material covered in this 1st phase includes paints and stains and their containers, solvents such as thinners for paint, lacquer and contact cement, paint strippers and degreasers and their containers, used oil filters, single use dry cell batteries, pressurized containers such as propane tanks and cylinders, and a number of other products. At this time, municipalities that currently operate or plan to operate MHSW depots or special events for Phase 1 materials will, as of July 1, 2008, - provided they have entered into an agreement with Stewardship Ontario by December 15, 2008 - have the processing, disposal and transportation costs of Phase 1 MHSW paid by industry. According to the approved Phase 1 Program Plan, the costs of collection (i.e., costs to receive, sort and pack MHSW) remain a municipal responsibility.

New direction has been issued by the Minister of the Environment on July 22, 2008.

AMO is extremely pleased that the Minister has given direction to amend the Phase 1 MHSW Plan, which was approved in February of 2008, to shift full responsibility to the stewards including all costs from collection through to final diversion or disposal of the MHSW materials.

The direction issued by the Minister of the Environment on July 22, 2008 also gave direction to Waste Diversion Ontario to proceed with the development of Phases 2 and 3 of the MHSW Plan which, when developed, approved and implemented, will cover all remaining materials as defined by the regulation designating "municipal or hazardous waste" under the Waste Diversion Act. The Phase 2 Program Plan is to be submitted to the Minister by March 2, 2009 and Phase 3 is to be submitted by August 31, 2009.

AMO is pleased to advise that funding for Phases 2 and 3 will also be the full responsibility of the stewards including all costs from collection through to final diversion or disposal of these MHSW materials.

The amendments to the Phase 1 MHSW Plan will proceed concurrently with development of the Phase 2 Plan and an amended Phase 1 MHSW Plan is to be submitted to the Minister by March 2, 2009.

Action: For your information.

5(a)



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ALERT

MEMBER COMMUNICATION

ALERT N°: 08/034

To the attention of the Clerk and Council
July 24, 2008

FOR MORE INFORMATION CONTACT:
Craig Reid, AMO Senior Policy Advisor
(416) 971-9856 ext 334

Canada and Ontario Sign Major Infrastructure Agreement

Issue: The governments of Ontario and Canada announced the signing of the \$6.2 billion Canada-Ontario Infrastructure Framework Agreement today in London, Ontario. It is the first step in the process for federal-provincial municipal infrastructure funding under the Building Canada Fund.

Background:

In the 2007 federal budget, the Government of Canada announced the creation of the Building Canada Plan, a seven-year, \$33 billion national initiative to invest in core infrastructure priorities. To allow funding to flow, the federal and provincial/territorial governments must sign agreements that set out governance processes and priorities. Canada and Ontario have been negotiating the Framework Agreement and in March 2008, AMO called on the province and federal government to sign the agreement to allow the funding to flow. Today the governments announced that the agreement is signed and funding to the province and municipalities is set to begin.

The Building Canada Plan includes a suite of infrastructure funding programs flowing over seven years. In Ontario, this includes:

- The GST Rebate – Estimated at \$2.09 - \$2.5 billion based on 5 or 6 per cent
- The Gas Tax Fund - \$2.9 billion in Ontario (extension 2010-2014)
- Equal Per Jurisdiction Fund - \$175 million in Ontario
- Gateways and Borders - \$2.1 billion nationally – Ontario TBD
- P3 Fund - \$1.25 billion nationally – Ontario TBD
- The Building Canada Fund - \$3.09 billion in Ontario

The Building Canada Fund is split into two components: the Major Infrastructure Component and the Communities Component. The Major Infrastructure Component will provide \$2.73 billion to large-scale projects. The Communities Component provides \$362 million for investments in communities with populations less than 100,000. All funding will be matched by the province and municipalities on a 1/3 basis, bringing total infrastructure contributions to approximately \$9.3 billion over seven years.

The Framework Agreement also creates an Infrastructure Framework Committee to approve projects under the Major Infrastructure Component. Projects for the Communities Component are expected to be decided through a competitive process. A federal-provincial sub-agreement is required for Communities Component funding to flow.

The governments also confirmed today that Ontario municipalities are able to access funding under the \$2.1 billion Gateways and Borders and \$1.25 billion Public-Private Partnerships funds.

Action: For your information.

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

5(a)



Working for Municipalities

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keeping members informed.

July 25, 2008

Canada and Ontario Sign Infrastructure Agreement

On July 24th the Governments of Canada and Ontario signed an Infrastructure Framework Agreement which will allow for collaborative investment by the three levels of government in Ontario's infrastructure.

Under the Agreement, almost \$3.09 billion will be provided under the **Building Canada Plan** through two main program components. Under the Major Infrastructure Component more than \$2.73 billion will support larger-scale projects. The Communities Component will make available \$362 million in funding for partnership investments in communities of less than 100,000 population. Funding will be matched by the Province and municipalities on a 1/3 funding basis.

Further, \$25 million per year, until 2014, will be received for **core infrastructure priorities** and an additional \$2.98 billion will be transferred to Ontario's municipalities through the extension of the **Federal Gas Tax Program** through to 2014.

OGRA's President, David Leckie expressed satisfaction that the Agreement had finally been signed by the Provincial and Federal Governments and said that Ontario's municipalities are very eager to move on with badly-needed infrastructure projects.

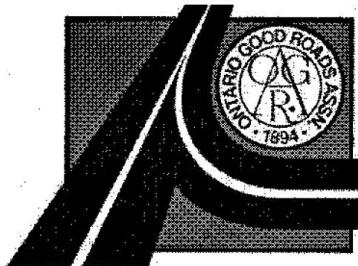
"The OGRA Board of Directors urged the Federal and Provincial Governments to sign the agreement" said OGRA Executive Director Joe Tiernay. "We are extremely pleased to see this agreement signed so that the much needed funding can start to flow".

ONTARIO GOOD ROADS ASSOCIATION
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PREMIER SPONSOR:



5(a)



Working for Municipalities

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keeping members informed.

July 25, 2008

OGRA Meets with MOE to discuss Ban on Cosmetic Use of Pesticides

OGRA President David Leckie, 2nd Vice-President Paul Johnson, Immediate Past President Jim Harrison, Director Don McDonald, Executive Director Joe Tiernay and Policy Manager Diana Summers met with staff of the Ministry of the Environment on July 23rd to discuss the drafting of regulations under the recently-passed Cosmetic Pesticides Ban Act.

The Act states that "subject to regulations" the following are **excepted uses**:

1. Uses related to golf courses, if any prescribed conditions have been met
2. Uses related to agriculture
3. Uses related to forestry
4. Uses related to the promotion of public health or safety
5. Other prescribed uses, if any prescribed conditions have been met

Municipal rights-of-way would be dealt with under sections 4 and 5.

OGRA reiterated that municipalities require the ability to maintain public rights-of-way and this requires the ability to apply herbicides when necessary. There is a need to control noxious weeds and invasive vegetation species in order to maintain sight lines for traffic safety as well as for reasons of public health and safety. Issues such as the need to remove roadside vegetation to reduce roadway icing and to create room for snow storage on right-of-ways were also discussed.

OGRA advised that, generally, municipalities require the continued ability to use pesticides to deal with noxious weeds and invasive vegetation on public rights-of-way and not for cosmetic purposes.

Ministry staff indicated that a draft regulation will be posted for comment in early fall.

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 **strongco**
equipment





Communication №: 08/002

July 30, 2008

Please distribute to Council and Senior Municipal Staff

OMERS 2009 Contribution Rates Announced No Rate Increase for 2009

The OMERS Sponsors Corporation has recently completed its annual process to examine OMERS contribution rates and make any necessary adjustments. This process is informed by an examination of the Plan's current and future funding requirements and is based on analysis by OMERS actuaries. The aim of this examination is to ensure contribution rates appropriately reflect the value of pension benefits earned.

There have been adjustments to contribution rates for 2009. Although there has been no overall rate increase per se, there has been a shift with respect to who will bear the cost of benefits being earned. Rates for members with a normal retirement age of 65 will be slightly reduced in 2009 while rates for NRA-60 members (police and fire) will be increased on contributory earnings above the CPP earnings limit (\$44,900 in 2008) and decreased on earnings up to that limit. In effect, most NRA-60 members will see an increase in their overall OMERS contributions.

For NRA-65 members, the contribution rate has decreased to 6.3% (from 6.5% in 2008) on earnings up to the CPP earnings limit and decreased slightly to 9.5% (from 9.6% in 2008) on earnings over the CPP limit. For NRA-60 members, the contribution rate will go down to 7.7% (from 7.9% in 2008) on earnings up to the CPP limit. These members will see a rate increase to 12.8% (up from 10.7% in 2008) on earnings over the limit. The rate change will begin with the first, full pay in 2009.

These changes stem from a recent contribution rate study by OMERS actuaries which determined that the cost of benefits being earned by NRA-60 members had risen higher than originally forecast, due to actual contractual, promotional and retention pay increases. The NRA-60 cost of benefits being earned was also greater relative to the costs of OMERS NRA-65 members. As a result, the 2009 contribution rates are a more equitable reflection of the OMERS benefits being earned.

Additional information about the contribution rate decision of the Sponsors Corporation is available on the [OMERS website](#).

Want to learn more about MEPCO and how it will be representing municipal interests? Join us at the AMO conference on the morning of Wednesday, August 27, 2008.



LAS COMMUNICATION

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FYI NO. 08-004

To the attention of the Clerk and Council
 July 30, 2008

FOR MORE INFORMATION CONTACT:
 Scott Vokey, LAS Energy Services Coordinator
 (416) 971-9856 ext 357 svokey@amo.on.ca

New Energy Management Resources Available

1. New Streetlight Report: Ontario's Guiding Lights

Did you know street lighting represents approximately 13% of the total electrical energy consumed by Municipalities - equal to a significant range of 0.9 to 1.0 billion kilowatt-hours a year? As part of the Municipal Eco-Challenge Funding Agreement between the Ministry of Energy (MOE) and Local Authority Services (LAS), this study reviews the various aspects of street lighting applications in terms of the technological, economic, and environmental performance of current and emerging technologies. The following points are among the highlights:

- High Pressure Sodium (HPS) lamps retrofitted with electronic ballast reduced energy consumption by 27%
- Light Emitting Diode (LED) did not pass field tests and were not economical
- Induction Lighting products saved 51% compared to convention HPS lamps
- 19% savings potential by moving street light accounts from the Regulated Price Plan (RPP) to the hourly price in a test municipality with 100,000 people
- 15% of existing street lights can be diverted yearly from landfill by retrofitting existing models
- New Induction assemblies have projected operating life cycles of 100,000 hours

Consult the LAS website for the complete study:

http://www.amo.on.ca//AM/Template.cfm?Section=About_Us1

2. Energy Management Tool (EMT)

Municipalities are expected to be mandated to develop annual energy plans under the *Energy Conservation Leadership Act* starting in 2009. More and more municipalities are taking charge of their energy bill by comparing facility performance, verifying savings from energy conservation projects, reducing operating and greenhouse gases (GHGs) through energy efficiency initiatives. The EMT allows municipal members to verify utility bills, benchmark and compare facility performance, measure and verify savings from energy conservation projects, reduce operational costs and improve processes, and meet corporate environmental stewardship goals including greenhouse gas (GHG) reductions. On August 26 one of the AMO Conference workshops will be dedicated to the EMT and will provide examples of how municipalities have benefitted as well as Union Gas' new web-based data. The EMT and Union Gas tools will also be showcased in the software demonstration room throughout the conference. In September 2008 LAS will offer all municipalities an opportunity to utilize the EMT. Look for a session on the EMT at our August Conference and/or contact LAS staff to learn more about the EMT.

3. Provincial Incentives for Retrofits and Solar Installations

LAS continues to encourage interested municipalities to apply for the Ministry of Energy's audit and retrofit services offered as part of the *Municipal Eco-Challenge Fund*. The next application deadline is October 10. Please note that the audit and retrofit services are not mutually exclusive and municipalities are also free to leverage more funding from other sources. For more information and to obtain an application:

<http://www.energy.gov.on.ca/index.cfm?fuseaction=conservation.mecf>

The *Ontario Solar Thermal Heating Incentive* encourages the industrial, commercial and institutional (MUSH) sectors to install solar heating equipment. This four year, \$14.4 million program offers 50% of project costs for eligible projects in cooperation with Natural Resources Canada's ecoENERGY for Renewable Heat. For more information and to obtain an application:

<http://www.energy.gov.on.ca/index.cfm?fuseaction=conservation.osthi>

4. Website Enhancements

The ESD website (<http://www.amo.on.ca/Content/las/AboutUs/EnergyServices/default.htm>) contains new pages dedicated to Green Buildings and Renewable Generation. The incentive and toolbox pages have also been enhanced with new resources. Our next project is a Municipal Good Practices page so we encourage all municipalities to submit resources and links to their energy management projects, programs, and other resources to LAS Energy Services Coordinator Scott Vokey at svokey@amo.on.ca

5. Audit ++ Program Update

The I.B. Storey Consortium has completed 23 of the 42 Audit++ projects to this point and are now working on an additional 5 sites in Northern Ontario. The remaining sites will all be completed before mid-November. We ask those that have completed the Audit++ process to take a few moments to fill in an electronic survey that will arrive in their inbox this week. All Ontario municipalities will be mailed binders containing a report identifying lessons learned from each audit that may be applied locally when the program is complete in March 2009.

This information is available in the Energy Services section of the LAS website at:

<http://www.amo.on.ca/Content/las/AboutUs/EnergyServices/Audit/default.htm>

5(a)

From: communicate@amo.on.ca
Sent: July 21, 2008 4:41 PM
To: Donna Irving
Subject: Ontario Municipalities Fixing Leaks to Save Water and Tax Dollars

Attachments: 2008_OMBI_OCMBP.doc; OCMBP_OMBI-water-wastewater-summary.doc



2008_OMBI_OCMBOCMBP_OMBI-wat
P.doc (162 KB) er-wastewater-su...

TO THE IMMEDIATE ATTENTION OF THE CLERK, COUNCIL AND PUBLIC WORKS

Toronto, July 2008 - An expert panel of the Ontario Municipal Benchmarking Initiative (OMBI) has singled out eight Ontario municipalities for introducing measures to reduce leaks in their water and wastewater treatment systems, conserving water and reducing millions in annual costs for their taxpayers.

Attached one OCMBP-OMBI news release and report summary.

If you have problems opening the attachment(s) please call AMO at (416) 971-9856.

PLEASE NOTE

AMO communications will be broadcast to the municipality's administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff and elected officials 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.



Press Release

For immediate release
July 21, 2008

Ontario Municipalities Fixing Leaks to Save Water and Tax Dollars

Toronto, July 2008 – An expert panel of the Ontario Municipal Benchmarking Initiative (OMBI) has singled out eight Ontario municipalities for introducing measures to reduce leaks in their water and wastewater treatment systems, conserving water and reducing millions in annual costs for their taxpayers.

The Region of Durham and the Cities of Ottawa, Thunder Bay and Sudbury have reduced leakage of treated drinking water from their distribution systems. The Regions of Peel, York and Niagara have reduced storm and groundwater from getting into its sewage treatment systems. Halton Region has done all of the above and extended the life and efficiency of its water pipes by attaching cathodes to them.

The OMBI panel findings are released in a series of reports that address Water Loss Management in Drinking Water Systems and Control of Inflow & Infiltration in Waste Water Systems. Highlights from the reports include:

- Durham Region reduced the number of annual ferrous metal watermain breakages from 100 in 1983 to just 25 in 2005, saving taxpayers at least \$3.4 million;
- Sudbury reduced drinking water leakage by 43 per cent;
- The City of Ottawa reduced drinking water leakage by 12 per cent; and,
- Thunder Bay generated approximately \$200,000 in annual savings, while better protecting basements from flooding.

“These are just some examples of the measures that municipalities throughout Ontario are taking to conserve drinking water and make water systems and waste water systems more efficient and reducing costs for taxpayers,” says Ken Thompson, Manager of the OMBI Water & Wastewater Expert Panel. “OMBI is working with the Ontario Centre for Municipal Best Practices (OCMBP) to document and share these success stories to help municipalities improve their own management practices.”

Details about each municipality’s initiatives are documented on OCMBP’s website: www.ocmbp.ca.

The Ontario Municipal Benchmarking Initiative (OMBI) is a groundbreaking collaboration of 15 Ontario municipalities. OMBI fosters a culture of service excellence by creating new ways to measure, share and compare performance statistics. This helps municipal administrations understand where they are performing well and where they can make improvements. Expert Panels have been created for most municipal services to share ideas on operational practices, so that service experts can learn and improve faster.

The Ontario Centre for Municipal Best Practices (OCMBP), a partnership between the Association of Municipalities of Ontario (AMO) and the Province of Ontario, commenced operation in June of 2002. It uses performance measurement data to identify and share 'best practices' with Ontario municipalities.

- 30 -

For more information contact:

Ron Gibson, Project Director, OMBI (905 685 4225 3228)

Ken Thompson, Project Manager, OMBI W&WW Team (1-647-880-6543)

Michael Boggs, Project Manager, OCMBP (905 631 8569)

Summary Report of OMBI Water and Wastewater Best Practices of 2007

Introduction

The focus of the 2007 Ontario Municipal Benchmarking Initiative (OMBI) business question was on wastewater Inflow and Infiltration (I&I) and Water Loss Management (WLM) for water supply systems. I&I result in extraneous flows above the base sanitary sewage loadings in collection systems and in wastewater treatment facilities while water loss often results in unknown or missing amounts of water distribution efficiency, water accountability, water operating cost for water distribution and treatment, and volume of water treated.

Project Approach

The Inflow and Infiltration segment of the business question was geared towards the collection of data pertaining to amounts of I&I entering wastewater collection and treatment systems between OMBI municipalities, operating costs associated with I&I entering the wastewater collection and wastewater treatment systems, and options to reduce I&I.

A distinction needs to be made between inflow and infiltration as inflow is associated with precipitation events where storm water enters the sanitary collection system, while infiltration is related to ground water entering a collection system. The goal of this assignment was to determine what initiatives are currently being undertaken or being proposed by OMBI municipalities to address and prevent extraneous flows to wastewater treatment facilities due to I&I.

The Water Loss Management segment of the business question was geared towards the collection of data to track water losses based on the amounts of non-revenue water which can be quantified. These water losses are estimated based upon the International Water Association (IWA) Water Loss Management methodology to estimate losses due to watermain breaks, hydrant flushing, public works operations, fire fighting, meter errors, un-metered water and leakage.

The goal of the water loss management section of the business question was to determine if OMBI municipalities could estimate and quantify actual un-metered water use according to the methodology to:

- Determine the estimated annual operating costs associated with estimating water loss due to leakage for water distribution and water treatment systems.
- Determine the appropriateness of the adoption of the IWA Water Loss Management Performance Measure by the OMBI Water & Wastewater Expert Panel to replace current measurement practices.

Data for both I&I and WLM were collected in two stages. In the first stage thirteen OMBI municipalities were surveyed using a standardized and uniform survey that obtained information on both I&I and water loss management. Compiling and analyzing the data from stage one allowed for follow up interviews to be done in nine municipalities that showed promise to be Best Practitioners in the subject areas. After the interviews, five Best Practice municipalities were identified and confirmed by the OMBI Water and Wastewater Expert Panel. Three municipalities for I&I and two for WLM

Region of Durham: Cathodic Protection Program /Water Loss Management

Using a fully developed and implemented Cathodic Protection Program, the region has reduced watermain breaks and water loss while extending the life of its pipes, all in a cost effective manner. Cathodic protection utilizes sacrificial anodes to minimize the effects of external corrosion on existing ferrous watermains, valves and hydrants. The anodes are installed underground and are connected to watermains by insulated copper wires. The placement of the anode allows for the anode to corrode instead of the watermain to which it is connected.

Their program includes pre-anode surveys to identify existing conditions, soil sampling to determine soil conditions surrounding pipes, supply and installation of needed anodes, post-anode surveys to document results, and lastly a three year cycle of inspection and maintenance of installed anodes.

A "hotspot program" has been used to identify all existing watermains that have been previously affected by corrosion and to be outfitted with anodes to slow corrosion's harmful effects and reduce water loss.

A "reactive program" is used to place anodes immediately upon any watermain where a break has occurred.

A "proactive program" is also used to ensure installation of anodes upon pipes with no history of corrosion but is located in an area that has been susceptible to corrosion.

Lastly is the "monitoring program" where all efforts to prevent corrosion are monitored for effectiveness and analyzed for further improvement. The region has also issued a moratorium upon the installation of corrosion-susceptible iron pipes (none have been newly installed while eleven kilometers worth of pipes have been replaced). The region has created a special asset fund for future watermain replacement work based on 3% of the previous year's user rate revenues into a reserve fund. In 2007 this equated to \$2,076,000 for distribution assets.

Overall, Durham Region's Cathodic Protection Program has produced the following benefits:

- Slowed deterioration of watermains
- Reduced watermain breaks, water loss, needed emergency repairs and inconvenience to customers.
- Increased the security of the water supply and the level of service.

The introduction of the program has dramatically reduced the frequency of watermain breaks on ferrous watermains from approximately 100 breaks per year in 1983 to 25 breaks per year in 2005. This has resulted in costs savings for corrosion repairs in the range of \$3,400,000 to \$10,500,000 between 1983 and 2005 based on an estimated number of breaks that could have occurred if cathodic protection was not installed.

City of Thunder Bay: Reduction of Inflow and Infiltration

The City of Thunderbay initiated programs to reduce I&I since 1986 when the city installed V-notch restrictors on catch basins and implemented the installation of separate storm sewers. This lead to a Pollution Prevention Control Program initiated in 1996.

Continued basement flooding was deemed to be due to downspouts connected directly to the sanitary sewer system. Downspout connections were also deemed be a significant contributor to the surcharging of the sanitary sewer system within older residential and commercial neighborhoods.

The city introduced its Downspout Disconnection Program in order to:

- Reduce sanitary sewer surcharging and basement flooding
- Reduce loading at the City's Water Pollution Control Plant during rainstorm events
- To encourage and promote water conservation by utilizing the City's Rain Barrel Program.

This program gave property owners an incentive to use their downspout water to conserve household water usage, while helping to alleviate surcharging of the sanitary sewer, basement flooding and overloading at the Water Pollution Control Plant. Utilizing a partnership with the not for profit organization Eco Superior to survey the city prior to the program, properties most in need of disconnection were identified. Property owners were notified of the need for disconnection and sold rain barrels at a discount in order to promote the program.

The city now estimates that there have been no basement flooding events due to sewer surcharging since 2000. Other benefits have included:

- Estimated savings of \$17,000 per year in reduced manpower
- Estimated \$60,000 per year cost savings due to reduced insurance claims
- Estimated savings of \$980,000 or \$113.72 per Mealtime of wastewater treated due to the reduction in I&I.

The City of Toronto has also implemented a similar program. Details of this program can be found in the related Best Practice Report.

City of Ottawa: Water Loss Management Program

The city has the highest Infrastructure Leakage Index (ILI) of the surveyed municipalities. In order to reduce this rating, it has followed several steps and plans to implement additional programs to accomplish its goals of reduced water losses. Ottawa's Active Leak Detection Program encompasses raising awareness through acoustic noise surveys on all hydrants and metallic water systems.

These surveys will reveal leaks in the system by their intensity and allow for a repair approach based upon repairing those most in need first. The acoustic sounding allow for pinpointing of leaks and location of excavation for repairs. Acoustic soundings in the system are mapped out with numerical values to better organize the leaks into clusters for larger repair jobs.

The City has also completed a project for Automatic Meter Reading in Ottawa. The pilot program was used to:

- Provide night flow consumption data
- Identify daily consumption patterns
- Reveal the effectiveness of water efficiency measures
- Test the reliability of meters.

The program was spear headed in an effort to better quantify data obtained from district-metered areas. It will provide insight into local water consumption patterns and help establish guidelines for monitoring other areas.

The project will help clearly define their actual real losses by measuring actual consumption at every metered point in a district-metered area (i.e. 500-3000 households). ILI has been reduced from 5.8 to 5.2 since the inception of the program as well as 12% reduction in real losses of water.

The City of Greater Sudbury has also implemented similar strategies due to its realization in 2003-2004 that total non-revenue water was estimated at approximately 44% of total production. In order to reduce water loss the city has implemented a number of programs including:

- A swipe card system for bulk water stations
- A program design to introduce new district metered areas in the old mining towns and city core to better gauge the flow of water, quantify leakage and initiate repairs.
- A watermain freeze protection program to prevent winter watermain breaks and costly winter repairs
- A reduction in water pressure by maintaining less water in reservoirs.

The city estimates that non-revenue water has been reduced to 25-26%.

The Region of York has also investigated similar programs. Details can be found in the related Best Practice Report.

Region of Halton: Bulk Water Supply / Customer Service / Water Loss Management

The increasing demand for bulk water has been noticed by each community in Halton Region as they continue to experience growth and greater need for bulk water supply. The region has seen a steady growth in revenues for bulk water since 2000 and is likely to experience more of the same.

The region's bulk water dispensing system design is based on a system used throughout Canada. Self-contained water dispensing systems utilize a smart card swipe system that customers purchase from the Region for use at any Bulk Water Supply Station. The station records consumption data by customer, date, time, volume dispensed and site location.

Each station is equipped with a meter and solenoid valve, which has an integrated flow control function. The region's operator adjusts the valve's open and close speed to prevent water hammer. A maximum flow rate is set at each station based on the conditions of the area to insure accuracy of measurement and to prevent the drawing down of the pressure in the water main, caused by high flow rates.

All stations and potable haulage trucks are constantly inspected for safety measures. Data from inspections and consumption can be collected and transferred to Halton's wide area network in order to collect data on customer demand faster and more efficiently. Use of the system in Halton provides the following benefits:

- Data on the number and type of industries served
- The percentage use by industry type.
- Allows for estimating of future demand and the planning of dispensing needs throughout the region.
- Improved Customer Service
- Increased revenue form bulk water sales.

Region of Halton: Downspout Disconnection Program / Reduction of Inflow & Infiltration

The Region of Halton in an effort to better understand and prevent I&I has conducted Household Drainage Surveys to determine the causes of the basement flooding events (how stormwater is entering the sanitary system) and to obtain the information required to develop a more comprehensive strategy to address basement flooding across the region.

The surveys assess potential sources of stormwater entering the sanitary sewer and the site drainage of each home. The surveys have allowed for the collection of important data on the surveyed homes, including:

- History of basement flooding
- Drain elevation and site drainage constraints.
- Condition of the lateral, which is the pipe carrying wastewater out of the home.

The region has also initiated a customer outreach program to inform homeowners of ways to prevent basement flooding. The different programs have benefitted the region by delivering positive feedback from customers on proactive efforts, educating those who were unaware of factors causing basement flooding, interaction between the region and the local municipalities and an increase in the understanding of private property drainage issues which had been a problematic issue for the Region to address in the past.

Regions of Peel, York and Niagara: Inflow & Infiltration / Real Time Flow Monitoring

Peel Region began real-time flow monitoring of its sanitary trunk system and local sanitary sewer mains in order to obtain a better understanding of those areas significantly impacted by inflow and infiltration. The information would also greatly benefit augmenting knowledge on the current sewer system with increased data and improve the operations of the Region's "flood patrols" in the areas currently known to experience basement flooding due to I&I.

York Region cooperates with its nine separate municipalities to reduce I&I as much as possible. Using flow monitoring to identify the worst impacted areas, the region will identify solutions that reflect the diversity and capabilities of its municipalities to address basement flooding issues. Niagara Region has implemented a structure of cost sharing among municipalities to address basement flooding issues and has developed a combined sewage overflow policy that benefits the entire region as a whole in reducing I&I. Details on these programs can be found in the related Best Practice Report.

Conclusion: Inflow & Infiltration

Inflow and Infiltration is a challenging issue area for many municipalities. Often the little guidance provided on accepted values for I&I across municipalities has produced a general lack of conclusive evidence as to the best way to move forward. Typically, I&I data is underestimated due to municipal-wide reporting as opposed to specific problem areas. I&I is also highly dependent on the rainfall from year to year and can sometimes produce erratic results that are difficult to predict and generalize for any municipality.

Finally, addressing I&I issues has faced obstacles related to obtaining the necessary commitments due to the associated costs, politics and lack of support for enforcement of sewer use by-laws.

Survey results illustrate that the responding municipalities experience a range of annual operating costs to treat the excess water from inflow ranging from \$121,000 to \$16,000,000 per annum.

According to the stage one survey and stage two interviews, participating municipalities can now better identify why I&I management is so challenging by sharing initiatives and practices that have or will be implemented to address I&I. This added input by municipalities has helped the OMBI Expert Panel garner recognition and understanding of the issues faced by each municipality, obtain information on how municipalities are similar and how they differ, as well as identify possible solutions and costs of implementing same.

Conclusion: Water Loss Management

Moving forward, the OMBI Water and Wastewater Expert Panel has recognized and advocates the International Water Association and American Waterworks Association 'best practice' approach to water balance calculations and the estimation of water losses.

The panel has developed new performance measures for 'unaccounted for water' for use in the OMBI 2007 Performance Measurement Program. It is understood that these measures may require municipalities to undergo formal water balances and water consumption data each year. This information will allow municipalities to benchmark their own performance over time in addition to performing comparisons with other municipalities both here in Canada and worldwide.

5(a)

INTRODUCING...

BROWNFIELDS

Brownfields Marketplace will premiere as a supplement in the Fall 2008 edition of *HazMat Management* magazine.

Brownfields Marketplace is Canada's only publication dedicated exclusively to serving professionals involved in all aspects of the site remediation industry.



SAMPLE LISTING

TYSONBERG ON
Former chemical plant site for
100 sq ft Storage Shed with 200
amp service; 18ft ceilings. Zoned Commercial Only
\$129,000 Needs PCB abatement.

CONTACT M. Mills, Municipality of Millsville
(999) 828-2828 mmills@millsville.ca

With escalating property values it has become imperative that brownfields be reclaimed and once again produce tax revenue.

The Brownfields Marketplace property listings give you an opportunity to showcase your properties to investors and remediaters across Canada.

IN ASSOCIATION WITH:

FCM | Centre for Sustainable
Community Development

FCM's Green Municipal Fund provides low-interest loans for brownfield remediation.

www.sustainablecommunities.fcm.ca

MARKETPLACE

PUBLISHED BY:



**FREE property listings
opportunity for members of the
Federation of Canadian
Municipalities!**

We would like to welcome all members of the Federation of Canadian Municipalities to the *Brownfields Marketplace* by offering you a **FREE*** 1/8 page listing in our inaugural Fall '08 issue.**

*Regular price \$150.00

** Due to space limitations some listings may appear only on our website.

**Simply send us a maximum of 25 words
of text describing your property along
with your contact information and a
hi-res picture if available.**

**PLEASE SEND TEXT AND PICTURE TO:
jross@hazmatmag.com**

**LIST and SELL YOUR brownfield properties in the
new Brownfields Marketplace!**

5(b)



P.O. Box 129, 1 Bailey Street, Port Carling, Ontario, P0B 1J0
tel: 705-765-3156 fax: 705-765-6755 web: www.muskokalakes.ca

COUNCIL MEETING

DATE: 8 July 2008

RESOLUTION NUMBER: C-6-08/07/08

MOVED BY: Councillor Brian Hare

SECONDED BY: Councillor Mary Grady

WHEREAS the District Municipality of Muskoka spends \$2.2 million per year on the services of Municipal Property Assessment Corporation (MPAC);

AND WHEREAS the Township of Muskoka Lakes is levied approximately 40% of this per annum;

AND WHEREAS the Township relies on up-to-date and accurate MPAC data to fulfill legislated requirements such as circulations of applications pursuant to the Planning Act;

AND WHEREAS the Township relies on up-to-date and accurate information for all 911 street numbering, emergency callouts, evacuation procedures as well as taxation;

AND WHEREAS accurate and up-to-date data is not always available from MPAC;

AND WHEREAS the Province of Ontario recovers approximately \$6 billion in taxation for education purposes but does not contribute to the operation of MPAC;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Muskoka Lakes strongly request the Board of Directors of MPAC to improve their operations by:

1. allocating provincial funds to correct the over 70,000 errors across the Province for those municipalities with greater reliance on the data receiving priority;
2. making errors and backlog in data a priority to complete;
3. working with lower and upper tier municipalities to correct these errors.

AND FURTHER THAT this resolution be circulated to Premier Dalton McGuinty, the Honourable Jim Watson, Minister of Municipal Affairs and Housing, Member of Provincial Parliament Norm Miller, Opposition Leaders, Association of Municipalities of Ontario, Association of Municipal Managers, Clerks and Treasurers of Ontario, the District Municipality of Muskoka, and all Province of Ontario municipalities.

MOTION DEFEATED []

MOTION CARRIED [✓]

Susan Pryke
MAYOR

For further information, please contact

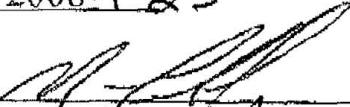
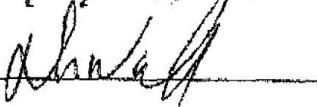
Cheryl Mortimer, Clerk
Township of Muskoka Lakes
P.O. Box 129, Port Carling, Ontario, P0B 1J0
Telephone: 705-765-3156
Fax: 705-765-6755
E-mail: cmortimer@muskokalakes.ca

5(b)

TOWNSHIP OF HILLIARD

Resolution # 2008-123

Date: July 16, 2008

Moved by: Seconded by: 

WHEREAS "Zenn" electric cars are manufactured by a Toronto company based in Montreal;

AND WHEREAS the Zenn car has been being manufactured for approximately ten years but, thus far, is only being sold in the United States;

AND WHEREAS these cars are designed for urban driving with a maximum speed of 50 kph and can be fully charged in six hours or partially charged (80%) in one and one-half hours, with the cost of a full charge being approximately \$1.00;

AND WHEREAS the cost of gasoline, the harm being caused to the environment by gas and diesel powered vehicles, and the inability of the Federal Government to meet the requirements of the Kyoto protocol makes the use of these vehicles a responsible and cost efficient means of travel;

AND WHEREAS the Zenn car is already allowed in many of the states in the U.S.A.;

AND WHEREAS the Quebec Ministry of Transportation has introduced a province-wide, three year pilot project that enable low speed vehicles in the Province of Quebec;

NOW THEREFORE we, the Council of the Township of Hilliard, petition the Province of Ontario to take the same position that Quebec has taken already and allow these vehicles to be licensed in Ontario;

AND FURTHER THAT a copy of this resolution be forwarded to the Hon. Dalton McGuinty, Premier; the Minister of Transportation Ontario; the Minister of Government and Consumer Services; and all members of the Provincial Legislature;

AND FURTHER THAT copies of this resolution be forwarded to all municipalities in Ontario requesting their support.

Councillor	For	Against
Carson, Morgan	✓	
Posch, Bruce	✓	
Lafreniere, Maurice	✓	
Wark, Dan	✓	
Carlston, Evelyn	✓	
Carried	✓	
Defeated		

I hereby certify this to be a true copy of
Resolution/By Law # 2008-123 of the
Council of the Township of Hilliard.



Clerk


Morgan Carson
Reeve



5(b)

Box 820, 701 County Road #36, R.R. #3, Bobcaygeon, Ontario, K0M 1A0 Tel.(705) 738-3800 Fax (705) 738-3801

July 28, 2008

To: All Ontario Municipalities

The Council of the Township of Galway-Cavendish & Harvey adopted the following resolution at their Council meeting on July 22nd, 2008:

Whereas water is a valuable natural resource in Ontario and in Canada, and plays a critical role in our history, recreation, livelihoods and health; and

Whereas the Federal and Provincial governments are facing ever increasing pressures to export this resource to the United States of America and other countries,

That the Council of the Township of Galway-Cavendish & Harvey request the Provincial and Federal governments to protect Canada's water resources from export discussions; and

Further that the Council of the Township of Galway-Cavendish & Harvey request the Federal and Provincial governments to protect Canada's fresh water lakes and rivers from being used as toxic dumps for the mining and oil refinery industries; and

That this resolution be circulated to Laurie Scott, MPP, Barry Devolin, MP, the Province of Ontario, all Municipalities in Ontario, the Government of Canada, and the International Joint Commission on the Great Lakes.

Please present this resolution to your members of Council for their consideration and endorsement.

Yours truly,

Natalie Garnett, MA, CMO

Clerk

ngarnett@galwaycavendishharvey.ca

DISCLAIMER

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

5(c)

Linda Lewis
310 Fifth Line East
Sault Ste. Marie, ON
P6A 5K8

The Corporation of City of Sault Ste. Marie
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON
P6A 5X6

ATTENTION: Members of City Council

August 4, 2008

The environment has recently become a top issue in Sault Ste. Marie, after all our logo states: "Naturally Gifted". The question is how do we measure up to that logo?

Curbside recycling was a big hit and the hazardous waste depot definitely helps save the city's landfill. We now have a "Green Committee" to examine ways for the Sault to be more environmentally friendly. There are rumblings of using used vegetable oil for the operation of the city's transit fleet and the agreement with Enquest Power Corp. to turn the city's waste into energy. What an opportunity to put our City on the map.

The positive "green" enthusiasm in our community is wonderful but lets look at one of the everyday issues regarding our environment. I am referring to the rubbish on streets and roadside ditches. Of particular concern is the growing number of vehicles traveling to our landfill site without securing or covering their loads. After contacting the City and the Landfill site, I have been told this is a police issue. When speaking to the police they acknowledge the situation but add, understandably, "they are more concerned with local crime than garbage".

On August 1st 2008, four (4) bags of garbage and one (1) bicycle were taken to the landfill site from the litter/garbage picked up along the ditches in front of my property on Fifth Line. I am not alone in this battle, several ditches along well traveled paths (Hwy 17, Peoples Road, Old Goulais Bay Road, Fourth Line, etc) are cluttered with litter/trash/garbage that blows or falls out of vehicles headed to the landfill site. This is unacceptable and needs to be resolved. Just last week there was a bag of garbage strewn across Great Northern Road that had fallen off the back of a pickup truck.

I spoke with Gary Barnes, at the landfill site, who is just as frustrated since landfill personnel can only remind people they should be "tarped"; and take down their license

5(c)

number. Without follow up what's the point! Even a letter of warning mailed to the individual would be a start in the right direction.

My question to you is, who should be responsible to enforce our bylaw if the police are not able to. I agree their time would be better utilized cleaning up our streets of crime not garbage!

People need to understand how serious this City is about its "Green" commitment. So why not give the authority to monitor the issue of tarping and securing loads to those most directly involved – like the City Board of Works and Landfill Site. People would certainly take notice once they received their "letter of notice" after approaching the weigh scale without being "tarped" or tied down. A second offence could be a community service sentence – like picking up litter along specified roads/sidewalk areas within the City. And a third offence could impose a fine (\$50 - \$100). Monies made by the City could be used for "special" projects at the landfill site or better yet be turned over to "green" charities within the City.

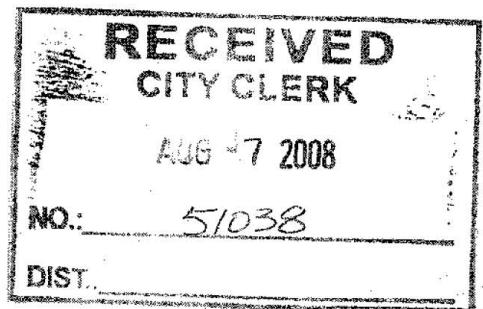
Travellers and tourists, driving our streets could appreciate the natural clean, green beauty of Sault Ste. Marie. It makes sense – if we want to talk the talk then we must also walk the walk.

In closing, I hope you take this complaint in the helpful spirit in which it is meant and I hope you take appropriate action to put a stop to this illegal practice. Council needs to discuss this issue and find a solution. I can be reached at the above mailing address or contacted at (705) 541-2268.

Yours truly



Linda Lewis





SOCIÉTÉ DU 400^e ANNIVERSAIRE DE QUÉBEC
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925, Grande Allée Ouest, bureau 520
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Tél. : (418) 648-2008 Téléc. : (418) 648-0699

5(d)

July 31, 2008

**To all participating cities, communities
and bell ringers**

Dear Sir, Madam,

Last July 3 at 11 o'clock EST, thousands of bells rang out all across Canada to mark the arrival of Samuel de Champlain at Québec 400 years ago. We were very proud to be part of this unique experience during which bells chimed from coast to coast while the boats in the ports of Halifax, Vancouver, Victoria and Québec City also sounded their horns.

This was a moment of high emotion in the traditional "Salute to Champlain" during the official ceremonies and an unparalleled affirmation of our shared history.

To the many cities, towns, dioceses and communities that took part in this special opportunity to join us in celebrating our 400th anniversary throughout Canada, I sincerely appreciate your invaluable participation and support.

Thank you!

Jean Leclerc
Chairman of the Board
Société du 400^e anniversaire de Québec

RECEIVED

AUG - 7 2008

MAYOR'S OFFICE

N.B. L'adresse de notre siège social est maintenant : 925, Grande Allée Ouest, bureau 520 Québec (Québec) G1S 1C1

5(e)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Bud Campbell TELEPHONE: 759-9003

ADDRESS: 97 QUEENSGATE BLVD POSTAL CODE: P6A 6Y4

The above person hereby makes application for the closing of

QUEENSGATE BLVD.

(Name of street to be closed)

from NORTH PROPERTY LINE OF #73 to NORTH PROPERTY LINE of #909
(reference points - street numbers, cross streets, etc.)

on the 6th day of SEPTEMBER 2008 from 12 AM am/pm to 1D am/pm
for the purpose of QUEENSGATE BLVD ANNUAL STREET PARTY
* RAIN DATE SEPTEMBER 13, 2008

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
969 Queen Street East
(Rear of Plummer Hospital)

Signature of Official

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

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____

(date)

(By-law No.)

5(e)

Mr. Mayor, Councilors, City staff and citizens of Sault Ste Marie

SUBJECT: Temporary Street Closure

Saturday, 6th September 2008
Queensgate Boulevard

The residents on Queensgate Boulevard request permission from the City of Sault Ste. Marie to temporarily close a portion of the street to allow the available families to celebrate their unique neighborhood with games, food and fun with children and grandparents.

Attendance at this annual celebration of our great family neighborhood has grown significantly as the street has expanded. It began first in a home, and then moved to yards as the street grew. Last year we had to hold it at the local Queensgate Greens golf course to accommodate all the new neighbors. The number of residents has again increased significantly this year. The golf course however is not available and we want to keep it close so the kids can play, and be, near to their own homes.

This is one of our two annual events; the other which is "Santa's Runway" that is held every Christmas Eve and also involves all the families.

We therefore request permission for a temporary street closure be permitted on Queensgate Boulevard, from the north property lines of # 109 & #134 down to the north property line of #73, from 12 noon to 10pm on the 6th September 2008. This will provide sufficient space for our event and still allow most residents and emergency vehicles continued access to and from Trunk Road or Queen Street. We will put a sign at each end of Queensgate Boulevard, Trunk Road and Queen Street, notifying drivers it is temporarily closed to through traffic. We agree to re-open the street at any time if a real need arises.

There are 67 lots on Queensgate Boulevard.

- 2 lots are undeveloped
- 9 are homes being developed for sale
- 56 are occupied residences

We sent an Email with this information to 48 residences and hand delivered copies to the other 9 as well as copying our councilors. To date all responses are in support of this application. Exact numbers will be available at the council meeting.

We thank you for your attention to, and consideration of, this matter.

Bud Campbell for the
Residents of Queensgate Boulevard

5(f)



PAGE 1 OF 2

APPENDIX B-2A

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

APPROVALS

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

Name of

Group/Organization: Sault Area Hospital Foundation

Name of Event:

RBC Financial Group's Chilifest

Date(s) of

Event: Sept. 7, 2008Site: Roberta Bondar PavilionTimes of Event: 12 noon to 4 pm

Location: _____

Times of Beer Garden:

12 noon to 4 pmDavid Shier

Name of Special Occasion Permit Holder

Giselle Chiarello

Name of Identified Designate

Giselle Chiarello

Signature of Special Occasion Permit Holder

Signature of Identified Designate

969 Queen St. E. 759-3816 or969 Queen St. East / 759-3827 or 945-8590

Address of Permit Holder/Telephone

946 - 9775

Address of Identified Designate/Telephone

1. Sault Ste. Marie Police Service

2. Sault Ste. Marie Fire Services

Fire Prevention Office

J. Hudon

Signature of Official

K. O.

Signature of Official

3. Algoma Health Unit

4. Community Services Department

Environmental Health City Hall, 6th floorRecreation and Culture Division or
Community CentresJ. Dancella

Signature of Official

D. Ballstad Jr.

Signature of Official

TO BE POSTED AT EVENT.**FOR OFFICE USE ONLY**

City Council Approval Received on _____

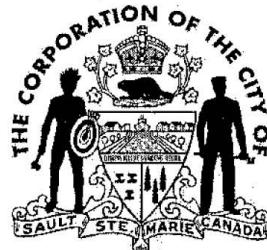
Date _____

C.S.D. Staff Representative _____

Signature _____

5(g)

Joseph M. Fratesi, B.A. 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

2008 08 18

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. Frank Bentrovato – Engineering – Building Division

O.B.O.A. Training
September, 2008
Woodbridge, ON
Estimated total cost to the City - \$ 2,240.85
Estimated net cost to the City - \$ 2,240.85

2. Bruce Lash – Fire Services

CBRNE Annual Live Exercise
September, 2008
Sarnia, ON
Estimated total cost to the City - \$ 402.00
Estimated net cost to the City - \$ 402.00

3. Kathy Fisher – CSD – Recreation & Culture – ECNHS-HSB

Meeting for War 1812 Bicentennial
August, 2008
Mackinaw City, MI
Estimated total cost to the City - \$ 100.00
Estimated net cost to the City - \$ 100.00

4. **Michelle Kelly – Engineering – Planning Division**
Secretary-Treasurers Seminar / Workshop
September, 2008
Town of Blue Mountain, ON
Estimated total cost to the City - \$ 613.04
Estimated net cost to the City - \$ 613.04
5. **Marcel Provenzano – Fire Services**
Executive Development
September, 2008
Gravenhurst, ON
Estimated total cost to the City - \$ 175.00
Estimated net cost to the City - \$ 175.00
6. **Robert Rushworth – Fire Services**
AMEMSO 2008 Conference
September, 2008
London, ON
Estimated total cost to the City - \$ 1,070.00
Estimated net cost to the City - \$ 1,070.00
7. **Malcolm White – Clerk's Department**
AMCTO Vital Statistics Seminar
September, 2008
Sudbury, ON
Estimated total cost to the City - \$ 730.00
Estimated net cost to the City - \$ 730.00
8. **Bill Freiburger – Finance Department**
Municipal Finance Officers Conference
September, 2008
Blue Mountain Resort
Estimated total cost to the City - \$ 1,569.00
Estimated net cost to the City - \$ 1,569.00
9. **Carlo Provenzano – Fire Services**
Advanced Fire Prevention Theory
September, 2008
Gravenhurst, ON
Estimated total cost to the City - \$ 175.00
Estimated net cost to the City - \$ 175.00
10. **Paul Antonello – Fire Services**
Application/Adult Education Principles
September, 2008
Gravenhurst, ON
Estimated total cost to the City - \$ 75.00
Estimated net cost to the City - \$ 75.00

5(g)

11. Dodie Mills – Fire Services
OFCSA Educational Seminar
September, 2008
Gravenhurst, ON
Estimated total cost to the City - \$ 245.00
Estimated net cost to the City - \$ 245.00

12. Terry Barrett – Fire Services
Application/Adult Educational Principles
October, 2008
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

13. Rod Fremlin – Fire Services
Incident Management Practice
October, 2008
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

14. Terry Shildroth – Fire Services
Incident Management Practice
November, 2008
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

Yours truly,

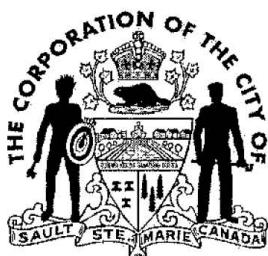


Joseph M. Fratesi
Chief Administrative Officer

JMF: bb

5(h)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2008 08 18

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

Re: Tender for Grinding of Stockpiled Used Asphalt

Attached hereto for your information and consideration is a summary of the tenders received to grind stockpiled used asphalt for reuse in site preparation for expanding the composting site at the Municipal Landfill.

The tender was publicly advertised and tender documents were forwarded to all firms on our bidders list. A public opening of the tenders received was held August 6, 2008, with Councillor Susan Myers representing City Council.

The tenders received have been evaluated and reviewed with Mr. Jim Elliott, P. Eng., Deputy Commissioner of Public Works and Transportation and the low tendered price, meeting specifications, has been identified on the attached summary.

Funding for this service is derived from the Compost Site Upgrade account.

RECOMMENDATION

It is therefore my recommendation that the tender for the Grinding of Stockpiled Used Asphalt be awarded to Possamai Construction, at their tendered price of \$6.64 per tonne, plus G.S.T.

This report is submitted for Council's approval.

Respectfully submitted,

A handwritten signature of Ralph Robertson.

Ralph Robertson
Manager of Purchasing

Recommended for approval,

A handwritten signature of W. Freiburger.

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

RECOMMENDED FOR APPROVAL

A handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi
Chief Financial Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
P.O. BOX 580 * CIVIC CENTRE * SAULT STE. MARIE, ONTARIO, CANADA P6A 5N1
TEL: (705) 759-5299 * FAX: (705) 759-1842

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$60,000.00**

**RECEIVED: August 6, 2008
File #2008WB04**

**SUMMARY OF TENDERS
ASPHALT GRINDING - STOCKPILED USED MATERIAL**

<u>Firm</u>	<u>QTY to be Ground (tonnes)</u>	<u>Price per Tonne before G.S.T.</u>	<u>Total Price inc. G.S.T.</u>	<u>Remarks</u>
Possamai Construction Sault Ste. Marie, ON	10,000	\$6.64	\$69,720.00	Meets Specifications

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

Although only one tender was received, the price per tonne tendered is deemed to be fair and equitable.
It is my recommendation that the low tendered price, submitted by Possamai Construction, be accepted.

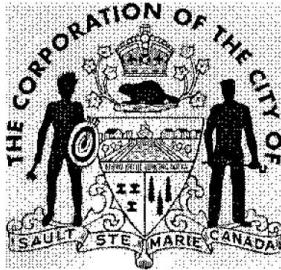
Ralph Robertson
Manager of Purchasing

5(h)

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(i)



2008 08 18

Mayor John Rowswell
and Members of City Council
Civic Centre

RE: Property Tax Appeals

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

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

for
Peter A. Liepa
City Tax Collector

PAL/bk

Attach.

Recommended for Approval:

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

William Feiburger
Commissioner of Finance & Treasurer

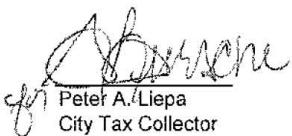
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2007

DATE: 2008-08-18
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
020-034-053-00	267 PIM ST	PAULINE'S PLACE NON-PROFIT HOMES INC	RESIDENTIAL	B	07-080	556.72	22.24	578.96

Certified Correct:



Peter A. Liepa
City Tax Collector

REPORT TOTAL 556.72 22.24 578.96

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

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

(129)

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

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

DATE: 2008-08-18
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS	TOTAL	
						TAXES	INTEREST	ADJUSTMENT
010-013-031-01	100 NICOLAS AVE	510127 ONTARIO LIMITED	MULTI-RESIDENTIAL	D	08-014	4577.15	0.00	4,577.15
020-042-182-00	676 BAY ST	1022254 ONTARIO INC	MULTI-RESIDENTIAL	D	08-015	449.65	0.00	449.65

Certified Correct:

REPORT TOTAL 5,026.80 - 5,026.80


Peter A. Lepa
City Tax Collector

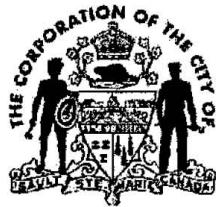
- A. REALTY TAX CLASS CONVERSION
- B. BECAME EXEMPT AFTER RETURN OF ROLL
- C. RAZED BY FIRE AFTER RETURN OF ROLL

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

515

5(j)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2008 08 18

Mayor John Rowswell
and Members of City Council

Essar Centre - Naming Rights Sponsorship

Upon recommendation of the Naming Rights Committee the following resolution was approved at Council's April 28, 2008 meeting:

"That Council approve engaging the firm of Front Row Marketing to provide services, as outlined in their agreement, to endeavour to secure naming rights sponsors for the facility and the ticketing system."

Front Row Marketing's (FRM) first priority was to secure a naming sponsor for the facility. The process entailed contacting potential corporations both local and national.

After contact had been established with the agreed upon list of corporations, a deadline of July 11, 2008 was established for interested parties to submit their letter of interest which was to include the following:

- Proposed annual payment - amount the company is willing to invest in the naming rights
- Term: Proposed commitment in years
- Desired category(ies) of exclusivity for products and services in the Centre, advertising included in the exclusivity
- Additional aspects that would be key to the company's core marketing objectives

Four submissions were received and reviewed by FRM and the Committee. The recommended offer was that from Essar Steel Algoma Inc. Their offer contained the greatest amount of revenue to the City, and unlike other offers, it did not have any conditions attached to it. The highlights of the offer are:

- Term: 10 years
- Exclusivity: None
- Price: \$1.5 million lump sum, plus Essar, at their expense, will arrange for the manufacturing and installation of the main exterior sign, estimated at \$40,000.

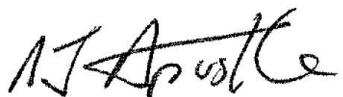
A press conference to announce the new naming rights sponsor took place on Wednesday, July 23, 2008.

5(j)

Additionally, the Naming Rights Committee confirmed that the revenue received from this sponsorship is a line item in the annual operating budget of the facility. This revenue will mean that the annual operating cost of the new Centre will be substantially less than operating the Memorial Gardens, based on last year's operating costs.

The by-law and agreement for this item appear elsewhere on your agenda and are recommended for approval.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jb/council/naming rights eng 18-08

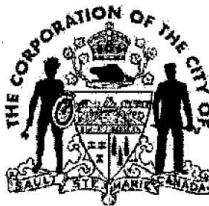
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(k)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2008 08 18

Mayor John Rowswell
and Members of City Council

Essar Centre – Stair Enclosures for the Southeast and Southwest Exterior Stairs

At the beginning of 2008 the consultant, as requested by Council, provided a cost estimate for this project at \$215,000. Subsequently, as part of the 2008 Budget, Council approved this amount for the project.

The consultant was engaged to provide the technical specifications for the tendering of the project. The project was tendered and the low bid is \$253,450. (plus G.S.T.). Attached to this report is the overview of the tender submissions that were received. In addition to the tendered amount there are additional project fees which consist of professional fees of approximately \$18,000., and a contingency allotment which is recommended to be \$10,000. All of which brings the total cost for the project to \$281,450.

The following are options for consideration:

1. Proceed with only constructing one side of the project this year and do the other side next year.

It is estimated that proceeding with only one side of the project will cost approximately 75% of total to do both sides. Therefore this option is not recommended.

2. Defer the project to next year's budget and carry-forward the budget amount for this year's project to next year.

The consultant has advised that costs will continue to rise and that it is difficult to predict the price escalation for next year. In addition to contractors in the local market continuing to be extremely active, there have been dramatic increases in fuel and steel.

5(k)

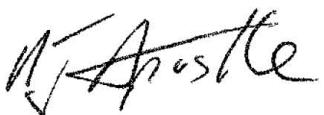
3. Use the 5% Sub-Dividers Reserve (the amount in this reserve is generated from revenues received from new subdivisions in-lieu of providing parkland property) to cover the difference.

This account is used for parks and recreation capital items that have a regional community benefit rather than a neighbourhood benefit. Staff recommend this option.

Recommendation

It is recommended that Council approve the low tender for the Stair Enclosure Project at the Essar Centre to Graham B. Newman Construction in the amount of \$253,450.; and further that Council authorize the increased cost in the project, estimated at \$66,450. for a total project cost of \$281,450., and that the increase (\$66,450.) be funded from the 5% Sub-Dividers Reserve.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

jbcouncil/essar centre stair enclosures aug 18

cc: B. Freiburger, Commissioner of Finance
R. Robertson, Manager Purchasing

attachment

Project

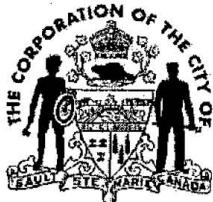
**Sault Event Centre
Southeast & Southwest Stair Windbreaks
0828
17 July 2008 @ 4:00:00 pm**

TENDER ANALYSIS FORM

EPOH Inc.

Contractor	Time Received	No. of Addenda	Security Deposit	A Tender Amount (\$)	B GST (\$)	C Total Contract Price (\$) A+B	D Completion Date (weeks from award)	E Remarks
Newman Construction	3:15	2	X	253,450.00	12,672.50	266,122.50	14 wks	
George Stone & Sons	3:05	2	X	326,110.00	16,305.50	342,415.50	14 wks	

(7) 2



2008 08 18

Mayor John Rowswell
and Members of City Council

Skatepark Project

Background

The following resolution was passed at Council's June 23, 2008 meeting:

Whereas the Skatepark initiative is very important to the your of our community; and

Whereas 2008 has been declared the year of the youth; and

Whereas a goal of \$38,000 is yet to be reached in fundraising due to changes in the Superior Community Skatepark Association (SCSA); and

Whereas the P.R.A.C. Sub-Committee along wit SCSA and now the Youth Association is preparing to aggressively reach this target through a new fundraising plan; and

Whereas in April, City Council directed staff to proceed to tender for Phase 1;

Be it resolved that the P.R.A.C Sub-Committee, SCSA and Youth Association fundraising group come back to Council in one month with a detailed fundraising plan with identified targets to raise these fund; and Further be it resolved that staff be directed to proceed with the tender to ensure the financial target of \$38,000 is still the amount sufficient to proceed with Phase One."

In addition to the above, Council received a report from staff, see Appendix A – attached.

The overall budget for phase one of the project is \$225,000. (including professional fees) which consists of \$100,000. from the City; \$75,000. from the Ontario Trillium Foundation; \$12,000. from the Superior Community Skatepark Association; and \$38,000. to be raised from fundraising efforts. The amount allocated for the construction aspect of phase one is \$187,000.

The project tender was structured as to allow for the in-kind donations that have been arranged by the Fundraising Committee. Two submissions were received:

1. George Stone and Sons Ltd. in the amount of \$337,043.12 (plus G.S.T.) less \$15,921.60 for the in-kind donations, for a total of \$321,121.52 plus G.S.T.
2. UCC Group Inc in the amount of \$397,010.00 (plus G.S.T.) less \$7,830.00 for the in-kind donations, for a total of \$389,180.00 plus G.S.T. This submission was rejected because the mandatory deposit cheque was not submitted.

The above bids do carry a small contingency but do not account for any "hard landscaping, soft landscaping, or furnishings" costs.

The reasons for the increase in the cost of the project (when comparing the tender price to the estimated cost) is likely due to the local market continuing to be extremely active and the dramatic increases in fuel and steel.

The overview of the project financing is:

Low Tender	\$337,043.12
Plus Professional fees	\$ 40,000.00
Less credit for in-kind services	\$ 15,921.60
Less secured project funding	<u>\$187,000.00</u>
Funding Shortfall	\$174,121.52

Sub-Committee Review

The Sub-Committee reviewed the following aspects of the project:

- Presently there is no skateboarding facility in the city. The temporary Skatepark was dismantled earlier this year because it was unsafe.
- Although it is difficult to predict what the price escalation for next year will be, undoubtedly prices will continue to rise.
- The cost of the original project was too high so the project was split into two phases in order to reduce the cost; however the result has been that the cost of Phase One is as much as the original estimate for the entire Skatepark.
- A decision to proceed will need to be made by the beginning of September, at the latest, in order for contractor to have enough time to complete the Skatepark this year.
- The Ontario Trillium Foundation (OTF) funding of \$75,000. could be in jeopardy. Although the OTF has previously extended funding for other projects, their approval for extending the funding deadline for our project will be required.
- The shortfall in the project funding of \$174,121.52 is a considerable amount.

5(1)

Project Options

The options listed below were reviewed by the Sub-Committee:

1. Do not proceed with the project.

The Sub-Committee does not recommend this option for consideration at this point in time. There are other options that should be pursued.

2. Request that Council refer the project funding to the appropriate staff to determine if the shortfall of approximately \$175,000. can be allocated from existing City resources and report back to Council at their September 8th meeting.

The Sub-Committee believes that this project is important to the recreational fabric of the City and they recommend this option.

3. Defer the City's allocation for the project until next year's budget, and in addition request approval from the OTF for their portion of the funding to be extended until next year as well.

The Sub-Committee does not recommend this option for consideration at this point in time.

Recommendation

The Skatepark Sub-Committee unanimously recommends that Council refer the project funding to the appropriate staff to determine if the shortfall of approximately \$175,000. can be allocated from existing City resources and report back to Council at their September 8th meeting.

Respectfully submitted on behalf of the Skatepark Sub-Committee (P.R.A.C.),



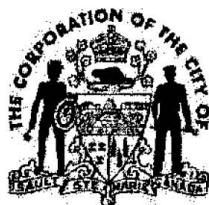
Nicholas J. Apostle
Commissioner Community Services

jbcouncil/skatepark aug 18 08

cc: Parks and Recreation Advisory Committee
B. Freiburger, Commissioner of Finance
R. Robertson, Manager Purchasing

5(1)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2008 06 23

Mayor John Rowswell
and Members of City Council

Skatepark Update

Background

The following was reported to City Council earlier this year:

- The cost estimate for Phase 1 is \$225,000.00 including professional fees
- Secured funding consists of \$100,000.00 from the City; \$75,000.00 from the Ontario Trillium Foundation; and \$12,000.00 from the Superior Community Skatepark Association (S.C.S.A.)
- The fund raising component is anticipated to be at least enough to cover the shortfall (\$38,000.00)
- The fundraising needs to be in place prior to the project going forward

At the April 14, 2008 City Council meeting approval was given to have staff proceed to tender Phase 1 of the skatepark project. The project should be ready to go out to tender in the next few weeks.

A major concern right now is that all of the funding is not in place for the estimated cost of Phase 1. Specifically, the fund raising efforts, at this time, are well below the target amount. The fundraising is being coordinated by the Parks and Recreation Advisory Committee Skatepark Sub-Committee along with the S.C.S.A. and a few volunteers. Recently the President of the Youth Association, Mr. Alvin Olar joined the fundraising efforts, thus providing added assistance. The fundraising campaign has recently begun and therefore they are not within reach of their target amount. The Committee remains optimistic that they will be able to meet their targeted goal as their campaign now enters high gear.

Since, at this time, fundraising is well below the target amount, the tender will be postponed until either the fundraising efforts have reached their goal or the campaign ends. In any case, a further report will be coming back to City Council.

All of which is respectfully provided as information.

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

Nicholas J. Apostle
Commissioner Community Services

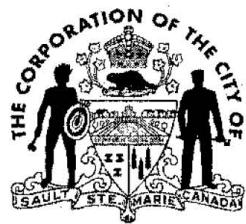
l/css admin/council/report to Council SkatePark Update

cc: Parks and Recreation Advisory Committee
P.R.A.C. – Skatepark Sub-Committee

5(m)

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

2008 08 18

Our File: Contract 2008-6E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2008-6E
MISCELLANEOUS ASPHALT REPAVING**

As council is aware, the above-noted contract was awarded to Pioneer Construction at the council meeting of 2008 07 07. In order to minimize disruptions to traffic, a portion of the "Cold in Place" recycling of Great Northern Road from McNabb to Wawanosh will be done between the hours of 9pm and 9am. The equipment that performs this operation involves a large train of machinery which is better used during low traffic hours. This work should be complete in one shift and is tentatively scheduled for the week of August 18th to 23rd. As part of this operation, some of the recycled asphalt from Great Northern Road is being donated to the repaving Fifth Line and must also be delivered and paved during the same shift. The area of Fifth Line being paved is from the Conservation Authority property to Landslide Road North and does not affect any residences. Homes on Fifth Line from Great Northern Road easterly have been mailed notices that trucks will be using Fifth Line during the above-mentioned hours.

This report is for council's information.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

RECOMMENDED FOR APPROVAL

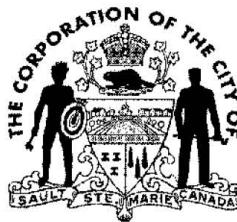
Joseph M. Fratesi
Chief Administrative Officer

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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

August 18, 2008

Mayor John Rowswell
Members of City Council

RE: Monitoring Wells West of Landfill Site

Background:

Currently, approximately 60 monitoring wells are constructed and regularly sampled to provide our landfill consultants (TSH Engineers and Dillon Consulting) with information regarding flow, chemical composition, depth, etc. of the groundwater in the area of the landfill. As has been reported in our recent Landfill annual reports, a narrow leachate plume is traveling west of the site. The MOE is in agreement that we must apply for a Contaminant Attenuation Zone (CAZ) boundary west of the existing approved landfill limit.

Our consultants are recommending an additional 5 monitoring wells be installed this fall. These additional monitoring well installations will be required to:

1. Monitor compliance at the new CAZ boundary;
2. Assist in identifying the best location for new purge wells; and
3. Measure the success of future purge wells in mitigating the remnant plume.

It is estimated this work will cost \$40,000 with the funds coming from the Waste Disposal Site Reserve.

The purge wells are intended to be installed next year pending sampling results and information obtained from these new monitoring wells.

Recommendation:

Engineering & Planning seeks approval to proceed with this work immediately with funds coming from the Waste Disposal Site Reserve account.

Respectfully submitted,

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

/bb

Recommended for Approval:

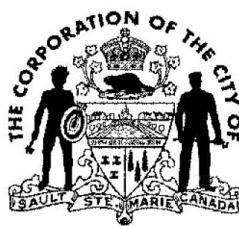
Jerry D. Dolcetti, RPP
Commissioner

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

August 18, 2008

Mayor John Rowswell
Members of City Council

RE: Landfill Gas Collection

Introduction

Landfill gas is considered to be a significant source of greenhouse gas emissions as it contains about 50% methane (CH_4), a potent greenhouse gas with a global warming potential 21 times that of carbon dioxide (CO_2). Landfill gas also contains trace amounts of other compounds that can cause odours or affect local air quality. (from MOE document: *Application for Funding of Landfill Gas Capture Facilities*)

Landfill gas emissions can be controlled by collecting the gas using a network of collection wells and burning the gas for energy purposes (e.g. electricity production) or simply to burn off the methane. (from MOE document: *Application for Funding of Landfill Gas Capture Facilities*)

Background

In October 2007, Council approved the City's partnership with PUC Services to conduct a feasibility study regarding the active collection of landfill gas and the generation of electricity. The study, which was funded by PUC Services, was completed by the consultant team of TSH Engineers and Dillon Consulting, who are currently working on the City's waste management environmental assessment. The study included estimating landfill gas generation rates and presented the feasibility of the project giving consideration to several factors, including, but not limited to:

- PUC financing assumptions;
- Revenue potential including the Standard Offer program; and
- Capital, operational and maintenance expenses.

Given the value of the project, (ie. approximately \$5 M over two phases) PUC hoped to have a more accurate idea of the landfill gas generation rates. This information is required to properly size the electricity generation equipment. It was determined that the modeling used was the best possible and that measuring actual emissions, once constructed, would be the safest and most prudent way to proceed. PUC Services wants to determine the size of generating plant that best matches available landfill gas supply.

New Landfill Gas Regulation

Since the study was conducted, the new landfill gas regulation has been introduced by the Ministry of the Environment. This new regulation makes mandatory the collection of landfill gas for sites larger than 1.5 million cubic metres. This new regulation applies to our municipal landfill site. The collection system must be in place for completed areas by December 31, 2010.

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It is important to note that the existing passive landfill gas collection system at the site will not satisfy the requirements of the regulation, however, some components may be utilized with the active system. The existing passive system was installed in an effort to minimize odour from landfill gas.

New Funding Program

In conjunction with the new regulations, the Province is providing approximately \$10 million in funding to support municipalities over three years. Up to 2/3 funding support is available for the design and construction of the landfill gas facilities for collection and flaring or electricity generation.

Given the preliminary estimate of the entire project is approximately \$5.0 M, receiving 2/3 funding for design and construction would significantly affect the electricity generation business case and potential partnership with the PUC.

Carbon Credits

Based on the information gathered to-date there remains the potential for the municipality to collect carbon credits for the destruction of landfill gas. This may mean approximately \$250,000 annually for the municipality. There is uncertainty industry-wide as to this fact, based on the new landfill gas legislation and the infancy stage of the Canadian Offset System. Considering the monitoring/calibration requirements for landfill gas collection and combustion (flare) projects for Canadian municipalities has not yet been released, it is intended by staff that the design of our system would best incorporate the industry standards.

Staff also hope to continue to communicate with the Green Municipal Corporation and FCM in order to access their expertise in securing carbon credits on behalf of municipalities.

Recommendation

The Engineering and Planning Department recommends that TSH Engineers and Dillon Consulting prepare the application for funding for the design and construction of a landfill gas collection system within the budget and consulting agreement, for the waste management environmental assessment, and furthermore, to continue to communicate with the Green Municipal Corporation regarding securing carbon credits for the destruction of landfill gas

Respectfully submitted,

Recommended for Approval:



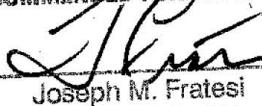
Susan Hamilton Beach, P. Eng
Land Development & Environmental Engineer

/bb



Jerry D. Dolcetti, RPP
Commissioner

RECOMMENDED FOR APPROVAL

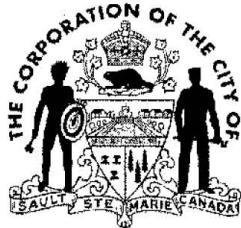


Joseph M. Fratesi
Chief Administrative Officer

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LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. A.3.6

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2008 08 18

Re: Designated Fire Route – Private Property – 40 Sunnydale Road

I have received a request from Fire Services to have a fire route designated along the westerly side of private property located at 40 Sunnydale Road. The property is a residential tenancy building and the owner has expressed concern that tenants are not parking in designated spots, but rather in front of the building. He is concerned that firefighting might be affected as a result. Fire Services have indicated that they share this concern. Accordingly, elsewhere on your agenda tonight you will find By-law 2008-147. The by-law amends the Fire Route By-law 81-404 to include this subject property.

RECOMMENDATION

By-law 2008-147 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature of Nuala M. Kenny.

Nuala M. Kenny
Assistant City Solicitor

NMK/dh

Recommended for approval,

A handwritten signature of Lorie Bottos.

Lorie Bottos
City Solicitor

RECOMMENDED FOR APPROVAL

A handwritten signature of Joseph M. Fratesi.

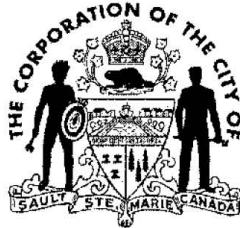
Joseph M. Fratesi
Chief Administrative Officer

cc: Mr. Paul Milosevich, Assistant Fire Chief, Prevention, Sault Ste. Marie
Fire Services
Mr. Carlo Provenzano, Fire Prevention Officer, Sault Ste. Marie Fire Services

5(2)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO.: P.4.5.347

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Nuala Kenny
Assistant City Solicitor

DATE: 2008 08 18

SUBJECT: PROPERTY EXCHANGE INVOLVING THE CITY, STUDIO
10 AND THE ST. MARY'S RIVER BRIDGE COMPANY
(INTERNATIONAL BRIDGE AUTHORITY)

On October 15th of 2007 City Council passed By-law 2007-175 which authorized a property exchange amongst the St. Mary's River Bridge Company (which owns property on the Canadian side of the bridge for the International Bridge Authority), Studio 10 and the City. A copy of my report dated 2007 10 15 is attached. A plan showing the property in question is also attached.

Ms. Judy Luzzi has continued to negotiate on behalf of the International Bridge Authority with the owner of Studio 10. Mr. Gill has requested that he be allowed to buy additional property on Hudson Street south of the property that was agreed to be exchanged with him earlier. The additional property has frontage of approximately 78' on Hudson Street the depth approximately 128' (measurements to be confirmed by a survey). The total area is approximately 9,984 square feet. Ms. Luzzi estimates the value to be \$37,300.

The disposal of this property by the City will not in any way jeopardize the Gateway Project. This property on the west side of Hudson Street has not been identified by the new proponent as being necessary for its development of the Gateway site.

The completion of this transaction however is important to the International Bridge Authority. It is part of the Authority's plans to re-develop the Canadian Bridge plaza.

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RECOMMENDATION

The recommendation is that Council pass By-law 2008-144 which appears on your agenda this evening. That authorizes the transfer of parcel identified as subject property in the attached map to the registered owner of Studio 10.

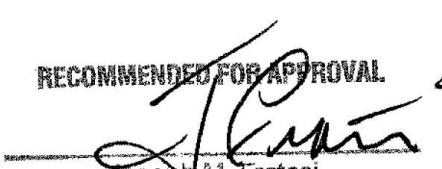
Respectfully Submitted,



Nuala Kenny
Assistant City Solicitor

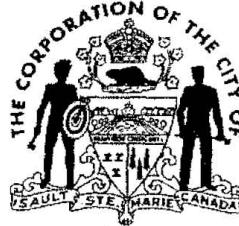
NK/cf
Enclosures

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

P.4.6.389

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Nuala Kenny
Assistant City Solicitor

DATE: 2007 10 15

SUBJECT: REQUEST TO PURCHASE A PORTION OF 75 HUDSON STREET – ST.
MARY'S RIVER BRIDGE COMPANY & INTERNATIONAL BRIDGE
AUTHORITY

1. PURPOSE

The purpose of this report is to advise Council of a request from the St. Mary's River Bridge Company and International Bridge Authority to acquire an 88' x 110' parcel of land municipally known as 75 Hudson Street.

2. BACKGROUND

The St. Mary's River Bridge Company and International Bridge Authority are interested in acquiring vacant land at 428 Queen Street West which is owned by 598096 Ontario Limited operating as Studio 10. The property provides parking for the hotel establishment at 89 Hudson Street (Studio 10). It is proposed that the St. Mary's River Bridge Company and International Bridge Authority purchase an 88' x 110' parcel of land abutting 89 Hudson Street from the City and exchange it for the property at 428 Queen Street. J. E. Luzzi has prepared an appraisal and the Company/Authority are prepared to pay to the City the appraised value of \$36,100 as well any costs associated with the acquisition, i.e. reference plan, etc.

For Council's information, I am the author of this report because Mr. Bottos, who normally does reports to council on real estate matters, sits as a director on the St. Mary's River Bridge Company Board and is also a Company appointment to the Joint International Bridge Authority, both positions without compensation.

3. ATTACHMENT

A plan of the subject property is attached.

If Council is in agreement with this request, By-law 2007-175 appears elsewhere on your agenda and is recommended for your approval.

Yours truly,

Nuala Kenny
Nuala Kenny
Assistant City Solicitor

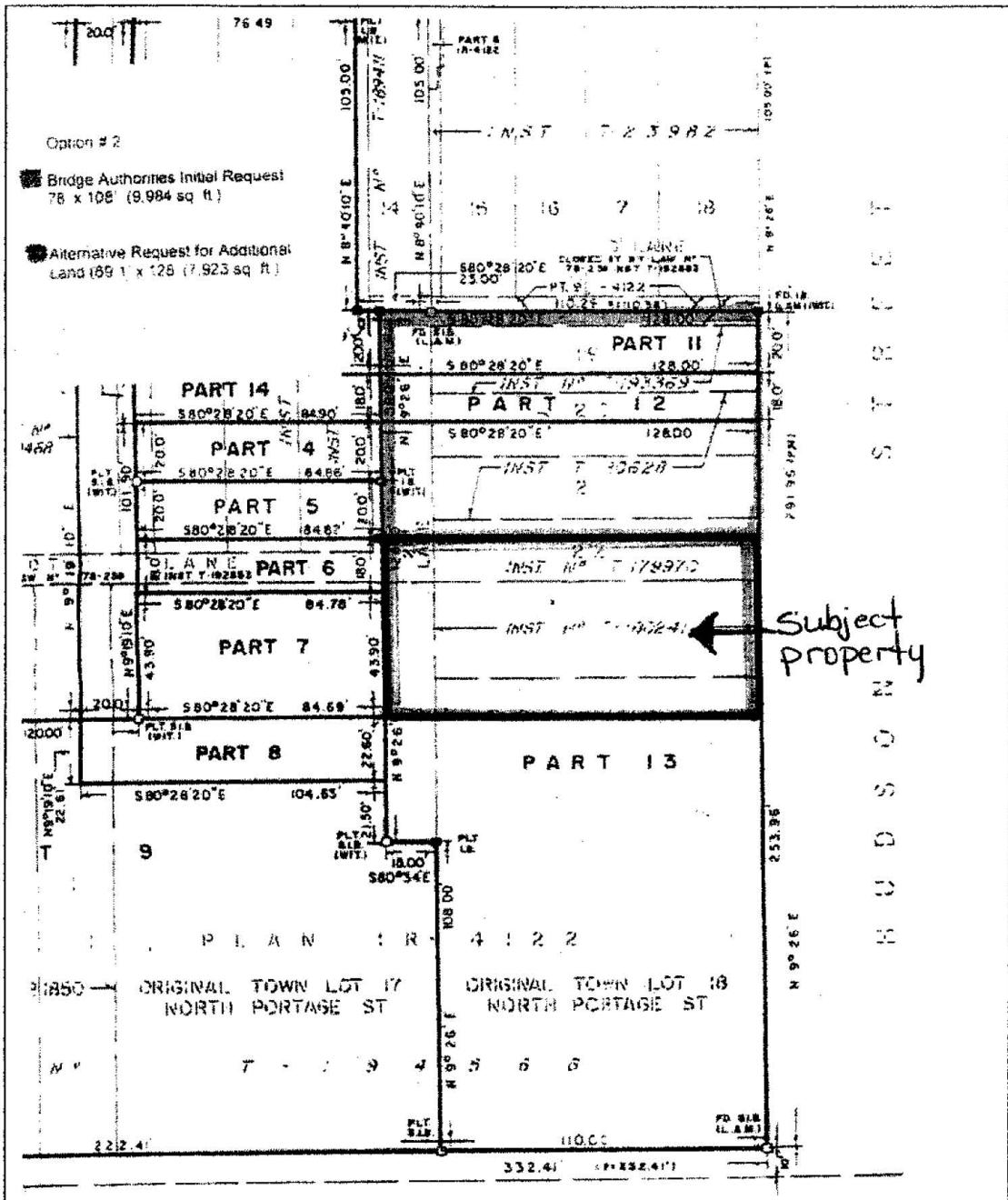
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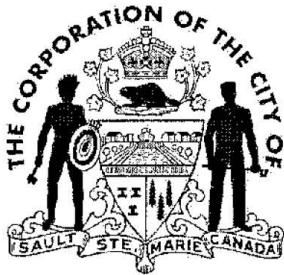
Encl.

Respectfully Submitted

Lorie Bottos
Lorie A. Bottos
City Solicitor

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





File No.

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Denis Desrosiers, Court Liaison Supervisor

DATE: August 7, 2008

Re: Issuing a Request for Proposals for Professional Collection Services for POA Accounts Receivables

Background: The Province of Ontario transferred the responsibility for the administration, prosecution, collection and enforcement of Provincial Offences Act (POA) fines on March 12, 2001. At that time the Province also transferred some \$5,000,000 in existing receivables, much of it quite old and potentially uncollectible, to the City and its municipal partners. In the last seven years, the balance has increased with the growing number of charges laid by enforcement agencies. The current balance has accrued by \$5,200,000 in outstanding POA fines, representing some 32,000 old and current files. The Province is reviewing a write off policy that will allow municipalities to remove some fines, deemed uncollectible and dated, from municipal receivables.

The POA office has processed gross revenues in excess of 1.3 million dollars annually (as high as 1.8 million) since the downloading despite the steady increase in charges. While measures to enforce fines as provided for by relevant legislation are conducted and an aggressive in-house enforcement campaign was performed, a significant percentage of these fines are quite dated and do not meet the criteria for licence suspension. These fines remain unpaid and are best suited to a collection agency. The City has engaged a professional collection service in the past to assist with the collection of defaulted fine revenues that otherwise would not be enforced.

The Provincial Offences Division is looking to issue an RFP for Professional Collection services. The commissions and costs associated with the use of collection services that range between 10% and 17%, can now be added to the fines with approval from the Minister of the Attorney General. In effect, the use of a collection agency will be revenue neutral as the costs for collecting the fines

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will be in addition to the outstanding amounts. The City will receive the fine portion of the total collected while the collection agency retains their commission.

Collections discussions were held with members from Finance, Accounting, Legal and POA. It was decided that the sourcing out of collection services needed to be put back into place to help collect on defaulted fines. It was also decided that the City would benefit by utilizing the same collection services for delinquent non tax related municipal receivables (at a later time). This is in-line with the City's current account's receivable policy.

RECOMMENDATION:

The POA Division, Legal Department and the Finance Department are recommending the approval to issue a request for proposal for Professional Collection services. Furthermore, the POA division is recommending Council endorse a resolution requesting the Minister of the Attorney General approve the addition of collection costs to municipal POA receivables.

Respectfully submitted,



Denis Desrosiers
Court Liaison Supervisor
Provincial Offences Division

Recommended for Approval,



Lorie Bottos
City Solicitor

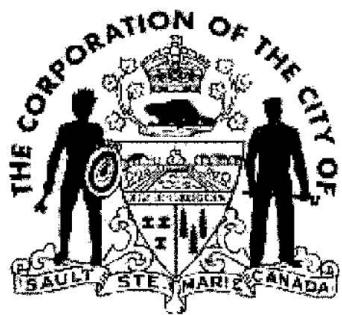
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(s)

Mr. Don Scott
Transit Manager



Public Works and Transportation
Department
Transit Division

2008 08 18

Mayor John Rowswell &
Members of City Council
Civic Centre

RE: REPLACEMENT OF ONE (1) PARA BUS AND ONE (1) HEAVY DUTY, FORTY FOOT BUS - FUNDED FROM THE 2008 ONTARIO BUS REPLACEMENT PROGRAM (OBRP) AND THE PROVINCIAL PUBLIC TRANSIT GRANT

BACKGROUND FOR FUNDING

a) 2008 Bus Replacement Program

In August of 2007, Transit staff submitted our annual projected transit vehicle replacement requirements to the province, which then qualified the City of Sault Ste. Marie to participate in the 2008 bus replacement program. On April 29, 2008, Mr. Jim Bradley, Minister of Transportation, announced \$165,500 in 2008 OBRP funding for the City of Sault Ste. Marie to assist with the purchase of one (1) para bus and one (1) heavy duty, forty foot bus.

b) 2008 Provincial Public Transit Grant

On February 29, 2008 the province announced a one time grant of \$706,935 for the City of Sault Ste. Marie to purchase new capital for the Transit Services Division.

DISCUSSION

Currently the Transit Services Division of the Public Works and Transportation Department operates a fleet of nine para buses averaging 6.3 years of age. The average operating life for a parabus is 7 years and staff is now recommending replacing vehicle # 19, which is 10 years old.

In addition, Transit Services also operates a fleet of 28 full sized buses with an average age of 14.24 years. The average operating age for a heavy duty, full sized bus is 12 years and staff is recommending replacing vehicle #116, which is no longer road worthy and has been dismantled for parts.

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Staff is recommending to Council that the City of Sault Ste. Marie combine revenue from the 2008 Ontario Bus Replacement Program and the Provincial Public Transit Grant, which together will provide 100% funding to replace transit vehicles #19 and #116 - at a projected cost of \$550,000.

RECOMMENDATION

It is recommended that funding from the Ontario Bus Replacement Program and the Provincial Public Transit Grant be combined for the tender and purchase of one (1) para bus and one (1) heavy duty, forty foot bus at an estimated combined cost of \$550,000 be approved.

Respectfully submitted,



Don Scott
Transit Manager
Public Works and Transportation

Recommended for approval,



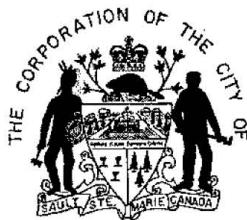
Patrick M. McAuley, P. Eng.
Commissioner
Public Works and Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

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City Works Centre
128 Sackville Road

2008 08 18

Mayor J. Rowswell
and Members of City Council
Civic Centre

Subject: **Proposed Bylaw for the Control and Management of Curb side Scavenging**

Background

With the increasing value of metals and the recently instituted deposit on LCBO bottles, our recycling contractor is experiencing a noticeable loss of product to scavenging. There are a number of people who routinely walk and drive our recycling routes, ahead of our contractor's recycling trucks, removing material from residential blue boxes. This has occurred periodically over the past few years, but has increased substantially after the LCBO deposit system began.

As a result, not only is our revenue for the sale of product being affected (we share revenue 50/50 with the contractor) we also have residents expressing various concerns. Complaints have been received about blue boxes being overturned at curb side. Residents have also expressed concern about the possibility of identity theft when they have observed someone rummaging through their recycling boxes. There have been several reported confrontations between those doing the scavenging and homeowners, as well as with our recycling contractor.

We are aware of other Ontario communities, including Toronto, that are in the process of passing bylaws making scavenging illegal.

Discussion

We are unable to prevent scavenging of curb side recycling material without having a bylaw in place making the activity illegal. The attached proposed By-Law protects the municipal investment in the recycling program by ensuring that all materials put out for recycling are collected and brought to the recycling facility.

Recommendation

The proposed bylaw is recommended to Council and appears elsewhere in your agenda.

All of which is respectfully submitted.

Randall Roy

Randall Roy
Waste Diversion Supervisor
Public Works and Transportation

Recommended for Approval

P.M. McAuley
Patrick M. McAuley, P. Eng.
Commissioner
Public Works and Transportation

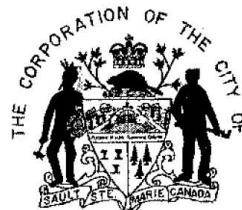
RECOMMENDED FOR APPROVAL

PMM:pmm

J. Fratesi
Joseph M. Fratesi
Chief Administrative Officer

5(u)

J. M. ELLIOTT, P. ENG.
DEPUTY COMMISSIONER



DEPARTMENT OF
PUBLIC WORKS
& TRANSPORTATION

2008 08 18

Mayor John Rowswell
And Members of Council
Civic Centre

**RE: REQUEST FOR SIGNAGE AT MCNABB STREET/BLACK ROAD
INTERSECTION**

On May 26, 2008, Council passed the following resolution:

"Whereas with the traffic flow moving in a westerly direction on McNabb Street coming up to Black Road;
And there is no signage directing traffic that wishes to exit in the right hand lane to merge onto Black Road in a northerly direction;
The two lanes on McNabb heading west block out the availability to extreme right to exit onto Black Road;
Be it resolved that Council instruct the appropriate staff to study and report back to Council on the feasibility of a sign saying "traffic in the right lane must exit".

Purpose

This report addresses the request to install a sign on the east approach of the McNabb Street/Black Road intersection indicating that "traffic in the right lane must exit".

Background

The lane configuration at the McNabb Street/Black Road intersection is similar to a number of intersections within the City. In this case, westbound traffic along McNabb Street can either make a left turn in the designated turning lane or continue through the intersection in two (2) through lanes. The right hand lane can be used as either a through lane or a turning lane for vehicles heading north on Black Road. In some cases during peak hours, vehicles that want to turn right and head north along Black Road are prevented from turning when three or more vehicles are sitting in the right hand through lane during a red light.

Discussion

As requested in the resolution, staff looked at the feasibility of installing a sign saying "traffic in the right lane must exit". This proposed change would make the right hand lane a dedicated turning lane.

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In order to make a dedicated turning lane, an island would have to be installed to prevent traffic from continuing through the intersection. In addition, the construction of an island as well as other improvements related to this change would cost approximately \$5000 - \$6000.

Staff would not recommend the reduction to one "through lane" along McNabb Street due to the fact that this change would further restrict right-hand turns on Black Road by causing traffic during peak hours to back up along the one lane portion of McNabb Street,

As part of the South Market Extension Construction Project, a dedicated turning lane has been designated. The intersection configuration will allow for a left lane turn lane, two through lanes, and a dedicated right turn lane for traffic heading north on Black Road. It has been proposed that this project will start in the fall of this year and be completed in the fall of 2009.

Recommendation

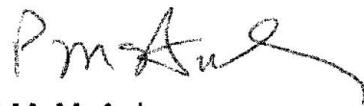
It is recommended that no further action be taken with respect to signs/pavement marking changes at the McNabb Street/Black Road intersection.

Respectfully submitted,



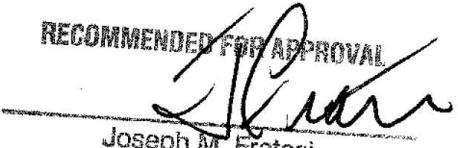
J.M. Elliott, P. Eng.
Deputy Commissioner
Public Works and Transportation
Department

Recommended for approval,



P.M. McAuley
Commissioner
Public Works and Transportation
Department

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer



SAULT STE. MARIE POLICE SERVICE

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

5(v)

ROBERT D. DAVIES
Chief of Police

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

BOB KATES
Deputy Chief of Police

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

June 30, 2008

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

Dear Mayor Rowswell and Councillors:

Re: City Council Resolution - Excessive Speeding on Rushmere Drive

In response to City Council's resolution from May 26, 2008, a two week study was conducted of the vehicular traffic on Rushmere Drive.

I have attached the report of Sergeant J. Trudeau regarding this speed study. It would appear that excessive speeding on Rushmere Drive is not occurring on a consistent basis.

Yours truly,

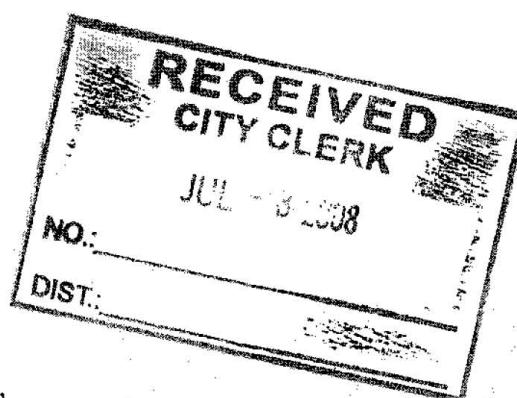
A handwritten signature in black ink, appearing to read "BDc".

Robert D. Davies
Chief of Police

RDD:ah

Attachment

cc: Inspector D. O'Dell, Patrol Services
Sergeant J. Trudeau, Traffic Services



Committed to Excellence in our Community

5(v)

SERGEANT
Joseph Trudeau



TRAFFIC SERVICES

INTERNAL CORRESPONDENCE

DATE: June 27, 2008

TO: Chief R. D. Davies

RE: City Council Resolution for Rushmere Dr.

Rushmere Dr. runs in a general east/west direction in a residential area of our City's west end. The street begins at Goulais Ave. and ends approximately 600 metres later at Broadview Dr. There is an elementary school, Holy Family, on the north side of the street near the midway point. It is residential area.

Rushmere Dr. has a 50 km/h speed limit, which is not posted. The street has two cautionary 30 km/h signs posted on it. One sign is located on the west side of the school for eastbound traffic at the beginning of a moderate curve in the roadway. The second cautionary sign is for westbound traffic and is located at the intersection of Newcastle Dr. I have had placed the radar board station on this street on three different dates:

- June 4th from 0930 to 2100 hrs recording an average speed of 40.21 km/h for westbound traffic, with a traffic volume of 1658 vehicles,
- June 18th from 0700 to 2045 hrs recording an average speed of 38.41 km/h for eastbound traffic, with a traffic volume of 1543 vehicles, and
- June 25th from 0700 to 1515 hrs recording an average speed of 36.96 km/h for eastbound traffic, with a traffic volume of 476 vehicles.

The area had been on BOLO for additional supervision two separate times since the resolution was send to us. To my knowledge no charges have been laid in the area. From the speed studies conducted in the area, excessive speed does not appear to be a problem.

Respectfully;

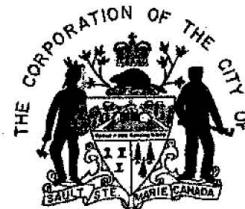
A handwritten signature in black ink that appears to read "J. Trudeau".

J. Trudeau
Sgt.
Traffic Services

cc D. O'Dell

5(v)

J. M. ELLIOTT, P. ENG.
DEPUTY COMMISSIONER



DEPARTMENT OF
PUBLIC WORKS
& TRANSPORTATION

2008 08 18

Mayor John Rowswell
And Members of Council
Civic Centre

RE: EXCESSIVE SPEEDS AND TRAFFIC CONCERNS ON RUSHMERE DRIVE

Background

On May the 16 2008 and July 21, 2008 Council passed resolutions concerning excessive speeds of traffic on Rushmere Drive. These resolutions are attached along with relevant documentation.

Discussion

Police Services has carried out a speed study and prepared a report concerning excessive speeds on Rushmere Drive (see attached report). The conclusion of this report is "from the speed studies conducted in the area, excessive speeds do not appear to be a problem".

The Public Works and Transportation Department concurs with this conclusion and feel that excessive speeds do not appear to be a problem. It is the staff's opinion that the signage that includes both schools zone signs, warning signs (playground ahead sign and 30 km/h warning signs) are adequate for this particular area. There are no regulatory 50 km/h signs posted in this area.

In the second resolution there is a letter from Mr. Richard Metcalfe where he indicates some possible actions to improve safety in this area.

"A number of years ago the speed limit sign was "permanently" installed near the corner of Rushmere and Newcastle but over the years it "disappeared".

The speed within the City of Sault Ste Marie is 50 km/h unless otherwise posted.

"As you are aware traveling west on Rushmere there is a "blind corner" immediately before Holy Family School. A "school crossing" sign is posted but is right at the turn before it giving very little prior alert time for drivers to react accordingly".

The curve on Rushmere does have some restricted visibility for a certain length of the street. However, the speed limit of 50 km/h is more than adequate for visibility on this curve. It is staff's opinion that the fluorescent green school area signs are highly visible

5(v)

no matter what direction traffic is coming from and there is no need to change the locations.

"A school zone sign with flashing lights during peak student arrival and dismissal times is certainly warranted. A reduced speed in the School Zone should be posted and enforced."

A school zone sign with flashing lights is not required in this area. There are enough fluorescent green school zone signs, black and yellow children ahead signs as well as black and yellow speed reduction signs that indicate to a responsible driver that a reduction in speed is required. Staff is of opinion that a school zone sign with a flashing light is not warranted.

Summary

The Police Services report states that excessive speeds in this area do not appear to be a problem. Public Works agrees with this observation, but we understand that from time to time there are people who exceed the speed limit through the area. It is staff's opinion that no matter what sign or device installed, it will not prevent certain individuals from speeding through the area. The only way to control the speed of these vehicles is with police presence. The report from Police Services acknowledges that they have provided additional supervision at different times since the resolution was sent to them and they will continue to monitor the location.

Recommendation

It is recommended that Police Services continue to monitor the speed of vehicles on Rushmere Drive.

Respectfully submitted,



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

Recommended for approval,

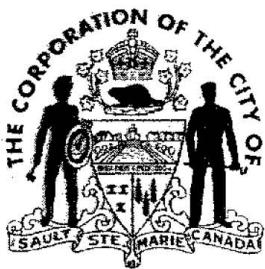


P.M. McAuley
Commissioner
Public Works and Transportation
Department

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

attachments



CITY COUNCIL RESOLUTION

5(v)

Agenda Item

Date: July 21, 2008

MOVED BY
SECONDED BY

Councillor
Councillor

F. Manzo
O. Grandinetti

Whereas approximately a month ago the residents of Rushmere Drive had presented a petition to slow the traffic on Rushmere Drive and for a report from the Commissioner of Public Works and Transportation to report back on his findings; and In the meantime a letter was addressed to Ward 6 Councillor Manzo and a copy to the other Ward 6 Councillor Grandinetti. This letter is from Mr. Richard Metcalfe of 27 Rushmere Drive as a followup from the petition a month ago with further suggestions to help the Commissioner of Public Works and Transportation to establish further recommendations when his report comes back to Council;
Therefore be it resolved that City Council forward Mr. Richard Metcalfe's letter to the Commissioner of Public Works and Transportation for his input towards the letter.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

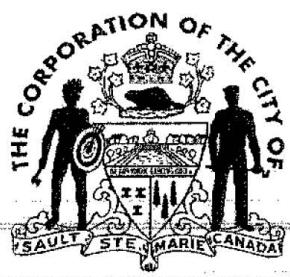
DEFERRED


SIGNATURE

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

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

Mayor
 Dir. Libraries
 E.D.C.
 Cons. Authority
 F. Manzo



CITY COUNCIL RESOLUTION

5(v)

Agenda Item

Date: May 26, 2008

MOVED BY
SECONDED BY

Councillor
Councillor

F. Manzo
O. Grandinetti

Resolved that the petition from residents of Rushmere Drive (submitted by Aldo Maniacco, 25 Rushmere Drive) concerning vehicles travelling at excessive speeds on Rushmere Drive and a request for speed limit signs or flashing lights BE REFERRED to the Commissioner of Public Works and Transportation and City Police for review and report back to Council.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

SIGNATURE

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

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

- Mayor
- Dir. Libraries
- E.D.C.
- Cons. Authority
- F. Manzo

5(v)

2008 05 20

Dear Mr. Frank Manzo,

We the undersigned residents of Rushmere Drive petition councilor Frank Manzo to approach city council to take appropriate action to stop the excessive speeding on our street.

There has been a number of accidents and near misses. In the past few years, and the latest occurred Monday, May 12th, 2008 at 4:29 p.m. when a vehicle slammed into the front porch of 25 Rushmere Dr.

The driver was not seriously injured, but could have been fatally injured if he had hit the huge tree or auto that was parked in driveway missing each by a few feet.

Many young students of Holy Family Elementary School and Korah Collegiate use this street on a daily basis. We are concerned that sooner or later a serious if not fatal accident will occur if something is not done to deter excessive speeding.

We have signs designating a school zone but no speed limit signs or flashing lights. We are requesting that you take action as soon as possible by whatever means to rectify this situation.

Thank you, in advance.

Sincerely,

Aldo Maniacco

*Aldo and Kathy Maniacco
25 Rushmere Drive
Sault Ste. Marie, Ontario
P6C 2T3*

Aldo Maniacco

5(v)

Date	Name	Address	Signatures
MAY 20/08			

A. Maniaco 25 Rushmere G. Maniaco
A. Maniaco 25 Rushmere G. Maniaco
Elle Cullin 9 Rushmere Dr.
S. Dio Sgurei 12 Rushmore Dr.
Valerie Dawson 20 Rushmore
Linda Lawton 20 Rushmore
Robert Mancini 23 Rushmore
Delitte 27 Melodge, 28 Rushmore Dr.
Paul Hayes 31 Rushmore (initials)
Jonathan & Adriana Hensor 21 Rushmore Dr. (initials)
Rebbie Scullin 29 Rushmore Dr. R.S.D. (initials)
Ludy Werning 30 Rushmore Dr.
Christopher Williams 30 Rushmore DR.
Joe Bonnback 32 Rushmore
Annamarie DeLoach 32
Rosemary Meraglio 38 Rushmore
Frank Meraglio 38 Rushmore
Maurice Cipriano 41 Rushmore Dr.
Michael Martino 41 Rushmore Dr.
Clong McEntire 45 Rushmore Dr.
Carol McGuire 45 Rushmore Dr.
Domenic Grechetta 33 Rushmore Dr.
John DeLoach 22 Rushmore Dr.
Pete Corso 6 Rushmore Drive (initials)
Gaby Ojsson 6 Rushmore Dr. (initials)
Elspeth 6 Rushmore Dr. (initials)
Mark Ray 6 Rushmore Dr. MARK KOSSEL
Gisela Dugay 10 Rushmore Dr.
James Fulli 10 Rushmore Dr.
Loring, Julie 10 10 Rushmore Dr.
Young Kim 17 Rushmore Dr.
Tina (initials) 17 Rushmore Dr.
Oleg Kacapally 19 Rushmore Dr. CHECKS INCLUDED
Eileen McAlpin 27 Rushmore Dr.
Eileen Malone 27 Rushmore Dr.
Liz Moran 40 Rushmore Dr.
Liz Moran 40 Rushmore Dr.

Timothy G. Donley - Letter Carrier on Rushmore

5(v)

27 Rushmere Drive
Sault Ste. Marie, Ontario
P6C 2T3

June 28, 2008

Mr. Frank Manzo, Alderman Ward 6
660 Base Line
Sault Ste. Marie, Ontario
P6A 1N1

Dear Frank,

As a follow up to the petition from the residents of Rushmere Drive concerning excessive speed and accidents resulting from such on our street I would like to thank you for your concern and action.

As a result we have seen the placing of a "speed awareness" apparatus located at the east end of Rushmere Drive and near the intersection of Rushmere and Durban Road to monitor speed and remind drivers of the speed limit.

Also a traffic counter was placed across Rushmre Drive near the intersection with Goulais Avenue.

However, these "information gathering" means were only there for very brief times.

At this point, by visual observation of traffic, the majority of drivers are still exceeding the speed limit on Rushmere Drive.

A number of years ago a speed limit sign was "permanently" installed near the corner of Rushmere and Newcastle but over the years it "disappeared".

As you are aware, travelling west on Rushmere there is a "blind corner" immediately before Holy Family School. A "School Crossing" sign is posted but it is right at the turn before it giving very little prior alert time for drivers to react accordingly.

Traffic exceeding the speed limit poses a very dangerous situation. Hopefully it will not take a death or injury of a child to bring about some changes to posting speed limits or controlling speed at that location.

A School Zone sign with flashing lights during peak student arrival and dismissal times is certainly warranted. A reduced speed in the School Zone should be posted and enforced.

Now fortunately school is out. What will happen again in September when they are back crossing the street?

At this point many children are on bicycles and walking on the street and heightened caution is needed. The demographics of the street are changing with younger families moving in with more younger children.

As stated in the Petition, several on street accidents have taken place with damage to vehicles and property. Fortunately, again, no personal injuries have occurred.

This problem needs to be addressed further before there are serious accidents caused by speeding drivers.

Your continued support is appreciated.

Richard Metcalfe
Richard Metcalfe

Re: July 2/08
Wtd

CC Ozzie Grandinetti, Alderman Ward 6

Richard Metcalfe
254-7303



SAULT STE. MARIE POLICE SERVICE 5(w)

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

ROBERT D. DAVIES
Chief of Police

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

BOB KATES
Deputy Chief of Police

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

July 17, 2008

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

Dear Mayor Rowswell and Councillors:

As per our protocol agreement between Council and the Sault Ste. Marie Police Service with respect to the sharing of information, I have enclosed copies of the Sault Ste. Marie Police Service's 2007 Annual Report for members of Council. The annual report outlines a positive and successful year of policing in our Community.

One cannot overlook the extra efforts put forth by each and every member of our Police Service in 2006. We have been extremely successful in reducing crime through our partnerships with various community organizations and agencies, proving we are indeed a community Police Service.

A special note of appreciation is extended to the members of Council and city staff who have supported our Service through some demanding times. It is with your support that we are able to maintain a high level of effective and efficient policing services for the citizens of Sault Ste. Marie and Prince Township.

Yours truly,

A handwritten signature in black ink, appearing to read "R.D. Davies".

Robert D. Davies
Chief of Police

RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi
Chief Administrative Officer

RDD:ah

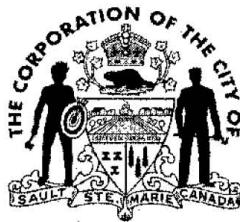
Enclosures

cc: Mr. J. Fratesi, C.A.O.
Mrs. D. Irving, City Clerk

6(3)(a)

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

August 18, 2008

Mayor John Rowswell
Members of City Council

RE: REQUEST FROM EnQUEST POWER CORPORATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Introduction

After lengthy consultation including the following individuals over the past several weeks, Engineering and Planning present this report regarding the EnQuest technology and the Memorandum of Understanding proposed by EnQuest:

- Jerry Dolcetti, Don Elliott and Susan Hamilton Beach (Engineering);
- Don McConnell (Planning);
- Lorie Bottos (Legal);
- Bill Freiburger (Finance);
- Jim Elliott (Public Works and Transportation)
- Jayson Zwierschke and Ernie Dueck, President and VP, EnQuest Power;
- Sarah Eckert Ferguson, Conestoga Rovers Associates (Consultant to EnQuest);
- Rick Talvitie, TSH (Waste Management EA Consultant for City SSM);
- Dave Merriman, Genivar (Waste Management EA Consultant for City SSM);
- Councillor Steve Butland; and
- Lilian Keen (MOE).

Background

The EnQuest pilot plant is located at the Sault Ste. Marie Fifth Line landfill site. The building has been fully constructed for approximately one year with the experimental process equipment undergoing commissioning since Fall 2007. The local MOE office has set January 24, 2008 as the initial day of operation with a one year lifespan established by the Certificate of Approvals (Waste and Air) for the site. It should be noted that the MOE is the governing agency authorizing the operation with allowable process limits (ie. maximum 3 tonnes of waste per day) and emissions standards (ie. compliance with MOE A-7 Guidelines) set by the C of A's.

The City of Sault Ste. Marie has a lease agreement with EnQuest and has agreed to supply the municipal solid waste ('MSW') for the pilot project. To-date we have supplied approximately 6 tonnes, in total. It is our understanding there have been a number of 'test batches' run over the last six months using feedstock such as mullet and MSW.

It is also our understanding that the emissions test (ie. stack test) has not been possible due to the inability to operate continuously. Staff has been told that the remaining issues are currently being addressed and that EnQuest intends to complete this test by the end of the Summer.

A number of City staff, Council and other invited guests have visited the pilot project.

Current Status of Waste Management EA

The City of Sault Ste. Marie's Waste Management Environmental Assessment ('EA') has been running parallel to the EnQuest pilot project for a number of years. Given the original timeframes estimated for the EnQuest pilot project to be complete, it was anticipated results of the pilot project could be considered within the evaluation of waste- to-energy ('w-t-e') technologies at an early stage of our EA, however, that has not been possible.

Over the last year, the City and our Consultants have been evaluating alternative approaches to managing solid waste in Sault Ste. Marie. The alternatives considered comprise of:

- Increased Waste Diversion
- Landfill
- Incineration/High Heat Processes
- Export (to a disposal facility elsewhere); and
- 'Do nothing'.

Evaluation criteria has been established and used to assess each of the waste management options. The criteria includes the following;

- Compliance with Regulations and Policies
- Environmental Acceptability
- Proven Technical Capability
- Ability of the City to Implement the Alternative
- Flexibility of the System
- Capability of Managing Waste Quantities and Qualities
- Economic/Cost

Elimination of Export and 'Do nothing' alternatives

The 'Do nothing' alternative has no advantages over other alternatives for any of the criteria considered. Export has few advantages when compared to the other alternatives. This is consistent with the input received by the public at our input sessions where comments stressed the 'Do nothing' alternative was not a realistic option and exporting waste was not reliable or sustainable for the long term.

Consideration of Increased Waste Diversion

Increased waste diversion is considered to be a preferred way of managing Sault Ste. Marie's waste. It is preferred or equal to other alternatives for five of the seven criteria. The primary disadvantage of this alternative is that it can only manage a portion of the City's waste.

Consideration of Landfill and High Heat Processes

The remaining two alternatives, landfill and conventional incineration/high heat processes, are considered to be equal for three of the criteria, including:

- Compliance with Regulations and Policies – both landfill and conventional incineration/high heat processes can comply with regulations and policies;
- Environmental Acceptability – both alternatives are highly engineered and can be designed to minimize potential for environmental effects;
- Proven Technical Capability – both alternatives have a proven ability to manage solid waste.

It must be clear that vendors of some of the newer high heat processes (eg. EnQuest and Plasco) have yet to prove they are equivalent to landfill for the criteria listed above.

Landfill is preferred when compared to conventional incineration/high heat processes for the remaining four criteria, considering:

- Flexibility of the System – Landfill is considered to be more flexible in its ability to adapt to changes in the waste stream, fluctuations in waste quantities and changes in government regulations and policies; whereas conventional incineration/high heat process facilities must be designed for a specified waste stream and can be costly to retrofit and/or expand.
- Capability of Managing Waste Quantities and Qualities – Landfill can accommodate virtually all of Sault Ste. Marie's waste; whereas conventional incineration/high heat process must be designed for only the most reliable component of the waste stream and this reduces its ability to include some of the other waste (ie. I&C) which is an important factor in attracting and retaining economic development in Sault Ste. Marie.
- Economic/Cost – Landfill is currently significantly less costly than conventional incineration/high heat processes with a cost range of \$65-\$75 per tonne compared to \$110-\$220 per tonne for conventional incineration/high heat processes depending on the technology used.
- Ability of the City to Implement the Alternative – the City has significant experience with landfill and no experience with conventional incineration/high heat processes;

It should be noted that the conclusions above, particularly those related to the "Ability of the City to Implement the Alternative" and "Economic/Cost" may change in the future if the claims made by some vendors of the new high heat processes prove to be correct (ie. a private sector facility owner operator able to provide reliable service at a price that is competitive with landfill). This is the claim of EnQuest and these statements form the basis of the City moving forward with EnQuest in the next phases of their development.

For Council's information, based on the discussion about evaluation criteria at the Public Input Session in June 2007, issues related to environmental acceptability, flexibility and cost were top of mind for session participants. Landfill is equal or preferred over conventional incineration/high heat processes for all three of these criteria.

Summary of Preliminary Results of EA Evaluation

Overall, the preliminary results of the evaluation indicate that the preferred way for Sault Ste. Marie to manage its solid waste at this time is a combination of increased diversion and landfill. This system is the most flexible alternative to address changes in waste streams and an increase in recycling and reduction in waste generation; it can fulfill all of Sault Ste. Marie's waste management needs including continuing to service the private IC&I sector in a cost effective manner; and should not result in a significant cost increase to implement and operate.

It is noted that during consultation on the "Alternatives To", comments were received in support of landfill and incineration/high heat processes. The City's decision to move forward with increased diversion and landfill at this time, does not preclude the consideration of incineration/high heat process technologies in the future as systems are refined, prove their capabilities and reliability, and become less costly. The provision of additional disposal capacity in a landfill at this time would also support the future implementation of an incineration/high heat process facility when it becomes a more practical and cost effective system for Sault Ste. Marie since the residual material from a high heat process must be landfilled.

The EnQuest Proposal

EnQuest Power has approached Staff with the request of entering into a Memorandum of Understanding for the supply of curbside MSW for a demonstration plant. EnQuest requires this document in order to secure \$3.4M funding from Sustainability Development Technology Canada. A demonstration plant, by definition of the MOE, will be allowed to process a maximum of 75 tonnes per day of waste. Further details are provided in the report by Lorie Bottos, which is appended to this report. This report poses two non-technical concerns of Staff that being sole sourcing the technology and the annual expenditure of an estimated \$1.5M in tipping fees to EnQuest which is currently not included in the budget.

The Memorandum of Understanding is also attached for Council's information and approval.

Sault Ste. Marie's Unique Situation

Ultimately, the City of Sault Ste. Marie finds itself in a unique situation. We have hosted a waste-to-energy pilot project within our community with the proponent confidently claiming this technology is going to revolutionize waste management worldwide. Existing proven conventional incineration/high heat processes are reliable, but, are not financially feasible for a community of our size.

However, most recently in Ontario, there are new waste-to-energy technologies making the claim that they can process municipal solid waste for smaller communities more economically. EnQuest is one such technology. The principle difference between the new technologies versus the conventional proven technologies is that the vendors of the newer technologies claim they can generate 1200-1400 kW/hr of electricity per tonne of waste as opposed to 600 kW/hr/tonne with conventional incineration/high heat processes. These enhanced electricity revenues allow the vendors to charge a lower tipping fee for the waste.

Giving consideration to the claims and the benefit that a waste-to-energy facility may have in reducing the quantity of waste going to our landfill, Staff and our Consultant state the risks must be understood and minimized if we choose to move forward with EnQuest.

The risks include:

1. **Costs/Tipping Fee** – There have been examples across the province whereby the cost analysis and thus the tipping fee were a moving target throughout the development process.

EnQuest has offered a tipping fee of \$60.00 per tonne be paid by the City of SSM and this price is competitive to our landfill cost. City staff have stated this cost in the Memorandum of Understanding, with consideration of the Ontario Consumer Price Index, and stress that at this cost this is a reasonable proposal.

2. **Siting the Facility** – Our Consultant recommended along with Staff that the facility be located off of the landfill property and on privately owned property. Due to the nature of the operation there would be insurance and potential liability considerations if on City-owned land. This requirement is included in the proposed Memorandum of Understanding.
3. **Decommissioning Considerations** – Our Consultant recommended that all decommissioning responsibilities be the responsibility of EnQuest. Once again, if the facility was on our landfill property that responsibility could fall to the City should the process fail and waste remained on the site unprocessed. Should the process fail off-site, the MOE may still hold the City liable for cleanup based on the origin/ownership of the waste. By ensuring the development be located off of the landfill property, it is expected that this risk is minimized.

It must be understood that although Staff expect risks may be minimized, Engineering and Planning will not be able to recommend EnQuest technology in comparison to any other new waste-to-energy technology even following the pilot project as there is not enough competition or measures to compare (ie. the only other plant is Plasco in Ottawa). Our Consultant suggests that a positive recommendation could be based on the proof that the claims by EnQuest are true.

Most importantly, based on the timing of the pilot project, the typical and potential timeframe to develop a demonstration facility and the years required to establish a potential commercial full-scale permanent facility, our Consultant stressed that support of EnQuest's technology should not mean abandoning our existing landfill. Please refer to Figure 1 as a potential timeline for the EnQuest development and the affect of the potential waste processing quantities on our current landfill. Ensuring that adequate landfill capacity is available for all of Sault Ste. Marie's waste is essential, as succeed or fail, landfill space will be required to serve the City.

6(3)(a)

Recommendation

Given consideration of all of the above, the Engineering and Planning Department recommends that the Memorandum of Understanding be entered into with EnQuest Power Corporation for a six month period of time. It is anticipated that the six month time frame will allow EnQuest to further prove/support their claims to both the municipality and the MOE.

The following supporting documentation should be included in EnQuest's submission:

- The cost to build/operate is proven – ie. \$60.00 per tonne of waste.
- The emissions are proven to be within A-7 Guidelines and consider all future emission targets, as the MOE currently states the target will get more stringent.
- The process is reliable – the operation can continuously operate and
- The process can meet the demands of an energy partner.

And

Furthermore, following this six month stage it is recommended that a further report be prepared by Staff for Council to present the success/failure of the pilot project based on the criteria established by the MOE and the City.

And

Furthermore, approve the continuance of the landfill operation and the City's continuing investigation of the present waste management EA study.

Respectfully submitted,



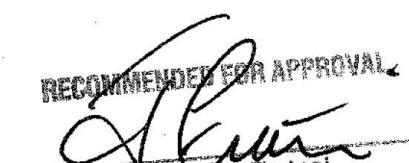
Susan Hamilton Beach, P. Eng
Land Development & Environmental Engineer

/bb

Recommended for Approval:



Jerry D. Dolcetti, RPP
Commissioner

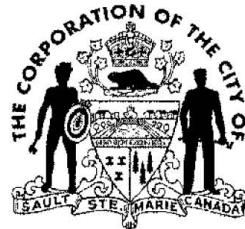


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

6(3)(a)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

L-298

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2008 08 18

SUBJECT: REQUEST FROM ENQUEST POWER CORPORATION TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE CORPORATION OF THE CITY OF SAULT STE.
MARIE

PURPOSE

The purpose of this report along with Susan Hamilton Beach's report is to bring to council's attention the request from Jayson Zwierschke President of EnQuest Power Corporation for the City to sign a Memorandum of Understanding with that company for the municipal solid waste generated by the city.

BACKGROUND

On June 10 Jayson Zwierschke of EnQuest asked to meet with me. Also in attendance at that meeting were Mike Wozny of the Economic Development Corporation and Councillor Butland. At that meeting Jayson put forward a request for the City to enter into a Memorandum of Understanding or Letter of Agreement with EnQuest whereby the City would agree to provide to EnQuest the municipal solid waste generated by the City of Sault Ste. Marie residents. This was the first time that EnQuest raised the prospect of a Memorandum of Understanding with the City.

The reason EnQuest needs a Memorandum of Understanding is that it has applied for funding from Sustainable Development Technology Canada (SDTC) to the tune of \$3,400,000. As part of that funding application EnQuest must show that it has a host municipality for the facility that it proposes to construct.

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

6(3)(a)

As a result of the City of Sault Ste. Marie's four year history with EnQuest, EnQuest wants that host municipality to be Sault Ste. Marie.

As most members of council know, EnQuest first approached the City through the Sault Ste. Marie Economic Development Corporation in 2004 with a proposal that it be allowed to locate a pilot project at the Fifth Line landfill. EnQuest built a building at the Fifth Line landfill. EnQuest is working on a pilot project. If the pilot project proves successful, the next step is a demonstration project. If that proves successful then EnQuest can apply to the Ministry of the Environment to have a full commercial facility.

When EnQuest first started its relationship with the City I think it is fair to say that EnQuest expected the pilot project to go much more quickly than it has. EnQuest has been working diligently to comply with the Certificate of Approval from the Ministry of the Environment. There are obligations imposed on EnQuest under the Certificate some of which cannot be done yet because EnQuest has to run the process for a continuous period. An example of such an obligation is the stack test.

The request from EnQuest for this Memorandum of Understanding was not expected by City staff. The expectation of City staff was that EnQuest would complete the pilot project, then move to a different location for the demonstration project and the eventual commercial operation without the City being asked to sign any documents.

Council is well aware that the City is in the middle of an environmental assessment for the fifth line landfill. That environmental assessment being done by TSH Engineering has been to some extent held in an abeyance as the City considers the EnQuest option. Some parts of it are progressing.

COMMENT

The way the Memorandum of Understanding is drafted EnQuest must meet its obligations, most significantly obtain all Federal, Provincial and local permits and approvals. The major hurdle EnQuest has in that regard is the Ministry of the Environment Certificate of Approval. EnQuest must comply with the certificate of approval within 6 months of the signing of the Memorandum of Understanding.

If EnQuest meets its obligations, then the second part of the Memorandum of Understanding obligates the City to enter into a five year contract with a five year renewal option for the City's municipal solid waste. There are other renewal options upon mutual agreement. For this service the City will pay \$60.00 per tonne adjusted to the Ontario Consumer Price Index annually.

6(3)(a)

There are two significant issues from City staff point of view. They are:

1. If EnQuest satisfies its obligations, then the City is required to enter into an agreement with EnQuest. This amounts to sole sourcing of a fairly significant contract. The estimate is that the revenue to EnQuest is approximately \$1,500,000 per year. There are other companies that might be interested in that handling the city's waste and indeed other companies that are proposing perhaps slightly different waste to energy technologies.
2. The other significant matter from staff's point of view is that this proposal will require the city to spend \$1,500,000 annually which is now not budgeted for. This is the money that the City would be paying to EnQuest under the terms of the five year agreement with the five year renewal option. Right now the City does not incur this cost. There are costs certainly associated with running the landfill but those costs will not be saved with a possible EnQuest contract. There will still be costs incurred with operating the landfill as waste will still be brought to the landfill. However if the EnQuest proposal does work, the saving to the City will come from the extended life of the landfill. It is difficult to determine what that saving would be to the City but certainly there is a benefit to the City in extending the life of the landfill site and perhaps even mining the waste in the current site.

CONCLUSION

This is a difficult recommendation from staff. In this case staff includes representatives from Engineering (Jerry Dolcetti, Susan Hamilton Beach and Don Elliott), Public Works (Jim Elliott) and Planning (Don McConnell). I think the initial preference certainly would have been to recommend to Council that we proceed with completing the environmental assessment and not enter into any formal arrangements with EnQuest other than the current lease for the building at the landfill site.

However we have had a four year relationship with EnQuest. EnQuest is confident that it is on the threshold of proving its technology and making a significant contribution to the community both in creating a large commercial facility here in the City and also being able to showcase that facility to interested parties from around the world. However it is important to note that City staff and the City's environmental assessment consultant (Rick Talvitie) have not seen evidence that the technology is on the verge of proving itself.

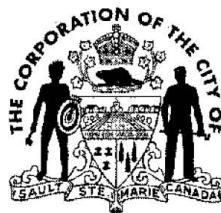
6(3)(a)

Respectfully submitted,



Lorie A. Bottos
City Solicitor
LAB:cf

6(3)(a)



Memorandum of Understanding

Between

EnQuest Power Corporation (EnQuest)

and

The Corporation of the City of Sault Ste. Marie (SSM)

regarding a proposed Energy from Waste (EFW) Demonstration Plant

1. EnQuest Power Corporation welcomes the support of the City of Sault Ste. Marie in developing a state of the art Energy from Waste (EFW) facility in the City.
2. Throughout the past several years, SSM has become a leader in supporting the development of clean energy projects by adapting a forward-thinking approach to implementing new and sustainable business models.
3. The parties are prepared to proceed to the next stage of development subject to the terms set out in this memorandum of understanding.
4. It is recognized that SSM is not a partner with EnQuest, but, rather wishes to encourage and assist EnQuest in its endeavour. SSM provides a venue for the advancement of EnQuest's technology and SSM shares EnQuest's interest in showcasing world class clean energy technology.

After lengthy consultation with City staff, SSM is allowing EnQuest to continue to develop and evaluate the EnQuest process. EnQuest is confident that the conditions in the Memorandum of Understanding will further divert waste from the landfill while securing a clean energy mandate.

This MOU is executed as of the date set out below (Effective Date) and it sets out the mutual intent and limited agreement of SSM and EnQuest. SSM and EnQuest may be referred to in this MOU as the "Party" or "Parties".

The purpose of this MOU is to allow the Parties to set the framework for the Parties to negotiate a contract (the term of which is as set out below) for the supply of curbside Municipal Solid Waste (MSW) and potentially sewage sludge as determined by SSM to EnQuest. A contract for the supply of curbside MSW will support the development of EnQuest technology within SSM for the benefit of the community and assist EnQuest in promoting its technology on a global basis.

6(3)(a)

EnQuest will meet all conditions of the MOU and supply forthwith information as reasonably requested by SSM in SSM's efforts to complete both due diligence and technology verification as required prior to entering into a contract. The following is a list of prerequisite conditions that are compulsory to the previously mentioned contract.

EnQuest:

1. must provide a positive credible third-party verification of the commercial viability of its technology based upon the pilot plant located at the SSM Fifth Line landfill site.
2. must complete with positive results, third-party air emission testing in compliance with Ontario Ministry of the Environment Guideline A-7 and the Certificate of Approval (Air) for the pilot plant located at the SSM Fifth Line landfill site.
3. must supply SSM with detailed capital and operating costs breakdowns and verification of project financing for the entire project.
4. will satisfy all the requirements of its Certificates of Approvals (Waste and Air) for the pilot project within 6 months of the effective date of this agreement. If EnQuest fails to satisfy the said requirements for the pilot project within 6 months, SSM may terminate this MOU and SSM shall not be responsible for any liability in closing the pilot plant operation nor is SSM responsible for any other costs incurred by EnQuest.
5. will demonstrate the pilot plant can operate continuously with MSW as its' feedstock for a minimum time period of two weeks.
6. acknowledges and agrees that if it does not meet the requirements in the Certificates of Approvals (Waste and Air) issued by the Ministry of the Environment and satisfy third-party verification set out above, that SSM will then proceed with its full waste management environmental assessment. No extension of this 6 months deadline will be requested by EnQuest.

Providing the above mentioned clauses are met by EnQuest a contract shall be negotiated based on the following:

EnQuest:

7. must determine the preferred location for the EnQuest demonstration plant within the limits of SSM and work to satisfy complying with the comprehensive zoning bylaw of SSM.
8. shall obtain all Federal, Provincial and local permits and approvals, with the timing, cost and requirements of those approvals the responsibility and risk of EnQuest.
9. will take all of SSM's curbside MSW and process all of the waste through EnQuest's demonstration plant up to the approved limits of the plant.
10. must construct and have in operation the demonstration plant to process SSM's curbside MSW within 5 years of the MOE approval of the demonstration plant.

SSM:

11. will enter into a 5 year contract with a 5 year renewal option for the supply to EnQuest of all curbside residential MSW from SSM up to the limit of the EnQuest Certificate of Approval(s). The Parties may extend the term of the contract

6(3)(a)

- beyond 5 years intervals once EnQuest has received its final Certificate of Approval(s). SSM and EnQuest understand that this may be 75 tonnes per day (Monday to Friday).
12. pay a service (tipping) fee of sixty (\$60.00) dollars per tonne plus any increase in the Ontario Consumer Price Index (OCPI) on an annual basis after the first year of operation.
 13. will provide cooperation and support from City staff in securing permits and approvals from government agencies.
 14. agree in the contract that SSM employees or contractors will transport the MSW to the EnQuest plant. However, any sorting of the curbside MSW will be the responsibility of EnQuest.

The Parties look forward to future collaboration and development of an EnQuest clean EFW plant in Sault Ste. Marie. This opportunity as presented by EnQuest contributes towards the direction of SSM implementing sustainable energy.

Dated at Sault Ste. Marie this 18th day of August, 2008

Jayson Zwierschke
EnQuest Power Corporation

The Corporation of the City of Sault Ste. Marie

Mayor John Rowswell

Donna Irving
City Clerk

Figure 1 - EnQuest Development - Potential Timeframe and Waste Processing Targets

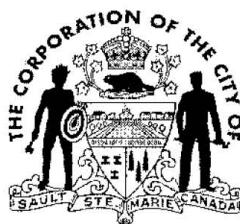
Stage of EnQuest Development	Pilot Plant	Approvals for Demo		Build facility		Commission & Operate Demo					EA Approval Permanent Facility	Commercial Facility built, approved and operating					
		1	2	3	4	5	6	7	8	9		10	11	12	13	14	
Years		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Tonnage of Waste Potentially Processed	0	0	0	0 to 20,000 tonnes/year					20,000 tonnes/year	20,000 + tonnes/year		20,000 + tonnes/year					
Tonnage of Waste to be Landfilled	Approx. 60,000 tonnes/year					40,000 - 60,000 tonnes/year					40,000 tonnes/year						
Remaining Landfill Space (2007 - 580,300 tonnes)	340,300 tonnes					40,300 to 140,300 tonnes					Zero						

Note: The EnQuest facility will also have a residual end product (approx. 10%) that would currently need to be landfilled.

6(3)(b)

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

2008 08 18

File: 4.140.1

Mayor John Rowswell
Members of Council

Re: Sussex Road Bridge

At the meeting of 2008 07 21, the attached report was provided for Council's deliberation. At that meeting the following resolution was passed:

Resolved that Council accept the petition from the residents of Sussex Road and area in which they request that the City replace the Sussex Road bridge for vehicular traffic; and further that the petition be referred to Engineering Staff for further review of options for rebuilding the Sussex Road bridge for vehicular traffic and report back to City Council at the August 18, 2008 meeting.

In order to justify the replacement of the bridge, a review of traffic counts and flow patterns was required of the Public Works and Transportation Department. The Traffic Division comments can be summarized as follows.

Traffic volumes in the area do not warrant the reconstruction of the bridge, however, it is recognized that it is a convenience for the Second Line/Rossmore/Farwell/Korah block, and provides another east-west access besides Rossmore north of Second Line. From a traffic perspective, it would be more beneficial to construct a bridge on Kingsford as it is midblock between Second Line and Rossmore, and provides a north connection to Rossmore via Murton. However, that would require a class B environmental assessment, and upgrades to Kingsford. Sussex Road was reconstructed to class "A" Standards because it had a bridge.

If a decision is made to replace the structure, the construction of a concrete box culvert is expected to be the most economical design. As reported at the meeting of July 21, the predesign cost estimate is \$350,000. A suggestion has been made to provide a single lane structure. That is not recommended for safety reasons, and the cost savings would only be in the \$50,000 range. Capital roads and bridge funding have already been allocated for 2008. Rising construction costs will place pressure on the 2009 program.

6(3)(b)

SUMMARY

Based on comments from Public Works and Transportation, there is no compelling engineering reason to replace this bridge with anything other than a pedestrian bridge. However, it is recognized that Council may want to ensure we continue to provide the same service as in the past by replacing the bridge with a two-lane structure. This is an existing asset that has failed, and it is reasonable to assume that it will be replaced. If Council wishes to replace the bridge, the project will be evaluated with the other streets in the capital works five year plan for possible construction in 2009.

Council's direction is sought this evening.

Respectfully submitted,

Recommended for Approval:


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


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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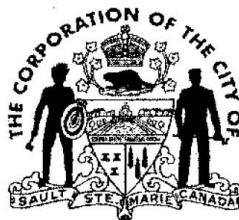
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

6(3)(b)

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

2008 07 21
File: Bridge No. 27

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: MUNICIPAL BRIDGE NO. 27 – SUSSEX ROAD

BACKGROUND

The Sussex Road Bridge is a wooden structure that has been posted with a load restriction of 5 tonnes for many years. During the field work for the biannual bridge inspection on Tuesday July 8, 2008, it was determined that several of the structural components of the bridge under the north (westbound) lane have failed.

Attached are two letter reports from the consultant. The immediate options were to restrict the load to 3 tonnes on the south lane only, and close the north lane, or close the bridge completely to all vehicle traffic. In the interest of public safety, the bridge has been closed to all vehicular traffic, and the south lane has been temporarily barricaded such that the bridge can be used by pedestrians only.

The long term options with cost estimates are:

- | | |
|--|-----------|
| 1. Demolish existing structure, do not replace: | \$ 30,000 |
| 2. Modify existing structure permanently for pedestrians only: | \$ 15,000 |
| 3. Replace with concrete box culvert or bridge: | \$350,000 |

DISCUSSION

The Engineering Department agrees with the consultant that the replacement of this structure is not warranted at this time. Traffic volume is light and there are no funds available to replace the structure. The replacement of this bridge can be placed on the miscellaneous construction list for future consideration if that is the wish of Council.

Option no. 2 above is preferred. The structure can be easily converted into a pedestrian bridge. Progress on the 2008 miscellaneous construction projects can be reviewed in September to determine if there will be a \$15,000 under run that can be used for this bridge conversion.

.../2

6(3)(b)

2008 07 21
Page two

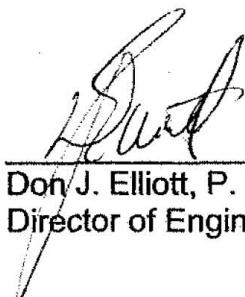
The closure of Sussex Road to through traffic and the retirement of the structure is a Schedule A+ undertaking under the Municipal Class Environmental Assessment process. This means it is pre-approved on the condition that the public is provided with notification.

While this report to Council is considered sufficient public notification, the Engineering Department will advise the public in the City information section of the newspaper. Emergency Services has been advised of the closure.

RECOMMENDATION

It is recommended that the Sussex Road Bridge be permanently converted to a structure for pedestrians only, in the fall of 2008 if sufficient funds can be identified in the 2008 miscellaneous construction budget.

Respectfully submitted,



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

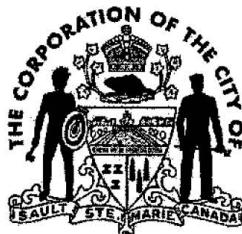
DJE/al
attachments

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

6(6)(a)



2008 08 18

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application No. A-17-08-Z – filed by Fred & Sandra Gordon

SUBJECT PROPERTY: Location – Located on the south side of Old Garden River Road, approximately 22m (72') east of its intersection with Case Road, civic no. 1425 Old Garden River Road
Size – Approximately 91.7m (301') frontage x 648m (2,125.9') depth; 6.88 ha (17 acres)
Present Use – Residential, hobby farm, and outdoor storage of landscaping stone with periodic loading
Owner – Fred & Sandra Gordon

REQUEST: The applicants, Fred & Sandra Gordon, are requesting a Special Exception to permit in addition to the uses permitted under the Rural Area zoning, the outdoor storage of landscaping stone only.

CONSULTATION: Engineering – No objections
Building Division – See attached letter
PUC Services Inc. – No objection
Fire Services – No objection
PW&T – No objections or comments
CSD – No concerns
EDC – No objections
Batchewana Band – No comments received

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated Rural Area on Land Use Schedule 'C' of the Official Plan. The applicants are requesting a rezoning by way of a Special Exception to permit the outdoor storage of landscaping stone only. The main use of the property will remain rural residential, in conformity with the Rural Area Policies of the Official Plan. The storage of landscaping stone is similar to other rural area uses, including quarrying and aggregate removal and, as such, an Official Plan Amendment is not required.

Comments

The applicants, Fred and Sandra Gordon are requesting a rezoning from Rural Area (RA) zone to Rural Area with a Special Exception (RA.S) zone to permit the outdoor storage of landscaping stone only, in addition to the uses permitted in the Rural Area Zone.

According to the applicants, landscaping stones are dropped off at the site in the spring and stored for a local landscaping contractor to pick up and transport to a particular job site as needed. Given the size of the rocks, heavy equipment is required to load and unload the materials.

The subject property is large, with approximately 92m (301') of frontage x 648m (2126') of depth; 6.88ha (17acres). Referring to the site plan attached, the applicants are proposing to locate the storage area in the middle of the lot, approximately 150m back from Old Garden River Road. Access to the proposed storage area will be gained by an existing driveway near the eastern lot line of the subject property.

Referring to the pictures attached, the landscaping stone is presently stored within the northeast portion of the property, in full site of the roadway. The applicants have noted that this was done at the request of the abutting neighbour to the east, in an attempt to minimize noise impacts.

Correspondence from the Building Division attached to this Report notes that this rezoning application is the result of a complaint. The letter also indicates that some time ago there was a complaint of a dog kennel on the subject property. It is however important to note that under the current Rural Area zone provisions, a dog kennel is a permitted use.

Attached is a petition submitted by the applicants. Up until the drafting of this report, Planning Division has also received a total of nine calls from area residents offering support for this application. The civic addresses of those that contacted Planning are listed below:

1. 1379 Old Garden River Road
2. 1387 Old Garden River Road
3. 1389 Old Garden River Road
4. 1453 Old Garden River Road
5. 1458 Old Garden River Road
6. 1474 Old Garden River Road
7. 1533 Old Garden River Road
8. 301 Case Road
9. 80 Case Road

A letter of objection from the abutting neighbour to the east of the subject property is also attached to this Report. The letter outlines a number of concerns primarily related to noise impacts resulting from the use.

Uses permitted within the Rural Area include agriculture, dog kennels, recreational facilities and campgrounds, which also have the potential to generate noise impacts. Based upon the site plan attached, the applicants are proposing to locate the storage area behind the home and ponds located on the property, approximately 150m (492') south of roadway, and roughly 75m (246') away from the abutting residence to the east. The applicants have also noted that they are willing to move the proposed storage area further back, if additional setbacks are required.

Based on a number of site visits throughout the summer, the applicants maintain a neat operation. The proposed outdoor storage of landscaping stone is not inconsistent with operations normally found in a rural area. The noise generated from the use is not inconsistent with noise that might be generated from a number of uses permitted under the existing Rural Area zoning. Staff has been advised by the Applicant that the delivery and removal of landscaping stone occurs no more than three times per week, within regular business hours. While the stone is presently located in the front yard, once it is moved into the rear yard the storage area will not be visible from the street, and reasonably screened from abutting neighbours.

Planning Director's Recommendation

That City Council approves the applicants request to rezone the subject property from Rural Area (RA) zone to Rural Area with a Special Exception (RA.S) zone to permit the outdoor storage of landscaping stone only, in addition to those uses permitted in the Rural Area zone, subject to the following condition:

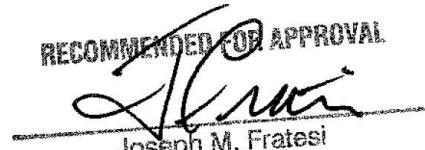
6(6)(a)

1. That the outdoor storage area be located in the rear yard, with a minimum setback of 150m from the front lot line, and a minimum 40m setback from the east side lot line

PT/pms

PUBLIC HEARING – 2008 08 18, Council Chambers, Civic Centre

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

6(b)(a)

Pat Schinners

From: Don Maki
Sent: June 18, 2008 11:49 AM
To: Don McConnell; Pat Schinners
Cc: Frank Bentrovato

A-17-08-2

Hi Don

We have years age received complaints regarding a dog kennel however nothing recent. This issue with the storage of landscape stone was brought to us via a complaint.

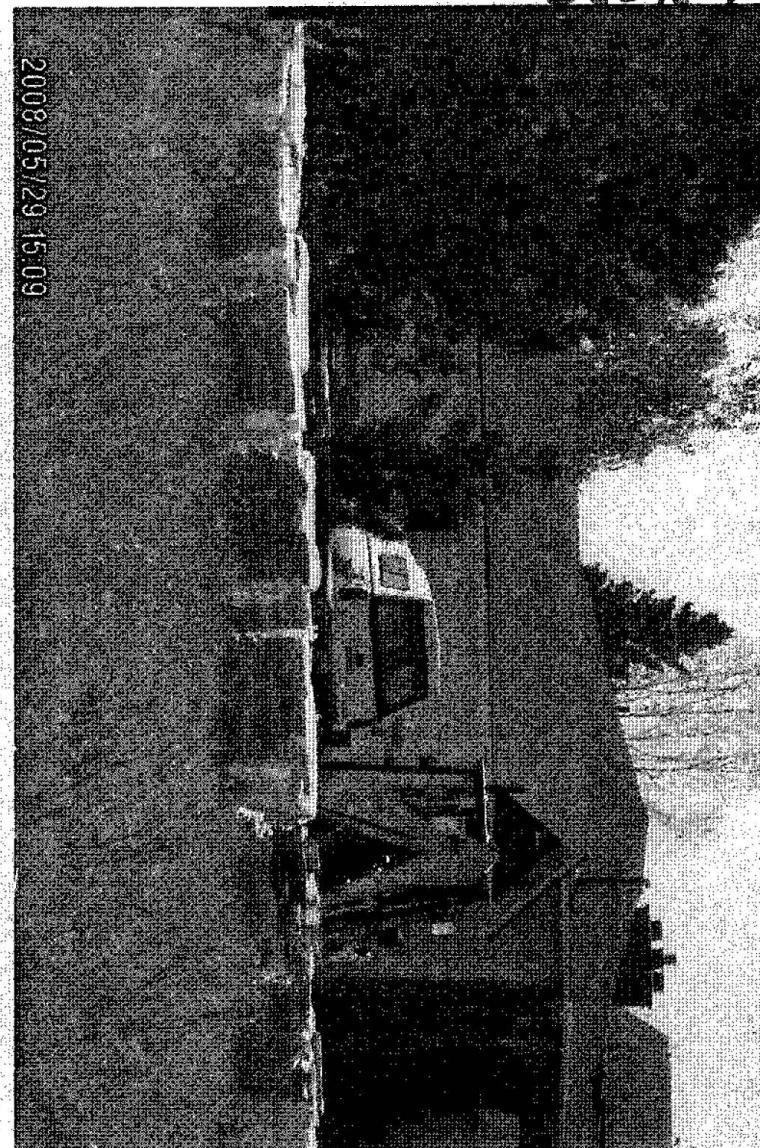
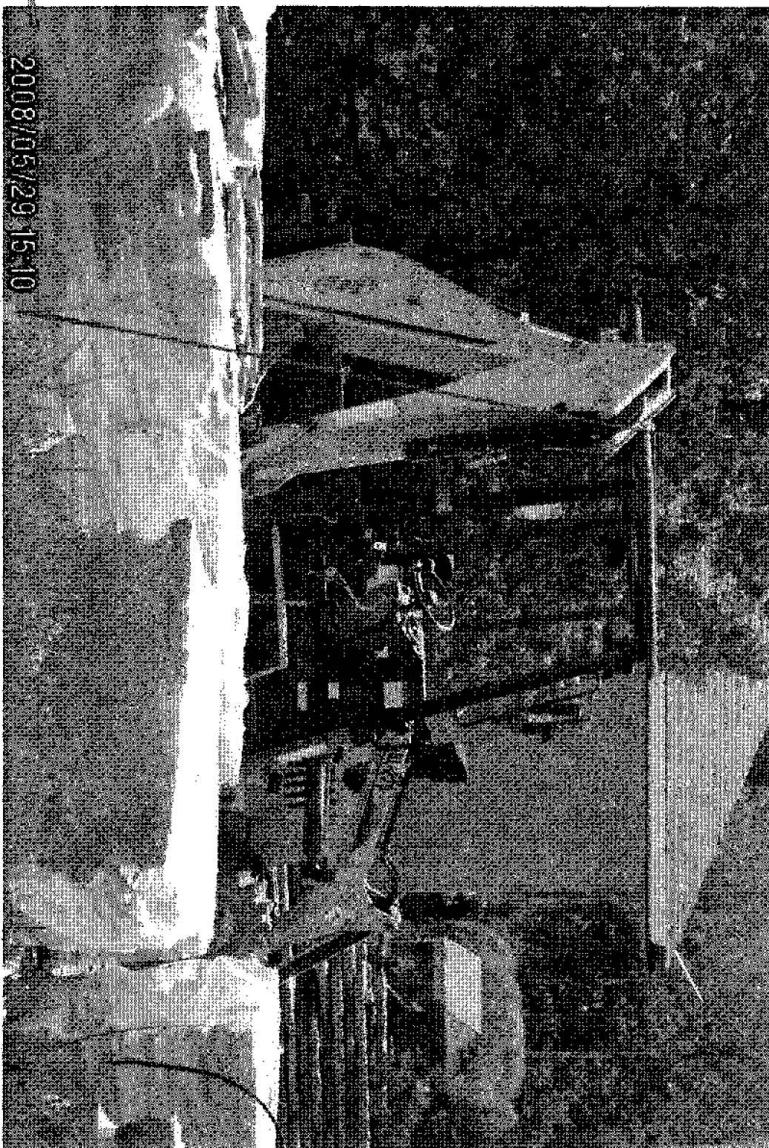
Don

Don Maki CBCO
Chief Building Official
Building Division
Engineering and Planning
705-759-5399

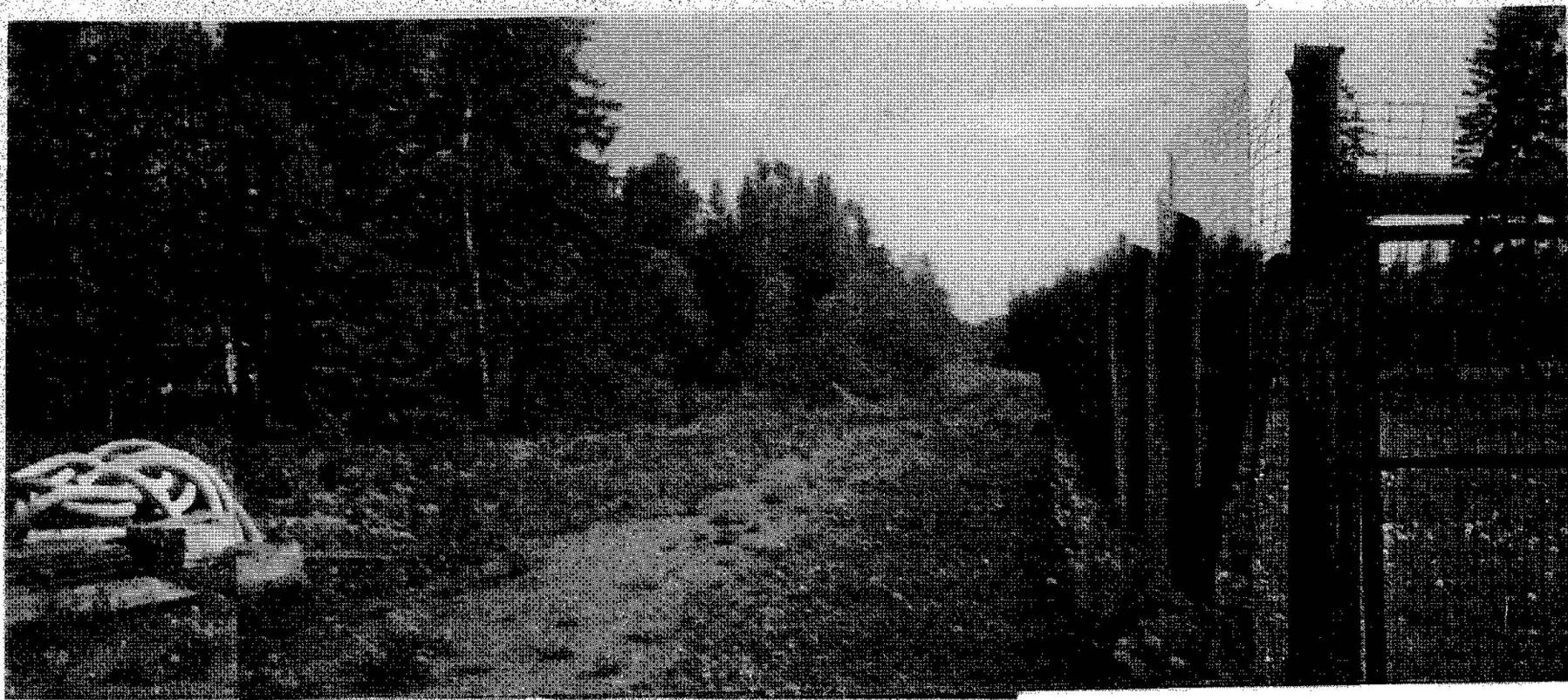
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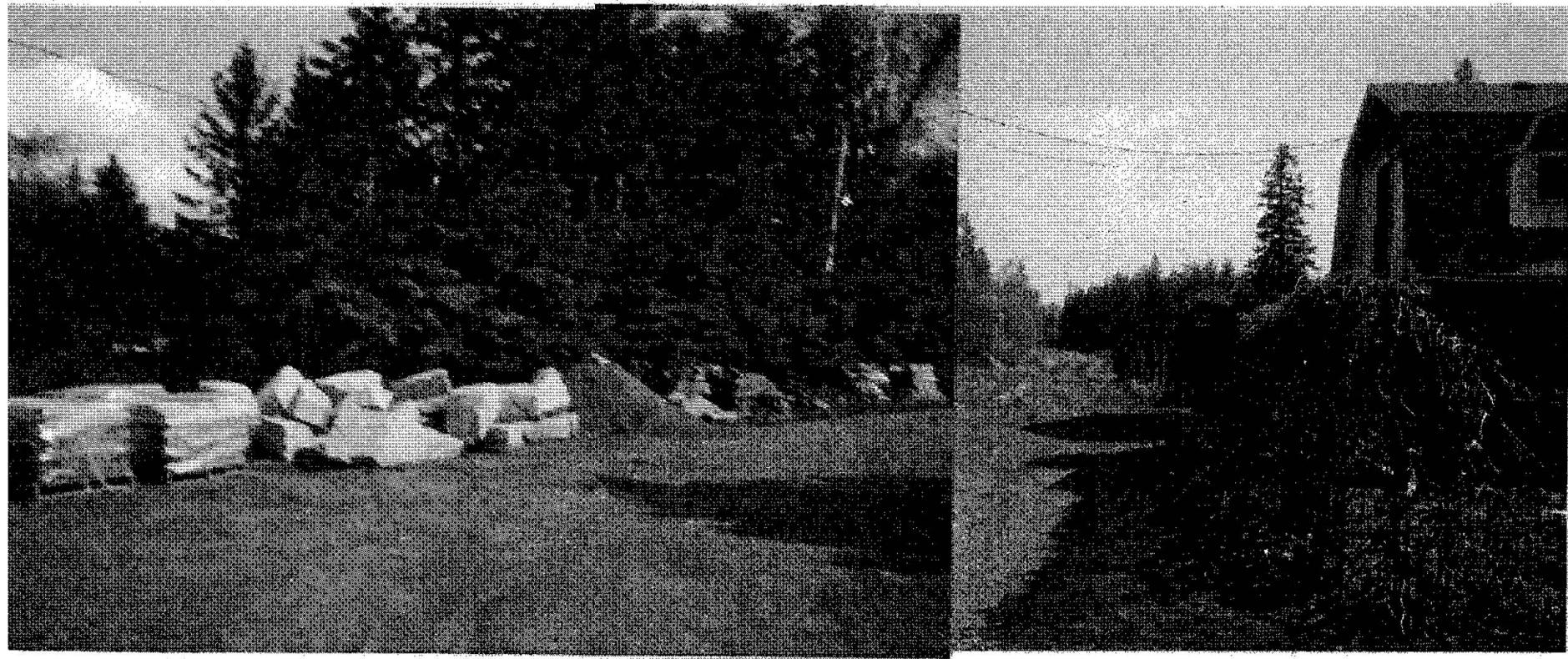


2008/05/29 15:10



View of roadway on East Side of Gordon Property

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Views of roadway on East Side of Gordon Property

6(6)(a)

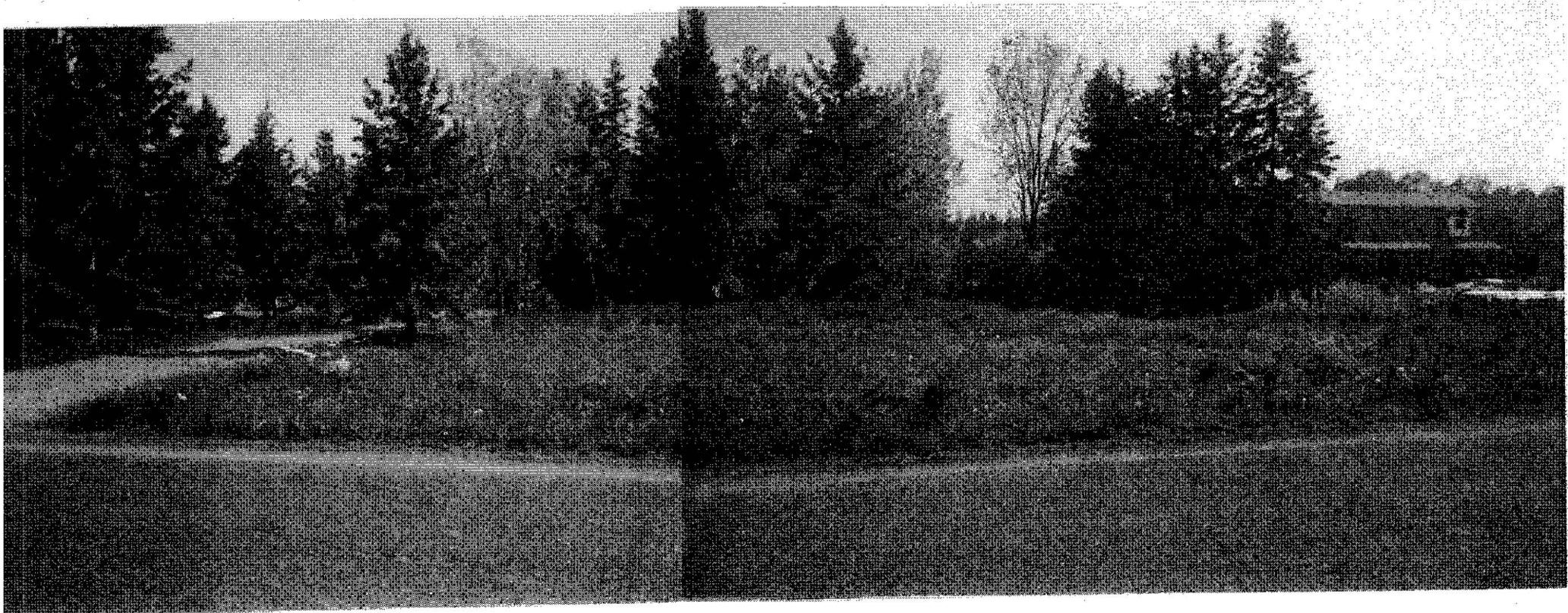
June / 2008



East View to Novitski and Daehn
Properties

6(6)(a)

June 1, 2018



Driveway and Front Yard of Jeff and Shelley Novitski

6/6/66

6(6)(a)**Don McConnell**

From: Don McConnell
Sent: June 28, 2008 9:16 AM
To: Peter Tonazzo
Subject: FW: Opposition to Application for rezoning of civic # 1425 Old Garden River Road
Importance: High

From: Jeff or Shelley Novitski [mailto:novitski@shaw.ca]
Sent: June 19, 2008 10:28 PM
To: Don McConnell; Bryan Hayes; Pat Mick
Subject: Opposition to Application for rezoning of civic # 1425 Old Garden River Road
Importance: High

June 18, 2008

Mr. McConnell,

Re: application to rezone 1425 Old Garden River Road for use as a landscaping business and stockyard.

This is the letter you requested in response to our discussion last week regarding my neighbour Mr. Gordon's application to rezone his property to allow for its use as a landscaping business. As I intend to forward copies of this letter to my councillors I will give a brief summary of the situation.

I built my home in 2004 at 1451 Old Garden River Rd. In the fall of 2005 my neighbour Fred Gordon at civic # 1425 decided to assist a friend of his who operates the Garden of Eden Landscaping business by allowing the owner to buy product like gravel and stone in large quantities and store it on his property. Initially he started to store the product on the west side of his property, but within a week the neighbour on that side expressed his intention to file a complaint and the items were then moved to my side. Behind Mr. Gordon's home are three large ponds, so in order to move the product to the rear of his property, it needs to travel on an access road along our property line which is a mere twenty feet from my home.

The owner of the Garden of Eden uses a large boom truck and a pickup truck as well as a payloader. In addition to deliveries by dump trucks and transports, the use of these vehicles at all hours causes a great deal of noise. I spent a great deal of money to build my home 400 feet back from the roadway in order to maximize my privacy and remove myself from as much road and neighbour disturbance as possible. The area where the current the activity is taking place is directly beside my home and backyard. After I spoke with my neighbour he agreed to have the owner move the activity and stone up to the front of the property. This was done slowly but in the process he began to dump garbage and broken stone and pallets along our property line. He agreed to get rid of the garbage, but it is still in the same spot today. The move to the front of the property alleviated the traffic beside the house, but did little to curb the noise caused by the boom truck and its chains, the beeping of the reversing equipment, the crashing of stone and boulders onto the flatbed of the boom truck as well as the workers attempting to communicate over top of the vehicles. I work shift work and am often sleeping during the day after nights or trying to nap preparing for a night shift when most of this activity is going

(66)(a)

on. In addition, the area, as you acknowledged when we spoke last week, is very unattractive with at least one hundred pallets of building material spread out along the roadway and the western edge of our property. Further, my wife obtained a verbal agreement from Mr Gordon in the spring of 2007 to have the landscaper move his materials off of our property line so that we could construct a fence in an attempt to cut some of the noise. This material was never moved, and we had to cancel plans to build the fence.

The first problem I have with the rezoning application is that this is not my neighbour's landscaping business. He has no association to the Garden of Eden other than trying to help a friend save some money. It would be one thing to request to have his property rezoned for his own use, but I find it unfair to affect the enjoyment of my property to assist someone who does not live in the area.

It seems the last three years my wife and I are the only ones not able to enjoy the peace and quiet that this area provides. Allowing the business to operate either at the rear or front of the Gordon property causes excessive noise and an inability to enjoy our home. In addition, the manner in which this scenario has unfolded has lead us to consider trying to sell our home.

We have been advised that a sale for market value will be seriously compromised by the fact that a landscaping business operates within twenty feet of our previously very shielded and private home. As you can tell, we are very much opposed to the rezoning of the adjoining property for business use by a non-resident. We have seen our dream home turn into a nightmare over the course of three years.

Thank you for your time last week. It was much appreciated.

Jeff Novitski
1451 Old Garden River Road

254-2460 home
949-6300 work

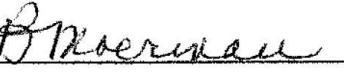
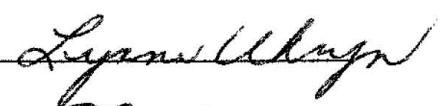
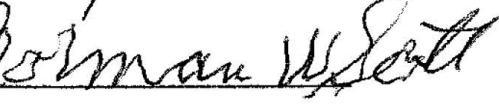
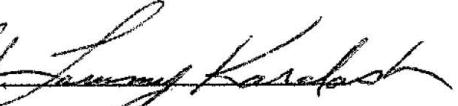
cc: Councillor Bryan Hayes
Councillor Pat Mick

6(6)(a)

June 9th, 2008

To whom it may concern;

We, the undersigned neighbours in proximity of Fred and Sandra Gordon of 1425 Old Garden River Road, Sault Ste. Marie, Ont., P6A 6J8, have no objections to the stone storage on this said property. It has been used for this purpose with no issues or complaints for approximately five years. We hereby support the above in maintaining this use.

NAME	ADDRESS	SIGNATURE
Ed Nowiec	1292 Old Garden River Rd.	
Nancy Holmes.	1292 Old Garden River Rd.	
BETTY MOERMAN	80 CASE RD	
ART Moerman	80 CASE RD	
LYNNE UHRYN	48 CASE RD	
Ron Uhrynn	48 CASE RD	
MARY Scott	1357 OLD GARDEN RIVER RD	
MARY Scott	1357 OLD GARDEN RIVER RD	
Tommy Karabash	1357 Old Garden River Rd	
KENNETH A SCOTT	1357 OLD GARDEN RIVER	
JIM COURT	1492 OLD GARDEN RD	

6(6)(a)

June 9th, 2008

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NAME	ADDRESS	SIGNATURE
Lynn Webb	1387 Old Garden River Rd	Lynn Webb
BILL WEBB	1387 OLD GARDEN RIVER RD	Bill Webb
PAUL DAHN	1453 Old Garden R.R. P. Dahn	
GABE GIULIETTI	1458 Old Garden River Rd. Gabe Giulietti	
Sarah Creedon	1375 Old Garden River Rd	Sarah Creedon
Michael Creedon	1375 Old Garden R.Rd	Michael Creedon
AUDREY BENCH	1379 old garden R.R. Audrey Bench	
Michel French	1379 old garden River Rd	Michel French
DON PALMER	1285 OLD GARDEN R.R. Don Palmer	
Wayne McDermid	1299 Old Garden River Rd Wayne McDermid	

6(b)(a)

June 9th, 2008

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NAME	ADDRESS	SIGNATURE
Linda McDermid	1299 Old Garden River Rd	Linda McDermid
BILL BOOTH	1533 OLD GARDEN RIVER Rd.	Bill Booth
Natalie Giulietti	1458 Old Garden River Rd.	N Giulietti
JOEL Muncaster	1369 Old Garden River Rd.	Joel Muncaster
GAIL Quinton	26 Case Rd. ssm	Gail Quinton
Douglas Quinton	26 Case Rd ssm	Douglas Quinton
DAVE Thomas	1474 OLD GARDEN R.Rd	Dave Thomas
Linda Thomas	1474 OLD Garden River Rd	Linda Thomas
Chris McGrath	1494 Old Garden River Rd	Chris McGrath
Helina McGrath	1494 Old Garden River Rd.	Helina McGrath
Denise Booth	1533 OLD GARDEN R.Rd	Denise Booth

6(b)(a)

June 9th, 2008

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NAME	ADDRESS	SIGNATURE
MARIA TREMBLAY	301 CASE ROAD	MR Tremblay
B. Scarfone	231 Case Road	Mr Scarfone
LINDA SCARFONE	275 CASE RD	Linda Scarfone
PETER SCARFONE	275 CASE RD	Peter E Scarfone
Jane Scarfone	231 Case Rd	Jane Scarfone
RICHARD TREMBLAY	301 CASE RD	Richard Tremblay

6(6)(a)

June 9th, 2008

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NAME

ADDRESS

SIGNATURE

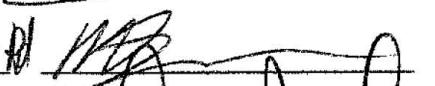
Juliette Speers

1492 Old Garden R.R.



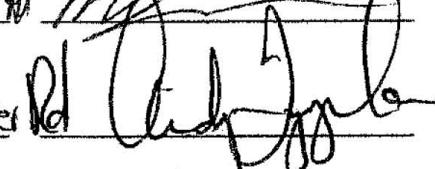
Megan Speers

1492 Old Garden River Rd.



Andy Ilynnick

1364 Old Garden River Rd.



Lois Mealey

1245 Old Garden River Rd. Lois Mealey.

MATT MUNCASTER

1321 OLD GARDEN RIVER RD.



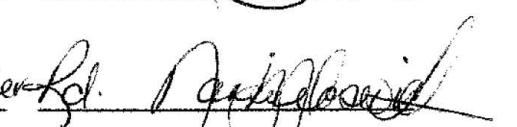
PAUL MILOSEVICH

1298 OLD GARDEN RIVER RD.



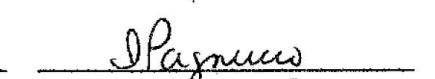
Dency Milosevich

1298 Old Garden River Rd.



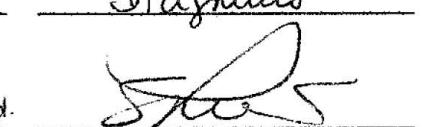
Irene Pagnucco

1310 Old Garden River Rd.



Sheila Garson

1286 Old Garden River Rd.



6(6)(a)

Great Lakes Power

Great Lakes Power
Great Lakes Power Limited
2 Sackville Road
Sault Ste. Marie, Ontario P6B 6J6

Tel +1 (705) 759-7600
Fax +1 (705) 759-2218
www.glp.ca

August 12, 2008

D.P. Irving, City Clerk
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Re: Application No. A-17-08-Z
Subject Property: 1425 Old Garden River Rd owned by Fred & Sandra Gordon

We have reviewed the subject property in relation to our right of way (ROW) which consists of two 230,000 volt lines that cross the southern part of the subject property.

Great Lakes Power has no issues with the subject property being used for the outdoor storage of landscaping stone.

Our biggest concern is that the lane/trail/road on the east edge of the property from Old Garden River Road to the GLP ROW be left open or accessible for our heavy equipment to reach the lines.

This lane is the only access to our ROW, and Fred & Sandra Gordon have always been very gracious in allowing GLP access.

Each time we use this lane, we get complaints from the neighbour to the east who try to block, erect barriers or interfere with this access. If possible we request that our name (Great Lakes Power Limited and their contractors) be added to this zoning application to allow us access to our ROW.

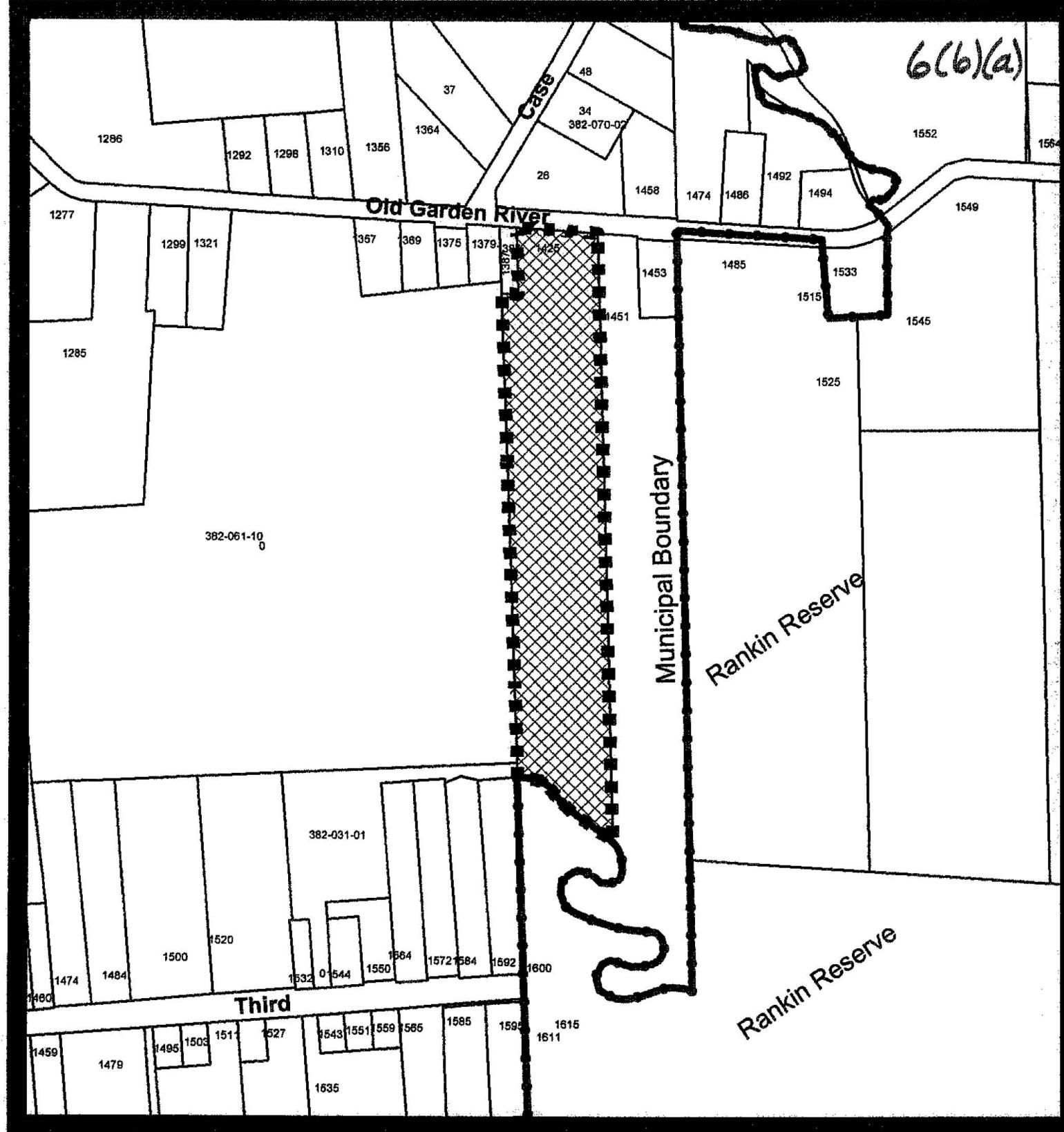
If you have any questions, please contact Bernard Mobach, Transmission Tech at extension 553 or e-mail: bmobach@glp.ca

Yours truly,


Gary Gazankas, Transmission Planner
Great Lakes Power



6(6)(a)



SUBJECT PROPERTY MAP

APPLICATION A-17-08-Z

1425 Old Garden River Road



SUBJECT PROPERTY - 1425 Old Garden River Road

— MUNICIPAL BOUNDARY

Metric Scale
1 : 6000



MAPS
117, 131 & 1-131



**2004 ORTHO PHOTO
APPLICATION A-17-08-Z
1425 Old Garden River Road**

Metric Scale
1 : 6000

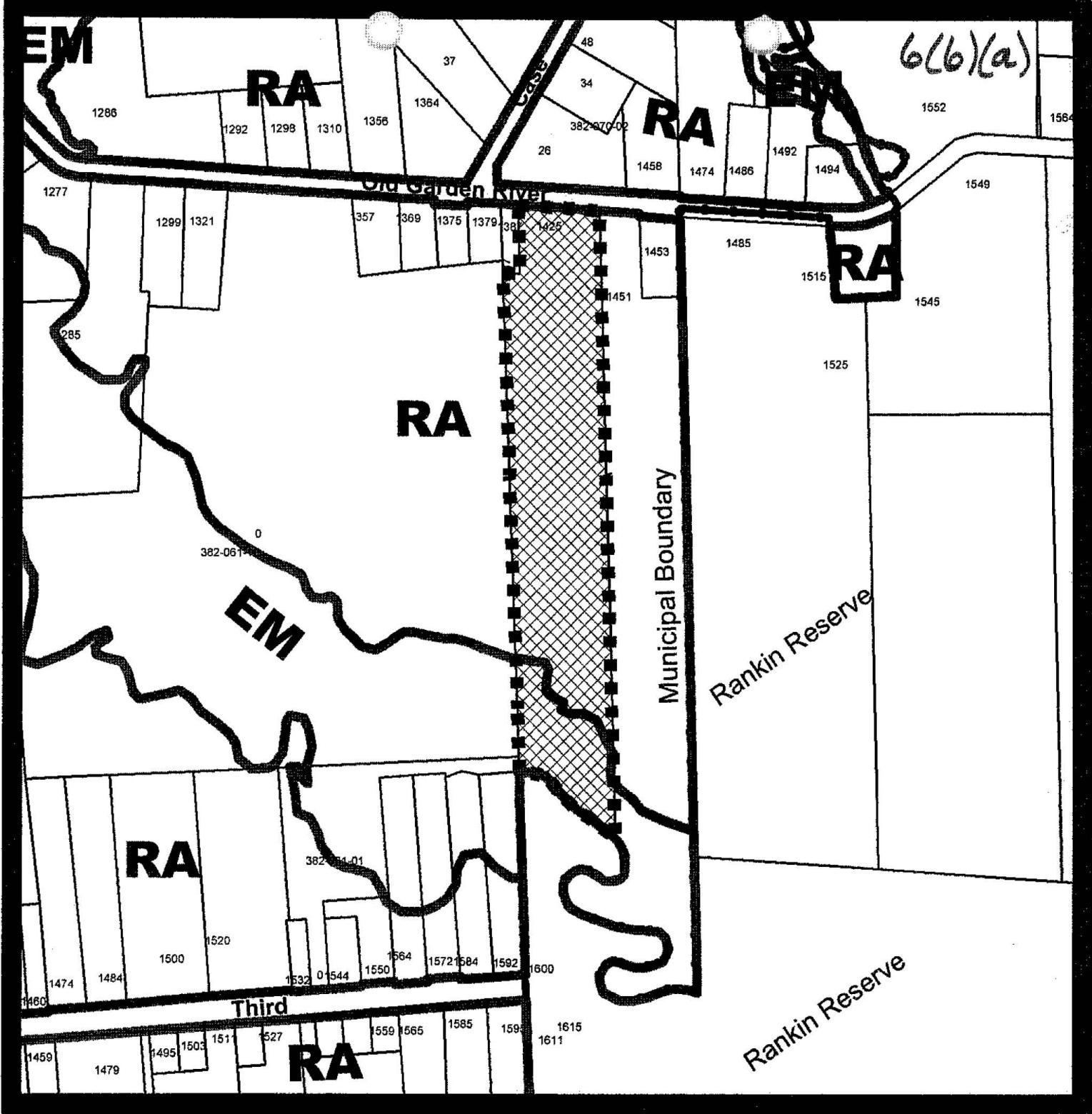


SUBJECT PROPERTY - 1425 Old Garden River Road



MUNICIPAL BOUNDARY

**MAPS
117, 131 & 1-131**



EXISTING ZONING MAP

1425 Old Garden River Road



SUBJECT PROPERTY - 1425 Old Garden River Road



MUNICIPAL BOUNDARY



RA - Rural Area Zone; RAhp



EM - Environmental Management Zone

APPLICATION A-17-08-Z

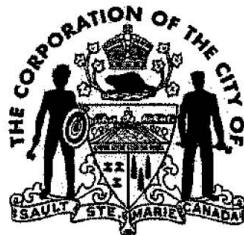


Metric Scale

1 : 6000

MAPS

117, 131 & 1-131



2008 08 18

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-19-08-Z – filed by Victor Alfano

SUBJECT PROPERTY:

Location – Plan 1749, Lot 106 Closed Lane Pt RP IR9157 Part 2, located on the north side of Wallace Terrace approximately 25m (82') east of Farwell Terrace, civic no. 248 Wallace Terrace

Size – Approximately 12.90m (42.32') frontage x 37m (121.40') depth; 0.05 ha (.12 acres)

Present Use – Residential

Owner – Victor Alfano

REQUEST:

The applicant, Victor Alfano is requesting to rezone the subject property by way of a Special Exception to the "R3" (Residential) zoning, to permit parking in association with the abutting commercial use (auto-body shop). The proposed parking is to be located in the rear yard of the subject property.

CONSULTATION:

Engineering – No objections

Building Division – This issue has come to our attention as a result of a complaint

Legal Department – No comment

CSD – No concerns

PW&T – No comments or objections

Fire Services – No objection

EDC – No objections

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The applicant is requesting a rezoning by way of a Special Exception, to permit rear yard parking on the subject property, in association with the abutting auto-body shop. Given that the two properties abut, an Official Plan Amendment is not necessary to approve this request, in light of the flexibility provisions of the Official Plan.

Comments

The applicant, Victor Alfano, is requesting a rezoning by way of a Special Exception to the existing Low Density Residential (R3) zoning, to permit additional parking in association with the abutting auto-body shop at 252 Wallace Terrace. Both properties are owned by the applicant.

The subject property is at the edge of the Korah Road commercial area. The surrounding character is mixed, with commercial uses to the west and south, and residential uses to the east and north.

The subject property and the abutting auto-body shop are located on lots that are relatively small, and originally intended for residential uses. Consequently, the applicant is requesting a rezoning to utilize 248 Wallace Terrace for additional parking. The subject property is enclosed with a visually solid fence along the eastern lot line, and a chain link fence along the north or rear lot line.

Provisions must be put in place to protect the abutting residential uses, including the existing residence upon the subject property. Parking in association with the auto body shop should be fully enclosed with a visually solid fence, and be restricted to the rear yard only. A rear yard amenity area should also be maintained in association with the existing residence on the subject property. Signage, in association with a business carried on at 252 Wallace Terrace, or any other business or use that is not permitted within the R3 zone will also be prohibited on the subject property, to maintain the residential appearance from the street. Site Plan Control, pursuant to Section 41 of the Planning Act will be utilized to ensure the implementation of the conditions outlined above, in an effort to further protect the abutting residential uses.

Comments from the agencies that were circulated as part of this application were minimal, although the Building Division has noted that this rezoning is the result of a complaint. Resulting from the public notice, there have been no complaints or objections filed with the Planning Division.

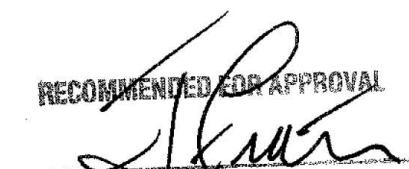
6(6)(b)

Located at the edge of the Korah Road commercial area, there are automobile service related uses in the immediate area of the subject property, including a repair garage across the street, and a fuel station on the corner of Korah Road and Wallace Terrace. With appropriate conditions, and Site Plan Control to ensure the implementation of such conditions, any impact to nearby residents will be minimized.

Planning Director's Recommendation

That City Council rezone the subject property from Low Density Residential (R3) zone to Low Density Residential with a Special Exception (R3.S) zone to permit the parking of vehicles in association with the auto body shop located at 252 Wallace Terrace only, in addition to the uses permitted within the (R3) zone, subject to the following conditions:

1. The parking of vehicles is restricted to the rear yard only
2. That an amenity area of at least 40m² (430.5sq.ft.) be maintained for the existing residential use upon the subject property
3. That signage in association with any business carried on at 252 Wallace Terrace is prohibited upon the subject property
4. That the rear yard parking area be completely enclosed by a visually solid fence, at least 1.82m above established grade
5. That the subject property be designated subject to Site Plan Control, pursuant to Section 41 of the Planning Act


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

PT/pms

PUBLIC HEARING – 2008 08 18, Council Chambers, Civic Centre

6(6)(b)

Great Lakes Power

Great Lakes Power
Great Lakes Power Limited
2 Sackville Road
Sault Ste. Marie, Ontario P6B 6J6

Tel +1 (705) 759-7600
Fax +1 (705) 759-2218
www.glp.ca

August 12, 2008

D.P. Irving, City Clerk
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Re: Application No. A-19-08-Z
Subject Property: 248 Wallace Terrace owned by Victor Alfano

We have reviewed the subject property in relation to our 115,000 volt line along Farewell Terrace. Great Lakes Power has no issues with the subject property being used for parking.

Yours truly,



Gary Gazankas, Transmission Planner
Great Lakes Power



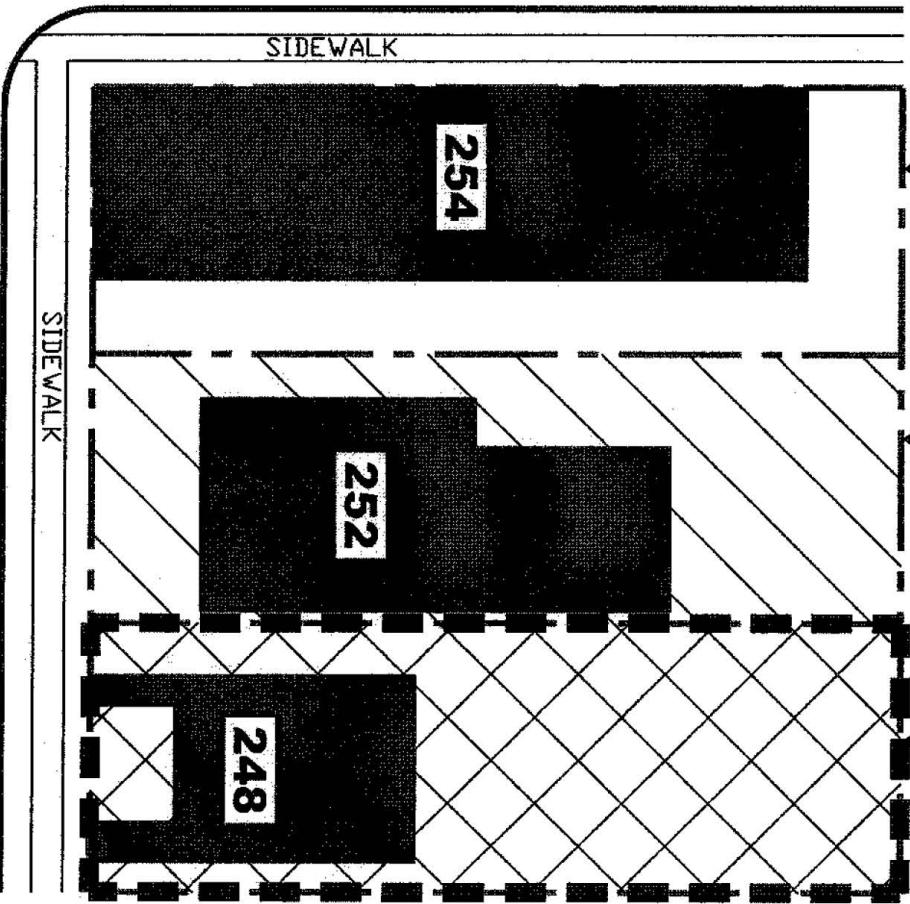
APPLICATION

A-19-08-Z

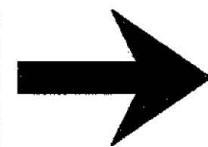
6(b)(b)

WALLACE TERRACE

FARWELL TERRACE



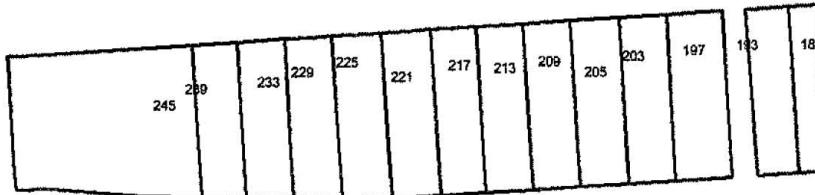
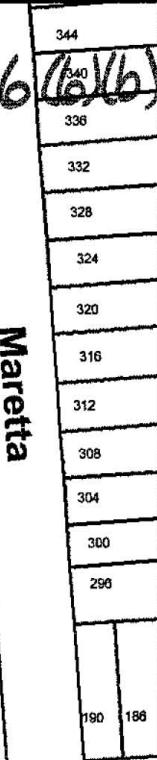
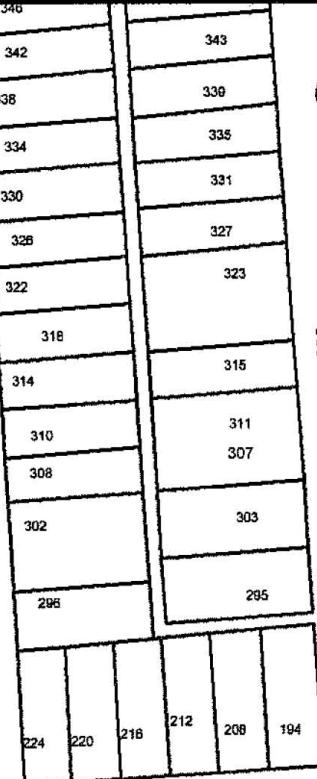
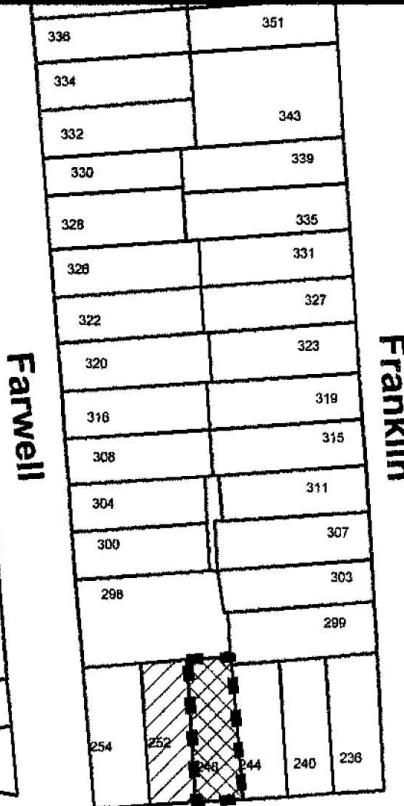
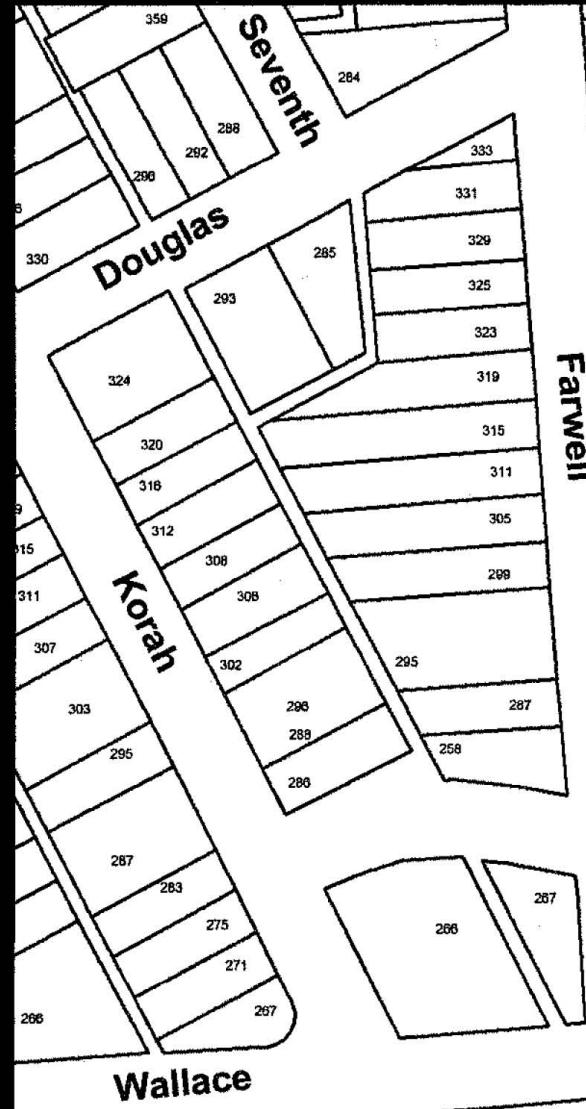
NORTH



NOT PART OF APPLICATION

AUTO BODY SHOP PROPERTY
ALSO OWNED BY APPLICANT

SUBJECT PROPERTY



Roll # 601-001

ALGOMA STEEL

SUBJECT PROPERTY MAP APPLICATION A-19-08-Z 248 WALLACE TERRACE

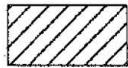


Metric Scale
1 : 2000

Legend



Subject Property - 248 Wallace Terrace



Affiliated Property - 252 Wallace Terrace

Maps
56 & 1-71



**2004 ORTHO PHOTO
APPLICATION A-19-08-Z
248 WALLACE TERRACE**

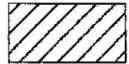


Metric Scale
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Legend

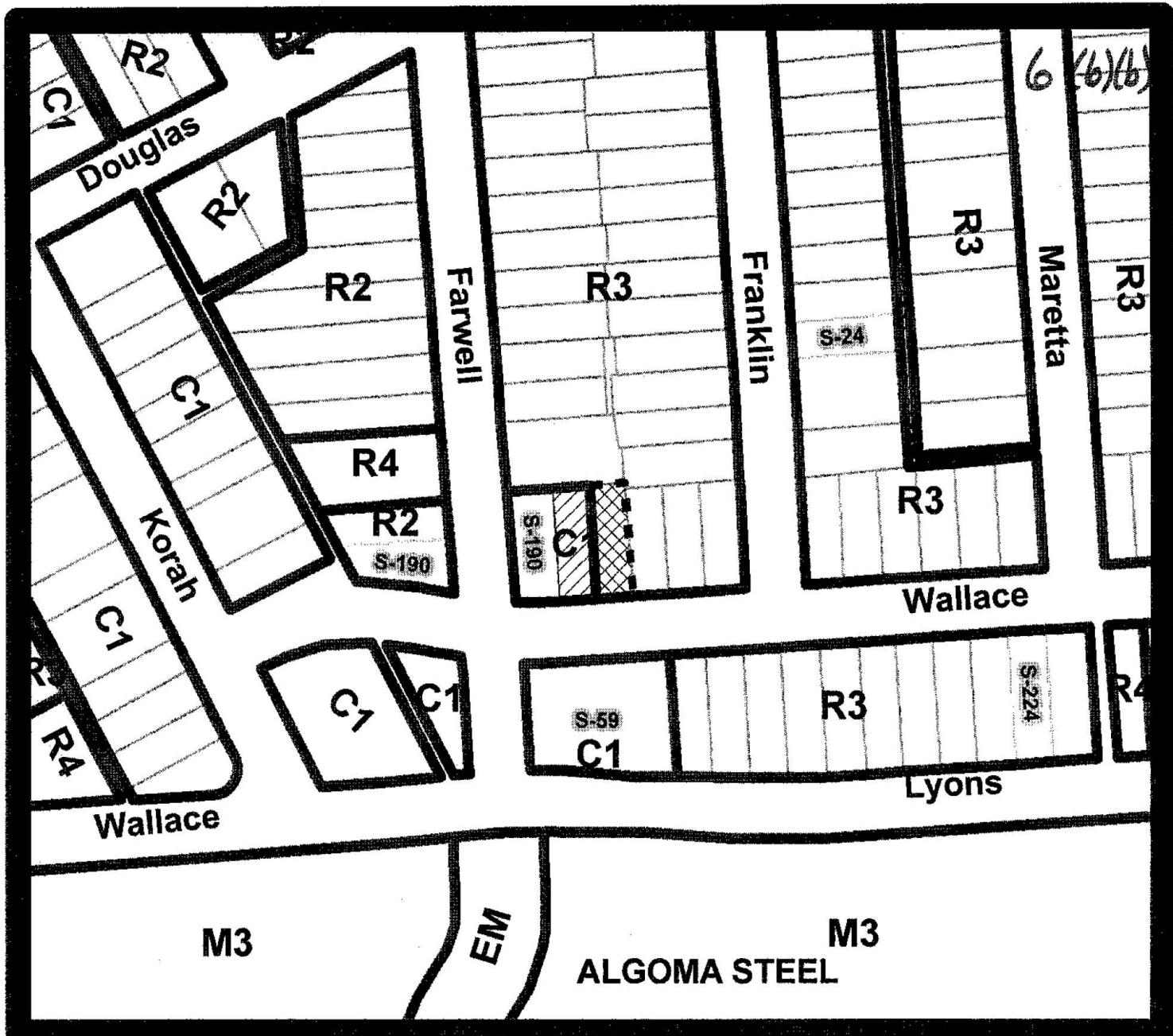


Subject Property - 248 Wallace Terrace



Affiliated Property - 252 Wallace Terrace

**Maps
56 & 1-71**



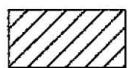
EXISTING ZONING MAP

APPLICATION A-19-08-Z

248 WALLACE TERRACE



Subject Property - 248 Wallace Terrace

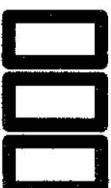


Affiliated Property - 252 Wallace Terrace

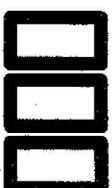
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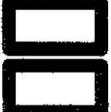
Maps
56 & 1-71



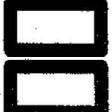
R2 - Single Detached Residential Zone



C1 - Traditional Commercial Zone



R3 - Low Density Residential Zone



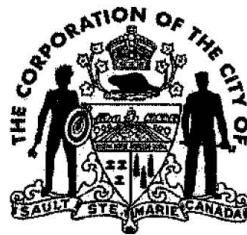
M3 - Heavy Industrial Zone



R4 - Medium Density Residential Zone



EM - Environmental Management Zone



2008 08 18

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application No. A-20-08-Z.OP – filed by Neil Martin

SUBJECT PROPERTY: Location – Located on the west side of Maki Road, approximately 1900m (6233.6') north of its intersection with Aubin Road. Civic No. 1131 Maki Road
Size – Triangular shaped, approximately 195m (640') frontage x 114m (374'); 2.3 ha (5.68 acres)
Present Use – Vacant land
Owner – Neil Martin

REQUEST: The applicant, Neil Martin is requesting to rezone the subject property by way of a Special Exception to the Rural Precambrian Uplands zone, to permit the development of a single detached dwelling.

CONSULTATION: Engineering – No objection
Building Division – See attached letter
Fire Services – No objection
Public Works – No comments or objections
Conservation Authority – See attached letters
Algoma Public Health – See attached letter
EDC – No objection

PREVIOUS APPLICATIONS: There are no previous applications.

Conformity with the Official Plan

The subject property is located in the 'Precambrian Uplands', which is the area north of the first outcroppings of exposed bedrock, generally running in a northeast/southwest direction. The cliffs that define the area are near Third Line at the City's western limit, and Sixth Line at Highway 17.

The Precambrian Uplands area is characterized as having exposed bedrock, with very little overburden, or topsoil. The terrain is generally rugged, with very few publicly owned and maintained roadways. The terrain, lack of roads, and limited topsoil make the area sensitive to development. The area is also located well beyond the City's Urban Settlement Area, and is separated from the developable Rural Area by the Aggregate Area.

Rural Area Policy (RA.5) notes that "the area north of the Shield Line (the Precambrian Uplands Area) should not be developed for residential purpose." As such, an Official Plan amendment by way of a notwithstanding clause to Policy (RA.5) is required in order to develop the subject property for residential purposes.

Comments

The applicant, Neil Martin is requesting a rezoning by way of a Special Exception to the Rural Precambrian Uplands zone (RP) in order to utilize the subject property for rural residential purposes. The existing RP zoning only permits conservation uses, with buildings and structures prohibited. On review of the Official Plan and Zoning By-law, the general principle is to maintain this area in a natural state, with very little development. There are two main principles guiding the strict development controls within the Shield Area:

1. The lack of topsoil, limited access and rugged terrain make this area sensitive to development
2. The Rural Precambrian Uplands zone is well beyond the City's Urban Settlement Area, and even the developable Rural Area. A prohibition of residential development is aimed at better focussing growth, and limiting sprawl

With regards to this particular application, the subject property is located on the west side of Maki Road, roughly 3km's north of Fourth Line West. The triangular shaped parcel is approximately 2.3ha (5.68acres) with a fish habitat designated stream flowing through the property. Referring to the site plan attached, the applicant is proposing to construct a single detached residence within the southwest portion of the property.

There are a number of existing residences within the surrounding area. Under Zoning By-law 4500, rural residential development was permitted in the Rural Precambrian Uplands Area. With the adoption of the current Zoning By-law in October 2005, development within this area was restricted, in an effort to maintain the area in its current natural state.

The applicant has noted on the application that prior to purchasing the property the applicant's realtor discussed the zoning and development regulations with the Building Division. According to the applicant, the realtor left with the impression that a dwelling could be built on the subject property, conditional upon further review by the Conservation Authority and Algoma Public Health. The applicant notes that after positive feedback from the Conservation Authority he proceeded to purchase the property.

Correspondence from the various agencies that were circulated does not identify any major technical concerns with the proposal. Letters from the Conservation Authority attached note that the property is under the Conservation Authority's jurisdiction and a permit will be required prior to development. The permit will address the protection of fish habitat, slope stabilization, and cut and fill regulations.

Correspondence from Algoma Public Health (attached) notes that the portion of the property south of the creek has ample developable area to support the installation of an on-site sewage system.

Building Division's correspondence attached notes that given the topography of the site, the owner should be aware that emergency vehicle access to the dwelling must be provided by way of a private drive that can accommodate a fire truck. Considerations must be made for width, support, and gradient, in accordance with the Ontario Building Code. The applicant is aware of these requirements.

Based on the commenting agencies' correspondence, it appears that the subject property can support the proposed development of a single detached dwelling with on-site services. The site is an anomaly, as there appears to be sufficient topsoil, a buildable area, and the lot has frontage on a publicly owned and maintained roadway.

The parcel is located well beyond the Municipality's Rural Area, and it is premature to expand rural residential development beyond the Shield Line.

While Planning cannot support the application, there are a number of existing dwellings along this portion of Maki Road, developed under the old Zoning By-law. In terms of precedence, there are a very limited number of lots within the Shield Area that can support development, whether it is due to technical concerns based on topography and soils, or a lack of frontage and access from a

6(6)(c)

publicly maintained roadway capable of supporting emergency vehicles. Given that buildings and structures are prohibited, there are no building regulations set out in the Rural Precambrian Uplands zone. If City Council wishes to approve the application, the Rural Area provisions outlined in Section 8.5 of the Zoning By-law should be applied.

Planning Director's Recommendation

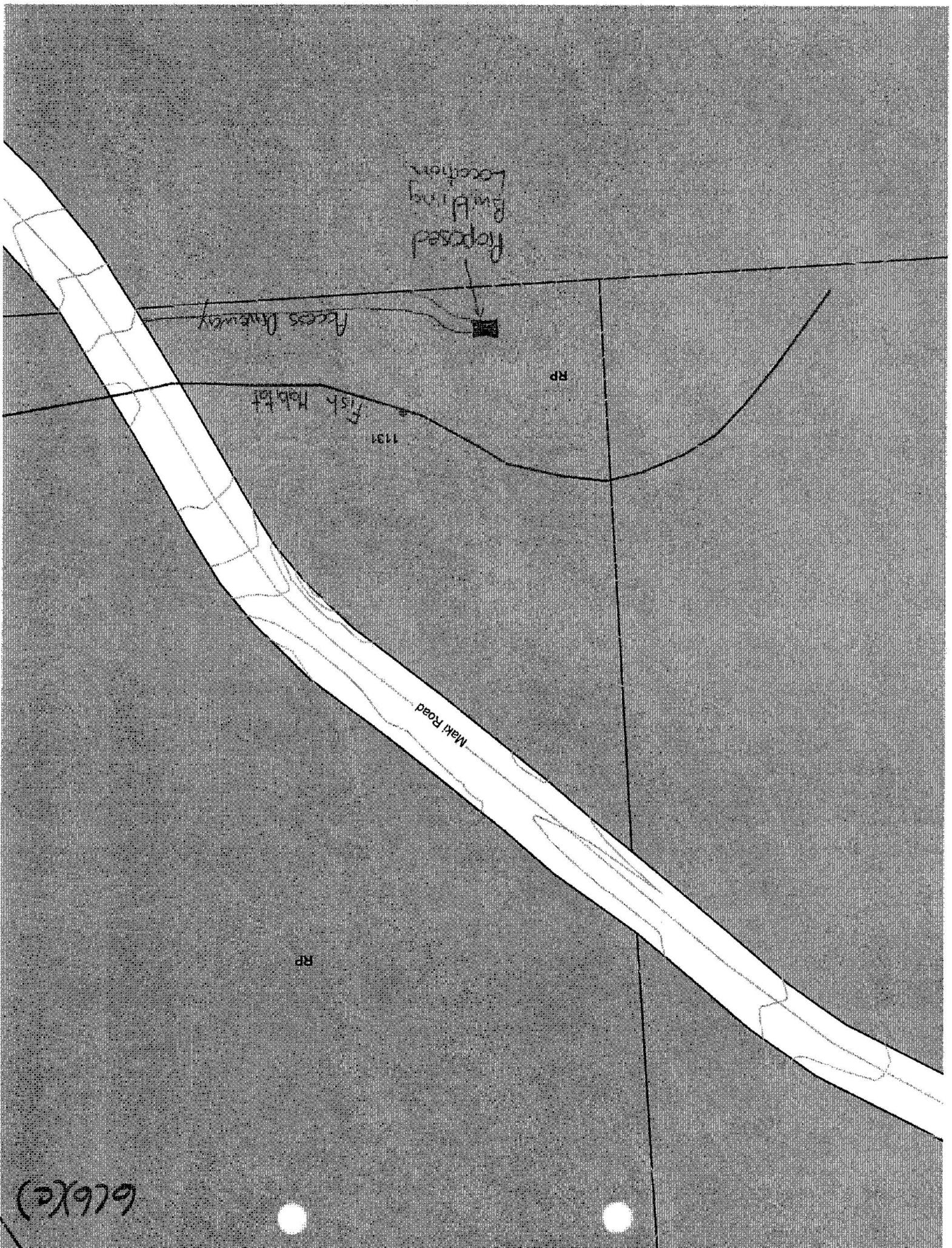
That City Council deny the applicant's request for an Official Plan Amendment and Rezoning to permit residential development on the subject property.

PT/pms

PUBLIC HEARING – 2008 08 18, Council Chambers, Civic Centre

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



Pat Schinners

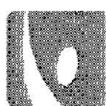
From: Don Maki
Sent: July 21, 2008 3:18 PM
To: Don McConnell; Pat Schinners
Subject: 1131 Maki Rd Rezoning application a-20-08-Z.OP

Hi Don

The proposed rezoning is located in the Precambrian shield area. It would appear from the site plan proposed shows that the dwelling is being located on a high elevation. The owner should be aware that fire department access to the dwelling must be provided by way of a private drive that could accommodate a fire truck. Considerations must be given for width, support, gradient, in accordance with the Ontario Building Code.

Don Maki CBCO
Chief Building Official
Building Division
Engineering and Planning
705-759-5399

6(6)(c)



Algoma
PUBLIC HEALTH
Santé publique Algoma

AA Northan MD MHS Sc FRCP(C)
Medical Officer of Health
www.algomapublichealth.com

Blind River
Community
Services Centre
15 Hanes Avenue
P0R 1B0
Tel: 1 (705) 356-2551
TF: 1 (888) 211-4739
Fax: 1 (705) 356-2494

August 7, 2008

DONALD B McCONNELL
5TH FLOOR PLANNING DIVISION
99 FOSTER DRIVE
SAULT STE MARIE ON P6A 5X6

Elliot Lake
Algo Centre
151 Ontario Avenue
P5A 2T2
Tel: 1 (705) 848-2314
TF: 1 (888) 211-6749
Fax: 1 (705) 848-1911

RE: 1131 MAKI ROAD

Sault Ste. Marie
Civic Centre
99 Foster Drive
P6A 5X6
1st Floor
6th Floor
Tel: 1 (705) 759-5287
TF: 1 (866) 892-0172
Fax: 1 (705) 759-1534

126 Queen Street East
P6A 1Y5
Tel: 1 (705) 942-3103
Fax: 1 (705) 942-9915

186 East Street
P6A 3C6
Tel: 1 (705) 759-3935
Fax: 1 (705) 759-2105

63 East Street
Unit 1
P6A 3C4
Tel: 1 (705) 759-1844
Fax: 1 (705) 759-5953

Algoma Public Health has no objections to the amendment to the zoning by-law. The portion of the property south of the creek has ample developable area to support the installation of a sewage system.

For healthier communities,

Wes Terry, CPHI(C)
Public Health Inspector

/cc

cc. Neil Martin

Wawa
18 Ganley Street
P0S 1K0
Tel: 1 (705) 856-7208
TF: 1 (888) 211-8074
Fax: 1 (705) 856-1752



"Man and Nature"

July 23, 2008

Sault Ste. Marie Region
Conservation Authority *6(6)(c)*
Page 1 of 2
July 23/08

Conservation Authority Comments:

Application # A-20-08-Z.OP
Neil Martin
1131 Maki Road
Sault Ste. Marie

*Attn:
Peter
Tonazzi O.*

- The subject properties are located in an area under the jurisdiction of the Conservation Authority with regard to the Development, Interference with Wetlands and Alterations to Shoreline and Watercourses O.Reg.176/06.
- This property is subject to the Shoreline Management Plan.
- This property is subject to Source Water Protection
- A permit is required prior to ANY site grading, excavating, filling, development or construction.
- We have no comments or objections to this application
- Other:

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

A response to Mr. Martin regarding the property inquiry was provided on June 16, 2008 and is attached for reference.

CA staff should review any plans prior to a Building Permit being issued for the property located at 1131 Maki Road.

Sincerely,

Marlene McKinnon
GIS Specialist

Attached – Property Inquiry response dated June 16, 2008.

File: A-20-08-Z_OP_23Jul08.doc

Phone: (705) 946-8630 * Fax (705) 946-8533 * Email: nature@ssmrca.ca
1100 Fifth Line East * Sault Ste. Marie, Ontario P6A 5K7
www.ssmrca.ca



"Man and Nature"

Sault Ste. Marie Region

Conservation Authority

6(6)(c)
Pg 3 of 2
July 22/08

June 16, 2008

Mr. Neil Martin
P.O. Box 178
3096 Sixth Street
Hilton Beach, ON P0R 1G0

Otta.
Peter
Tonazzzo.

COPY

Re: Property Inquiry – 1131 Maki Road, Sault Ste. Marie

With regard to your recent inquiry about property located at 1131 Maki Road, the subject property is under our jurisdiction for Development, Interference with Wetlands and Alteration to Shorelines and Watercourses, Ontario Regulation 176/06 due to the sloped terrain and the stream running through the property.

As per your discussion with Frank Tesolin, Technical Advisor for the Sault Ste. Marie Region Conservation Authority, the property is developable with regard to O. Reg. 176/06 but a permit would be required prior to any work or development on the property. This includes but is not limited to excavation, construction or the development of a driveway.

It is recommended that as many of the trees as possible should be retained in order to maintain the stability of the slope located on the subject property and also to act as a noise buffer from the road nearby.

If you require any further information, please contact our office.

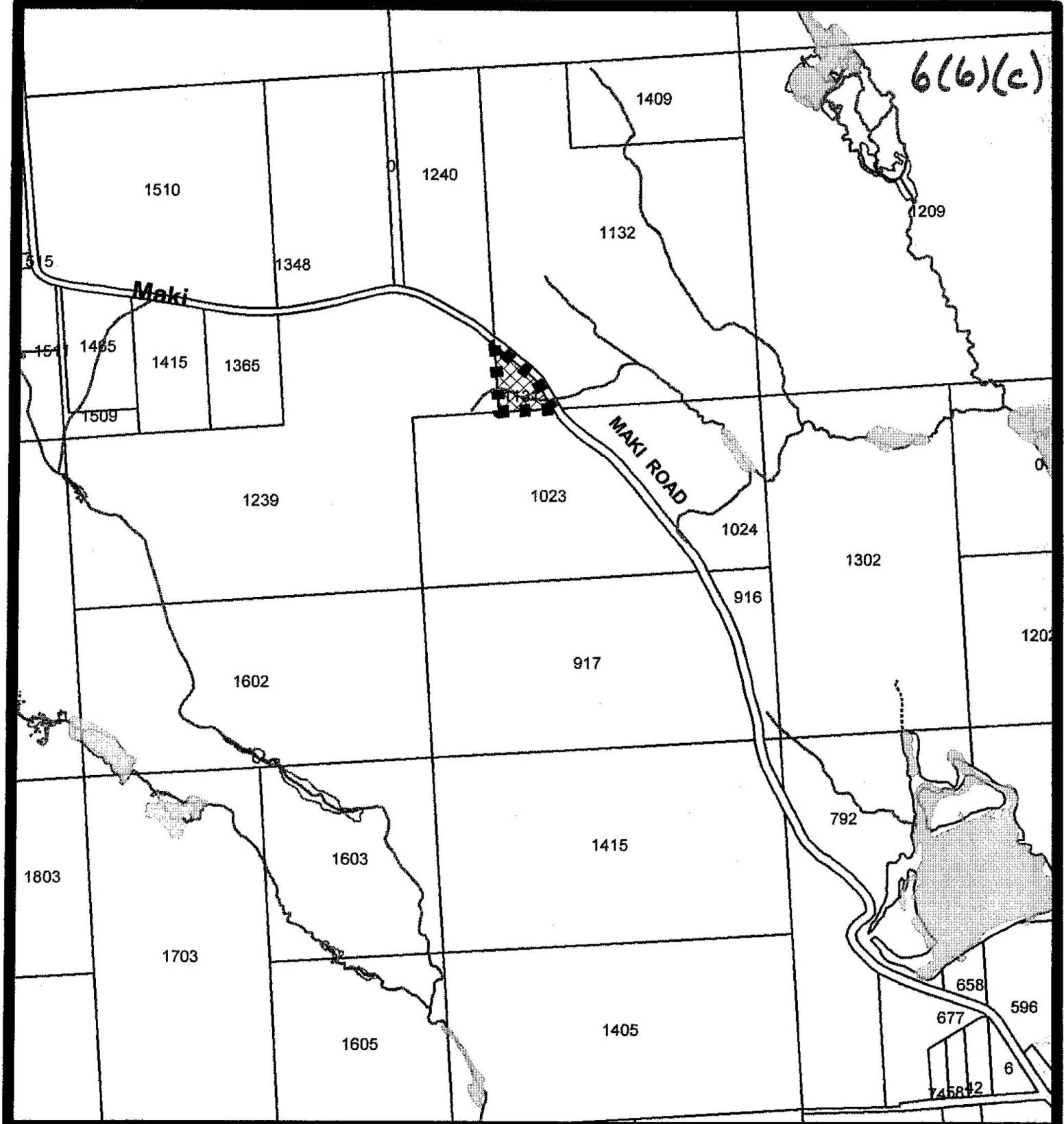
Sincerely,

C. Aasen

Christine Aasen,
Assistant Manager

File: Inquiry_1131 Maki Road_08May08.doc

6(6)(c)



SUBJECT PROPERTY MAP

APPLICATION A-20-08-Z-OP

1131 MAKI ROAD



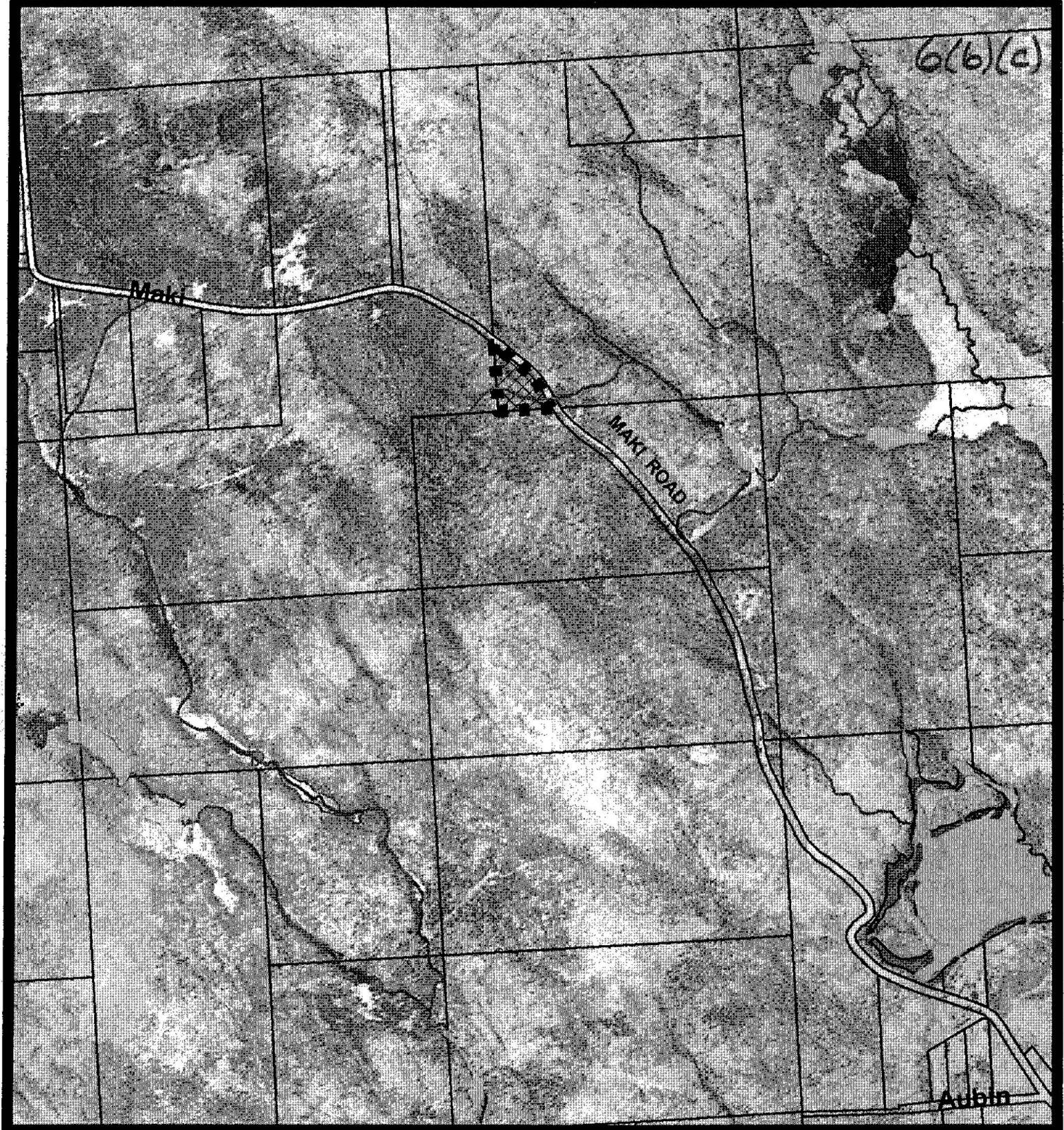
METRIC SCALE
1 : 12000



Subject Property - 1131 Maki Road

MAPS
501 & 2-56

6(6)(c)



2004 ORTHO PHOTO
APPLICATION A-20-08-Z-OP
1131 MAKI ROAD

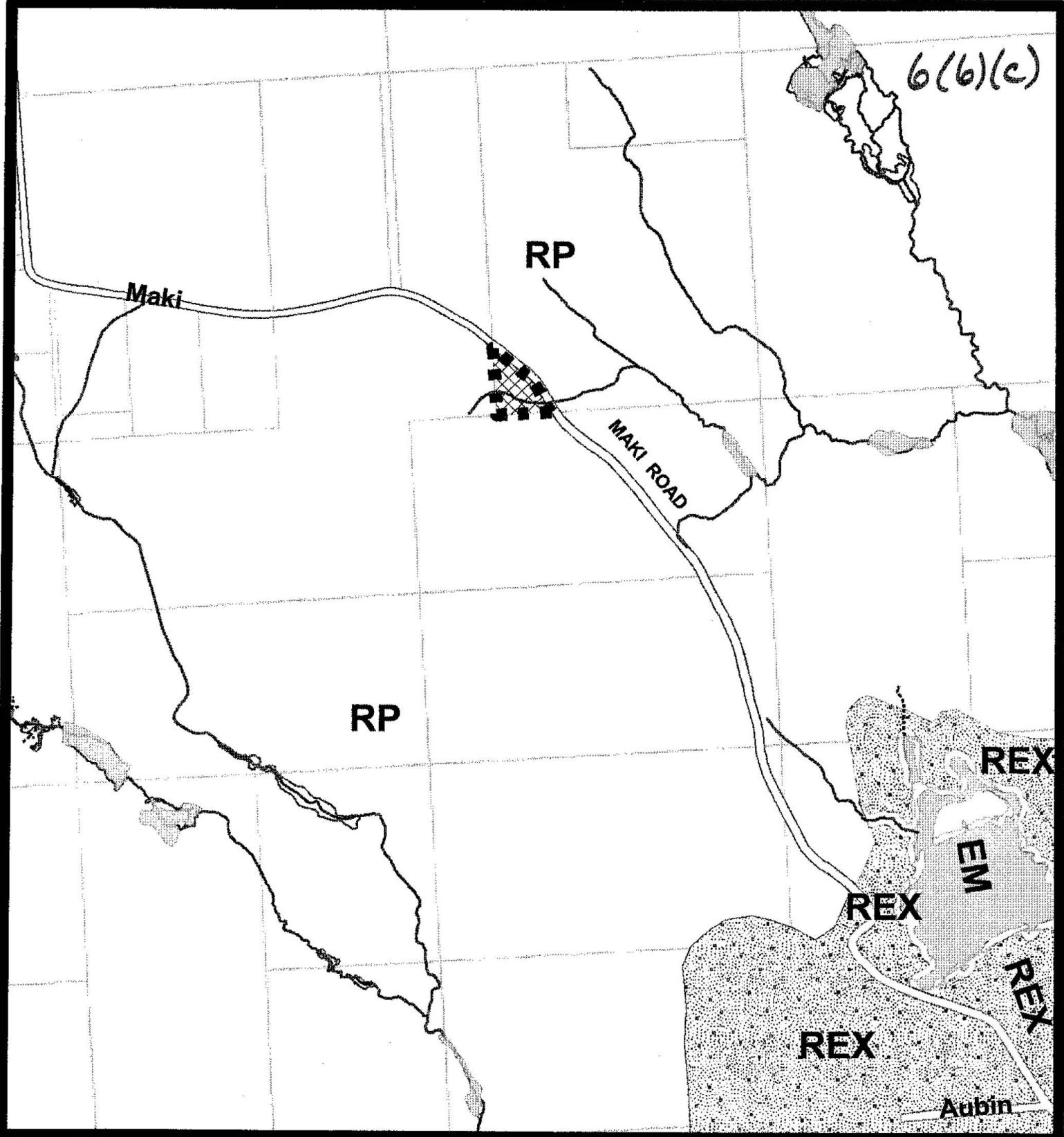


METRIC SCALE
1 : 12000

MAPS
501 & 2-56



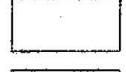
Subject Property - 1131 Maki Road



EXISTING ZONING MAP



Subject Property - 1131 Maki Road



RP - Rural Precambrian Uplands Zone



EM



REX - Rural Aggregate Extraction Zone

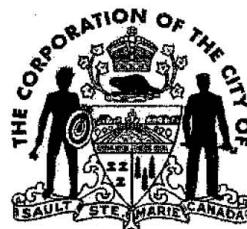
METRIC SCALE
1 : 12000

MAPS
501 & 2-56



APPLICATION
A-20-08-Z-OP

6(6)(d)



2008 08 18

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No.A-24-08-Z – filed by Palmer Construction Group Inc.

SUBJECT PROPERTY:

Location – Part of Lot 1, Plan 51145 St. Mary's Part 1 on Plan 1R-10404, located at the southeast intersection of Northern Avenue and Wilson Street. Civic No. 99 Northern Avenue East

Size – Approximately 46.7m (153.23') frontage x 68.7m (225.49') depth; 0.32 ha (0.79 acres)

Present Use – Vacant industrial building

Owner – Palmer Construction Group Inc.

REQUEST:

The applicant, Palmer Construction Group Inc., is requesting a rezoning by way of a Special Exception to the "C4" (General Commercial) zone, to permit office space, in excess of 300m² (3,229.29') to facilitate the construction of a 20m x 45m (66' x 148'); 900m² (9,687.83 sq. ft.) office building to accommodate Community Living Algoma

CONSULTATION:

Engineering – No comments

Building Division – See attached letter

Legal Department – No comment

CSD – No concerns

Fire Services – No objection

6(6)(d)

Comments

The applicant filed an application requesting approval of a rezoning to construct a 900m² (9,687 sq. ft.) office building to accommodate Community Living Algoma on the former George Stone & Son's property located at the southeast corner of Northern Avenue and Wilson Street.

Upon further review, it was determined that Community Living Algoma (CLA) is funded by the Ministry of Community and Social Services and as such, is a Provincial agency as defined by the Zoning By-law. Federal, Provincial and Municipal government offices are permitted uses within the General Commercial (C4) zoning on the subject property. Therefore no rezoning is required for the use.

The proposed site plan indicates that two variances to the building setback requirements will be required. Although the Committee of Adjustment normally considers variances of this type, City Council approval is being requested as public notice for this application has already been given.

The proposed building will renovate and expand the existing concrete block structure. The low profile one-story building design complements the residential character of Wilson Street and presents landscaped yards on both the Northern Avenue and Wilson Street frontage.

Reducing both the front yard setback from 7.5m (24.6') to 7.0m (23.0') and exterior side yard setback from 7.5m (24.6') to 4.7m (15.4') is recommended. Given that the applicant will be providing an additional 5.0m (16.4') of landscaping within the road allowance along Wilson Street, both variances are minor in nature.

Planning Director's Recommendation

That City Council approve a Special Exception to the General Commercial (C4) regulations to reduce the required front yard setback from 7.5m to 7.0m and the required exterior yard setback from 7.5m to 4.7m.

DM/pms

J. Fratesi
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

PUBLIC HEARING – 2008 08 18, Council Chambers, Civic Centre

Data\APPL\REPORT\24-08-Z.doc

6(6)(d)

Pat Schinners

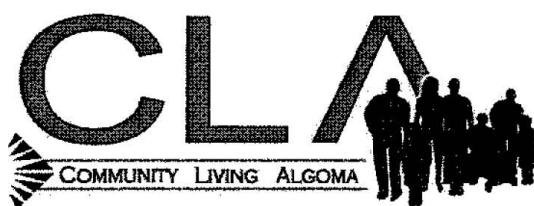
From: Don Maki
Sent: July 28, 2008 4:17 PM
To: Don McConnell; Pat Schinners
Subject: 99 Northern Ave East rezoning A-24-08-Z

Hi Don

Please be advised that the plan submitted has an exterior and front yard setback that would not comply to the zoning by-law. The review of our file has revealed numerous complaints regarding the former owners when the use of the property was a contractors yard. Since this use has relocated and only issue we had was tall grass on the property.

Don Maki CBCO
Chief Building Official
Building Division
Engineering and Planning
705-759-5399

6(6)(d)



421 Bay Street 3rd Floor
Sault Ste. Marie, Ontario
P6A 1X3
Tel. (705) 253-1700
Fax. (705) 253-1777
www.communitylivingalgoma.org

EAST OFFICE

Civic Centre, HWY 108
Elliot Lake, Ontario
P5A 2T1
Tel. (705) 848-2475
Fax. (705) 848-2520

NORTH OFFICES

Wawa, Ontario P0S 1K0
Tel. (705) 856-2423

Hallmark Centre Inn
200 Front Street
Hornepayne,
Ontario P0M 1Z0
Tel. (807) 868-3052
Fax. (807) 868-3052

Our Vision
"Join the Journey,
All People Belong"

Accredited
November 2005
by
Accreditation Ontario

MEMBER AGENCY OF:



Community Living Ontario



Ontario Agencies
Supporting Individuals
with Special Needs

July 3, 2008

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Dear Sir/ Madam:

I am forwarding this letter outlining why Community Living Algoma would like to be located at 99 Northern Avenue East.

Just to give you some background information, CLA approached Mr. Turco from the planning department several months ago with regards to the Northern Avenue property and at that time was told that the city's official plan was to have all business activity located in the down town area. With that information, Mr. Turco did assist us in trying to find property that would fit the following criteria as identified by our agency:

1. construct a new building – CLA has rented in several locations over the years and wish to own our own building
2. excellent visibility within the community
3. property able to fit a 10,000 square foot building and appropriate parking
4. project must be completed and ready to move in by November 2008

Several locations were short listed by the planning department but were not appropriate for several reasons including:

1. Identified sites were not currently for sale. CLA would have to approach the owner to see if they would be interested in selling and then determine a value.
2. One parcel of land would have to be severed from a larger piece and would require an appraisal to determine the value.
3. Some locations were not suitable in particular those properties closer to Gore Street.
4. One property would not allow for a new building and the appropriate number of parking spots for staff.

6(6)(d)

As well, our tendering process resulted in submissions that presented additional concerns for us including graffiti on walls and the need for security, parking scattered in several different locations and buildings that involved either extensive renovations or considerable cost to address environmental issues.

Due to the inability to find suitable property in the down town core, CLA is requesting that you support our application to be located on Northern Avenue. Not only does it meet all of the required criteria but the convenient location allows for more efficient dealings with Soogoma one of our programs located on White Oak Drive, as well as other social service organizations CLA works very closely with such as Algoma Family Services situated on McNabb Street and the Children's Aid Society also located on Northern Avenue. As well, the visibility is greatly enhanced on Northern Avenue and more central to all the families of the people we support.

If you require any additional information, please do no hesitate to call me at 253-1700 ext. 254. Thank you for your assistance.

Sincerely,



John Policicchio
Chief Executive Officer

6(6)(d)

PROPOSED SITE PLAN
COMMUNITY LIVING
ALCOHOL
98 NORTHERN AVE E

PROPOSED SITE PLAN

ALL DIMENSIONS ARE
APPROXIMATE AND ARE
SUBJECT TO FINAL DRAWINGS
BY ARCHITECT / ENGINEER

DRAWN BY: T. RAINONE
JUNE 7, 2008
REVISED JULY 4, 2008



NORTHERN AVENUE EAST

PROPERTY
LINE

WILSON STREET

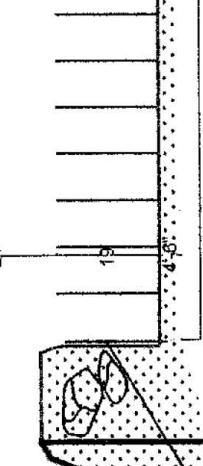
PROPERTY
LINE

TOTAL
ON-SITE
PARKING
EQUALS
50 SPACES

225.49'

PROPERTY
LINE

153.24'



SEARS
FURNITURE

H.C.

H.C.

H.C.

BUILDING

ADDITION

144.5'

16.5'

24'

19'

4.5'

71'

28'

19'

6

66.25'

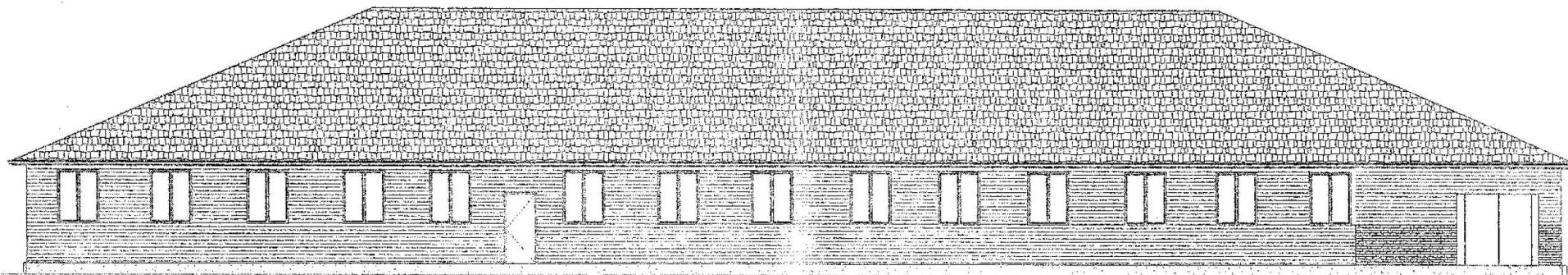
23.25'

16.25'

16.25'

16.25'

16.25'



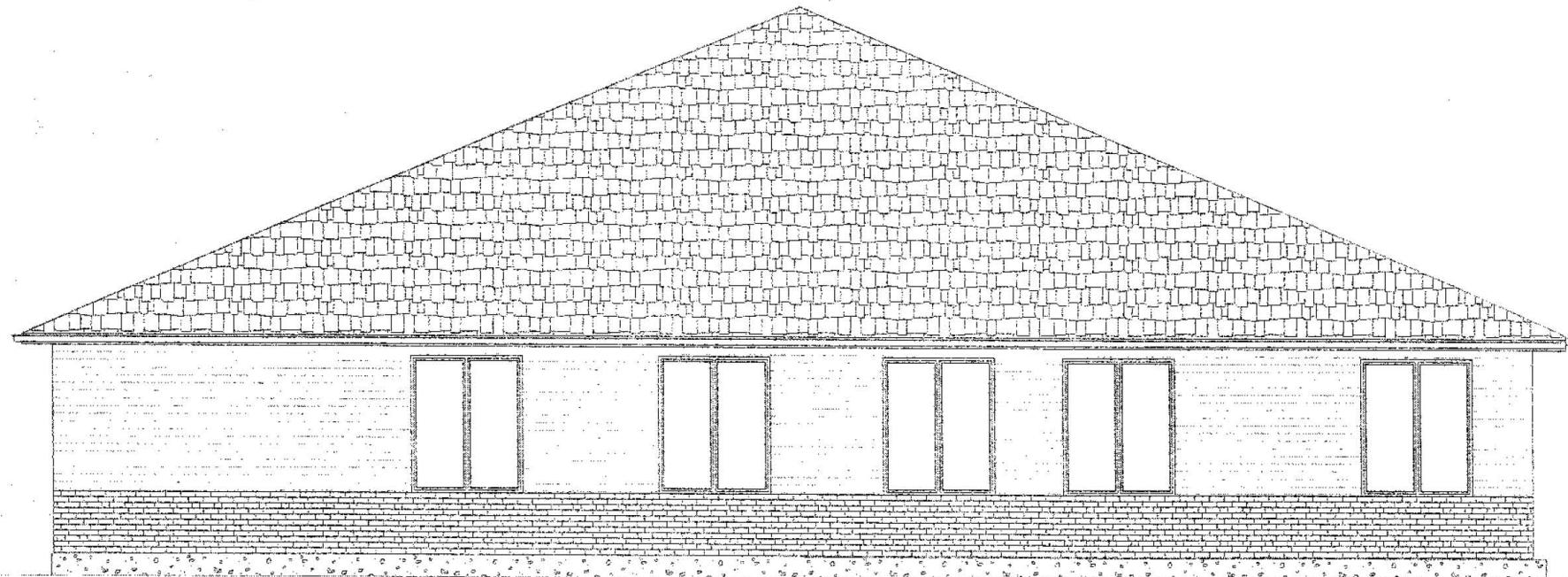
EAST ELEVATION

PROPOSED NEW OFFICE CONSTRUCTION
COMMUNITY LIVING ALGOMA
99 NORTHERN AVENUE EAST

DRAWN BY: T. RAINONE
JULY 3, 2008

PALMER
CONSTRUCTION GROUP INC.

(B7/979)



NORTH ELEVATION

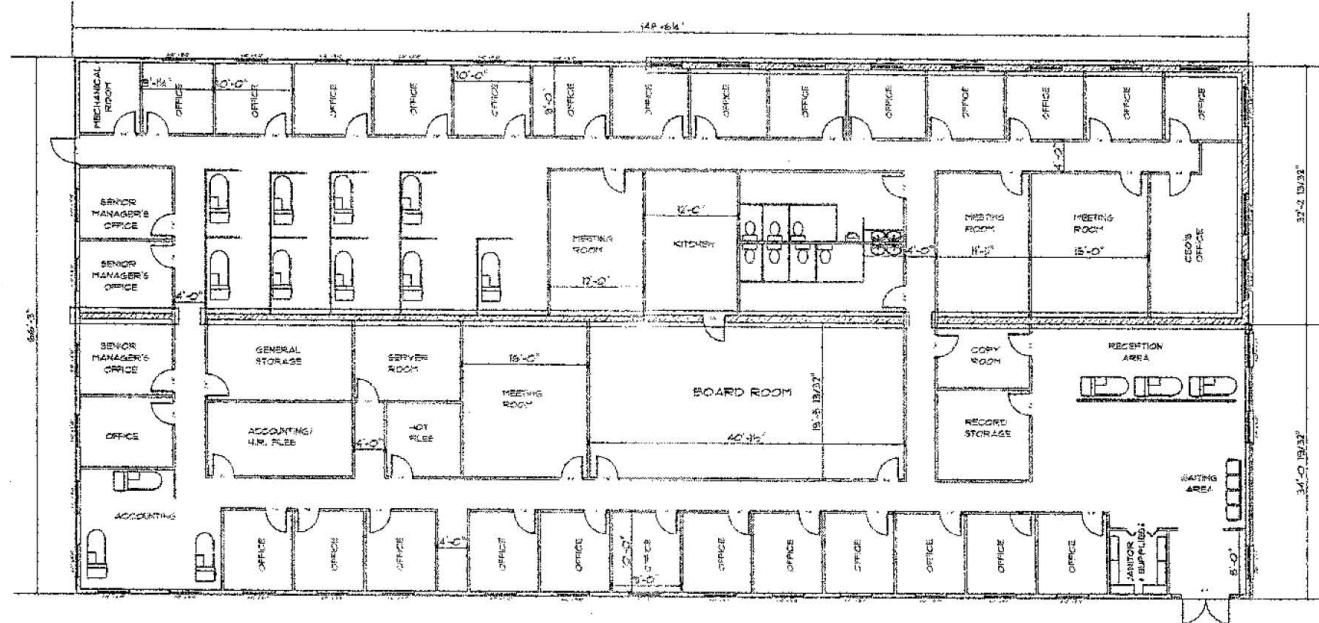
PROPOSED NEW OFFICE CONSTRUCTION
COMMUNITY LIVING ALGOMA
99 NORTHERN AVENUE EAST

DRAWN BY: T. RAINONE
JULY 3, 2008

PALMER
CONSTRUCTION GROUP INC.

6/26/08

WILSON STREET



COMMUNITY LIVING ALGOMA
99 NORTHERN AVENUE EAST
PROPOSED FLOOR PLAN

GENERAL DETAILS:
(3) OFFICES
(4) MEETING ROOMS
BOARD ROOM
(15) WORK STATIONS



DRAWN BY T. RAINONE
JUNE 1, 2008
Revised June 20, 2008

6/6/08
(P)(97)

(b)(d)



2004 ORTHO PHOTO

APPLICATION A-24-08-Z

99 NORTHERN AVENUE EAST



Metric Scale
1 : 3000

Maps
60 & 1-60



Subject Property - 99 Northern Ave E

6(6)(d)



SUBJECT PROPERTY MAP

APPLICATION A-24-08-Z

99 NORTHERN AVENUE EAST

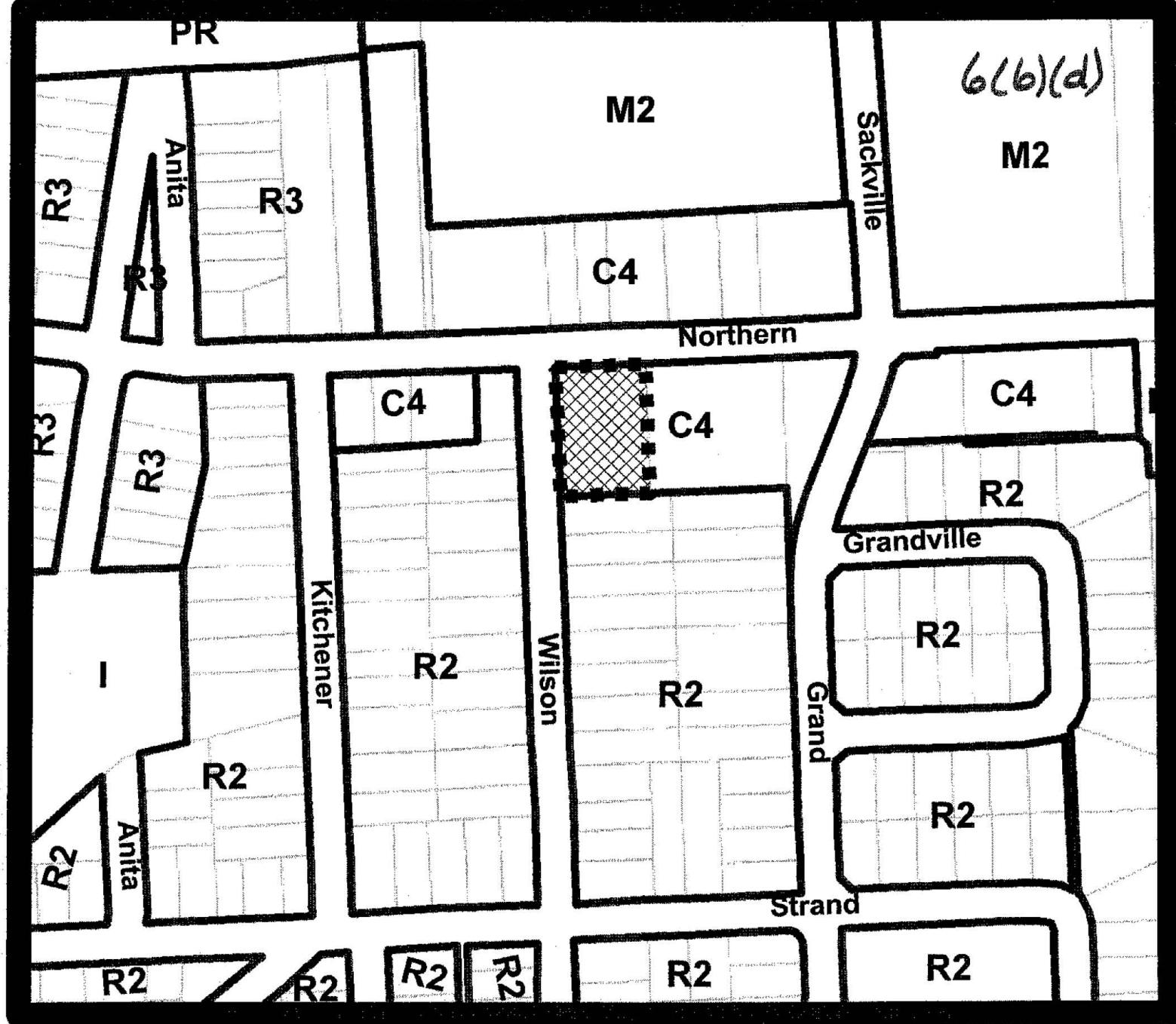


Metric Scale
1 : 3000

Maps
60 & 1-60



Subject Property - 99 Northern Avenue East



EXISTING ZONING MAP

APPLICATION A-24-08-Z

99 NORTHERN AVENUE EAST



Subject property - 99 Northern ave



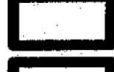
R2 - Single Detached Residential Zone



R3 - Low Density Residential Zone



C4 - General Commercial Zone



M2 - Medium Industrial Zone



PR - Parks and Recreation Zone



Metric Scale
1 : 3000

Maps
60 & 1-60

6(6)(d)

Donna Irving

From: Judy Biocchi on behalf of City Clerk
Sent: August 14, 2008 8:34 AM
To: Donna Irving
Subject: FW: APPLICATION NO. A-24-08-Z Lot located at the southeast intersection of Northern Avenue and Wilson Street

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

From: Derek Darou [mailto:derek.darou@sympatico.ca]
Sent: August 13, 2008 7:17 PM
To: John Rowswell; Lou Turco; Lorena Tridico; Pat Mick; Ozzie Grandinetti; Frank Fata; David Celetti; Terry Sheehan; Susan Myers; Steve Butland; James Caicco; Bryan Hayes
Cc: City Clerk
Subject: APPLICATION NO. A-24-08-Z Lot located at the southeast intersection of Northern Avenue and Wilson Street

Mayor and Councillors,

This letter is to notify you that we are opposed to the above amendment to Zoning By-law 2005-150 filed by Palmer Construction Group Inc.

It is not that we are opposed to the construction of a new CLA facility at this location, it is that we are opposed to an access/exit point on to Wilson St. Why is it that a facility that is commercial in essence have to have an entrance/exit on to a residential street when it will already be served by an entrance/exit off of Northern Avenue? When the Children's Aid Facility on the southwest corner of Northern Avenue and Reid St. was built, there is no entrance/exit on to Reid St., another residential street. Therefore we feel there is no difference between this facility and this proposed CLA facility.

Since most commercial facilities only have one entrance/exit (particularly on Northern Avenue), we the concerned residents living near this proposed facility feel that the status quo should prevail on this commercial facilities as well.

For your consideration,

Derek & Josephine Darou,
719 Wilson St.,
Sault Ste. Marie,
945-9920

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-152

AGREEMENT: (L.5.2.4) A by-law to authorize the execution of the Naming, Advertising and Sponsorship Agreement between the City and Essar Steel Algoma Inc.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Naming, Advertising and Sponsorship Agreement in the form of Schedule "A" hereto dated the 18th day of August, 2008 and made between the City and Essar Algoma Steel Inc.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 18th day of August, 2008.

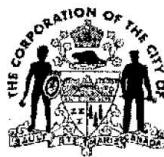
MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA IRVING

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



NAMING, ADVERTISING AND SPONSORSHIP AGREEMENT

THIS **NAMING, ADVERTISING AND SPONSORSHIP AGREEMENT** (the "Agreement") dated as of August 18, 2008, is entered into by and between

THE CORPORATION OF THE CITY OF SAULT STE MARIE
an incorporated city organized under the laws of the Province of Ontario
hereinafter referred to as "Owner"

- and -

ESSAR STEEL ALGOMA INC.
a corporation organized under the laws of Ontario
hereinafter referred to throughout this agreement as "Essar"

WITNESSETH:

WHEREAS Owner has developed and owns a multi-purpose indoor arena in Sault Ste Marie, Ontario (the "Arena") for the purpose of holding various public events and other attractions which may be scheduled therein; and

WHEREAS Owner has the right to designate the name of the Arena and to license such right to others (the "Naming Rights") and to sell and grant certain other sponsorship, promotional, advertising and similar rights and benefits associated with the Arena (the "Arena Advertising Rights"); and

WHEREAS Soo Greyhounds Hockey Inc., owner and operator of the Sault Ste. Marie Greyhounds (the "Hockey Team"), a member franchise of the Ontario Hockey League ("OHL"), is a tenant of the Arena (the "Hockey Tenant") and has granted Owner the right to sell and grant certain sponsorship, promotional, advertising and similar rights and benefits associated with the Hockey Team (collectively, "Hockey Advertising Rights"); and

WHEREAS Essar is engaged in the business of manufacturing steel products (the "Product Category") and desires to promote its business through an association with the Arena and the Hockey Team, and Owner is willing to grant to Essar Naming Rights, Arena Advertising Rights and Hockey Advertising Rights, all subject to the terms and conditions set forth herein; and

WHEREAS Essar and Owner entered into a letter agreement dated July 15, 2008 with respect to Naming Rights, Arena Advertising Rights and Hockey Advertising Rights, which letter agreement shall be superseded by this Agreement, upon execution and delivery hereof.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties hereby mutually agree as follows:

1. LICENSE OF NAME.

Owner hereby grants to Essar exclusively the Naming Rights during the Term (as defined hereinafter) on the conditions contained in this Agreement.

2. NAME OF ARENA: LOGO.

(a) Essar hereby names the Arena the "Essar Centre" (the "Arena Name"). The Owner approves of same. The Arena will continue to be so named for the Term of this Agreement, or until Essar renames the Arena in the manner and subject to the terms provided in this Agreement, or until this Agreement is terminated in the manner herein provided.

(b) Following the date hereof, Essar shall develop an Arena logo, which shall include the Arena Name ("Arena Logo"). The Arena Logo shall be attached to this Agreement as Schedule "A" hereto, which Schedule shall then be signed by the parties hereto.

3. TERM.

(a) This Agreement is effective and enforceable upon execution by the parties hereto. The term of this Agreement ("Term") shall commence on August 1, 2008 and shall expire on July 31, 2018. Each twelve (12) month period beginning on August 1, 2008 and ending on July 31, 2018, during the Term, is sometimes referred to herein as a "Contract Year".

(b) Provided that Essar is not in default hereunder, Essar shall have the exclusive right to negotiate for the purchase, upon expiration of the Term, of all of the rights (or similar rights) which are the subject of this Agreement collectively or each right individually, as set forth in this Section 3(b). In the event Essar desires to exercise such right, it shall so notify Owner in writing no later than the date which is twelve (12) months prior to the expiration of the Term. Within one (1) month after receipt of such notice, Owner shall send written notice to Essar setting forth its proposal regarding the terms and conditions of such agreement (including term, elements and costs). Owner shall thereafter negotiate with Essar, in good faith, up to the date which is six (6) months to the date of expiration of the Term with respect thereto. In the event that Essar and Owner do not reach agreement on the terms of an extension by such date, then Owner shall be free to negotiate with any third party(ies) in respect of all or any of the various rights and benefits granted in this agreement, and not already agreed to with Essar on such terms and conditions as Owner and such third party(ies) shall then agree. If the Owner and such third party(ies) so agree, Essar shall be granted right of first refusal meaning it will have the exclusive opportunity to match said agreement between the Owner and such third party(ies) within fourteen (14) days of notice of third party agreement and should it choose to so match, it shall have priority over said third party(ies) and therefore be granted an extension on such terms as previously agreed between the Owner and such third party(ies). In the event that Essar and Owner do not reach agreement or Essar chooses to waive its right of first refusal once Owner and such third party(ies) have reached agreement, this Agreement shall terminate upon expiration of the then-current Term.

4. ANNUAL FEE.

(a) As consideration for the various rights granted by Owner to Essar hereunder, Essar shall pay to Owner a lump sum fee of \$1,500,000 payable upon contract signing. ("Naming Rights Fee").

(b) Additionally, Essar, at their own expense will arrange for the manufacturing and installation of the main exterior sign comparable to the existing sign and estimated at forty thousand Canadian Dollars (CDN \$40,000), in either the same

location or a new location. Both the location and sign design require the approval of the Owner. In addition Essar will ensure the new sign is erected and installed to all applicable building codes.

(c) All Naming Rights Fee payments due hereunder, shall be made by Essar by wire transfer, cheque or bank draft, payable to Owner or its designate at its designated address, upon receipt of invoice no later than the dates set forth above. All sums quoted are net of any agency fees, commissions or the like that may be payable by Essar to its advertising and media agencies (if any) and any applicable taxes (if any). Essar's billing address is:

Essar Steel Algoma, Inc.
105 West Street
Sault Ste. Marie, Ontario Canada P6A 7B4

Attention: Mr. Armando Plastino, COO
Tel: 705-945-2501 Fax: 705-945-2203

(or such other address as Essar may designate in writing in accordance with Subsection 23(d)).

5. USE OF NAME.

During the Term hereof, Owner, when making reference to the Arena (including, without limitation, in its contracts, agreements, arrangements, writings, and communications pertaining to the Arena and to and with the Arena's Owners, Tenants [defined below], licensees and other users, the media and others), shall use the Arena Name and, where applicable, the Essar logo, trademark and/or service mark, to the extent it is incorporated into the Arena Name of the Arena Logo and as set out in Schedule A (collectively, the "Trademarks"), and shall require all parties contracting with Owner, including without limitation the Hockey Tenant and any other tenants leasing the Arena (the Hockey Tenants and other tenants of the Arena, if any, being herein referred to collectively as the "Tenants"), to refer to and designate the Arena as aforementioned. This required use and designation of the Arena Name and, where applicable, the Arena Logo, shall include, but not be limited to: Internet websites related to the Arena or referencing the Arena (if any), to the extent controlled by Owner or the Tenants; printed materials generated by or on behalf of Owner with reference to the Arena and its address; advertising by the Arena's users which refers to the Arena; all schedules and admission tickets issued by any Tenant or user for Arena events; and all public relations releases issued by or on behalf of Owner, or the Tenants; provided, however, that Owner shall not be responsible for any error or omission by third parties. Notwithstanding anything stated herein to the contrary, isolated, inadvertent omissions of the Arena Name by Owner or any other person in connection with the Arena shall not be deemed a violation of this Section.

6. TRADEMARKS; MERCHANDISING.

(a) Essar hereby grants to Owner, its Tenants and licensees and their respective agents, a non-exclusive, nontransferable license to use the Trademarks during the Term of this Agreement and subject to the terms and conditions hereinafter set forth in order to carry out Owner's obligations hereunder. Essar shall furnish Owner with pre-approved specimens of such Trademarks for use. Owner shall not deviate there from (or permit others controlled by Owner to deviate there from) without obtaining the prior approval of Essar. Any materials so submitted shall be deemed approved if not expressly rejected in writing within one week after they are submitted. The Owner expressly agrees that it has no right, title or interest in or to the Trademarks and that it shall not acquire any interest in the Trademarks. In the event that it does acquire any interest, the Owner agrees to execute such documents and take such steps as are necessary, at no cost to Essar, to transfer any such interest to Essar.

(b) Owner shall have the exclusive merchandising rights for all commercial marketing and merchandising of goods displaying or using the Arena Name or the Arena Logo (including any Trademarks) or image or both established under this Agreement (the "Merchandising Rights"). Owner may license or permit the commercial marketing or merchandising of the same by others; provided, however, that

- (i) No Competitor (as defined in Section 8 below) shall be a permitted licensee of the Merchandising Rights; and
- (ii) Owner shall require its licensees of the Merchandising Rights to be bound by the terms and conditions in this Agreement and to use the Arena Name and Arena Logo in a tasteful manner.

(c) Essar shall have the right to use the Arena Name or Arena Logo in its advertisements and/or promotions, but only for the limited purpose of publicizing Essar's sponsorship of the Arena in connection with Essar's own general marketing efforts.

7. SUITE AND USE OF THE ARENA DURING THE TERM.

(a) Owner shall reserve for Essar the exclusive use of a Luxury Suite in the Arena (the "Suite"); provided that Essar shall enter into the Luxury Suite License Agreement attached hereto as Schedule "B" (the "Suite License"), which Suite License contains the Arena's standard use terms, rules, regulations and conditions for luxury suites at the Arena.

(b) Despite the provisions in Schedule B (the "Suite Lease") the Owner shall have no right to sub-license the Suite for either Soo Greyhound Home Games or for events other than Soo Greyhound Home Games;

(c) Despite the provisions in Schedule "B" (the "Suite Lease") for Soo Greyhound Home Games:

- (i) Owner shall provide Essar with eight (8) Suite season tickets;
- (ii) Owner will also provide Essar with the opportunity to purchase at Essar's expense up to four (4) more Suite tickets and four (4) bowl tickets.

(d) Ancillary to Essar's use of the Suite, Owner will provide Essar with a total of two (2) V.I.P. parking passes for spaces in the designated luxury suite parking area for all events at the Arena, at no cost to Essar (which number is inclusive of any parking passes provided to Essar under the Suite License).

(e) Owner shall provide Essar two (2) event days per Contract Year and free of any rent, full use of the public areas of the Arena on mutually agreed dates and times, provided; however, that in each instance, Essar shall pay:

- (i) All amusement and other taxes assessed in connection with such use of the Arena facilities;
- (ii) For all food, beverages and other goods or services (including, without limitation, any audio-visual requirements) provided in connection with such use of the Arena facilities; and
- (iii) For all of Owner's additional direct costs incurred in connection with such use, including without limitation staffing costs and the cost of utilities.

8. SIGNS, ADVERTISING AND ADDITIONAL RIGHTS.

(a) Marquee. Owner may, at its election, design and expense, construct and

install one (1) freestanding outdoor electronic marquee (the "Marquee") for placement and display as the central marquee sign entrance to the Arena. The Marquee, if erected, shall include the Arena Name and Arena Logo prominently displayed during the Term and, among other things, promote current and future events at the Arena. Owner and Essar will consult with each other regarding the design and materials of the Marquee (and any replacement Marquee, if applicable), and the final determination of these matters shall be mutually agreed upon by the parties (subject, however, to any applicable limitations imposed by zoning ordinances and other applicable legal requirements). Subject to Section 15, after installation, the Marquee shall remain the property of Owner.

(b) Other Exterior Signage. During the Term, Owner shall prominently display the Arena Name on the following signs, each of which shall be subject to Essar's reasonable approval with respect to design and specifications:

- (i) Signs containing Arena Name will be displayed in locations mutually agreed to by Essar and Owner including but not limited to a sign containing Arena Name above the main entrance to the Arena; and
- (ii) Directional signs containing Arena Name, subject to Ministry of Transportation and/or other Governmental approvals.

(c) Interior Signage and Advertising. During the Term, Owner shall display the Arena Name or Essar advertising (as specified below) on interior advertising signs and elements and provide Essar with the following additional rights and benefits:

- (i) Arena scoreboard signs containing Arena Name (size and other specifications as mutually agreed to);
- (ii) Two (2) concourse signs for Essar (size and other specifications as mutually agreed to);
- (iii) One (1) sign for Essar located on the fascia of the inner bowl; and
- (iv) One (1) sign for Essar located in the end zone area - above the seating bowl (size and other specifications as mutually agreed to).

(d) Hockey Team Advertising. During the Term, Owner shall display (or cause to be displayed) the Arena Name or advertising for Essar (as specified below) on the following Hockey Team-related elements and provide Essar with the following additional rights and benefits:

- (i) Arena Name or Arena Logo to be featured at centre ice, subject to applicable League (defined in Subsection 11(a) below) rules and regulations and the provisions of this subsection, during home Hockey Team games (size and other specifications as mutually agreed to);
- (ii) Advertising for Essar to be displayed on two (2) ice rink boards, located in diagonally opposite corner positions, subject to applicable League rules and regulations, during home Hockey Team games (size and other specifications as mutually agreed to);
- (iii) Two (2) public address announcements for Essar per home Hockey Team game (size, duration of message and other specifications as mutually agreed to);
- (iv) Arena Name to appear on the cover of each issue of the season-long game-day magazine or similar publication of the Hockey Team, if published; and
- (v) Right to promote and advertise itself as a primary sponsor of the Hockey Team (or other similar designation pre-approved by Owner), in connection with Essar's promotional and sales activities and materials, subject to Owner's approval rights set forth in Subsection 20(a) below.

In the event that it is not possible to have the Arena Name appear on the Hockey Team ice surface in the Arena, the Owner, to the extent practical, shall display the Arena Name prominently on a sign which shall be placed in an area visible to, at Essar's option, either (A) most game attendees or (B) television coverage during normal coverage of the game. All Hockey Team-related advertising is subject to the constitution, by-laws, rules and regulations of the OHL.

(e) Miscellaneous Arena Name or Arena Logo Identification. During the Term, Owner shall have the Arena Name or Arena Logo identification included with all official Arena references, including all uniforms of Arena employees (ushers, concession and maintenance personnel), all tickets, passes, parking vouchers and the like for any public, ticketed event held at the Arena, printed concession menus, letterhead stationery, business cards, envelopes, greeting cards, news or press releases generated by Owner or its Tenants or licensees or their respective agents, press game notes (generated by Owner or its Tenants or licensees), announcements of coming events, printed event and Hockey Team schedules and other printed advertising or promotional brochures, banners, posters, merchandise or other materials of or relating to the Arena, and public address announcements for the Arena during Arena events; provided, however, that with respect to this clause, Owner may also allow the names or logos of other companies (other than Competitors as defined in Section 8 (above) to appear on such items.

(f) Signage Evolution. Essar and Owner acknowledge that signage and advertising opportunities in the Arena may evolve over the course of the Term, and the advertising and sponsorship elements described in this Section 8 may be changed by mutual agreement of the parties hereto.

9. LIMITATIONS ON RIGHTS.

(a) All rights not expressly granted to Essar herein are hereby reserved to Owner and the Arena's various present and future tenants and licensees from time-to-time. Essar hereby acknowledges and agrees that Owner has retained the sole and exclusive right to enter into signage and advertising commitments with other parties and cause additional signage and advertising to be displayed throughout and with respect to the Arena.

(b) Display and, if applicable, illumination of signage shall be limited to those events for which the Arena is open to the general public for a ticketed event, and illumination of signage shall further be limited to those events in which illumination is appropriate. Such display and illumination shall further be subject to any restrictions imposed by any third party event promoters.

10. SIGN AND ADVERTISING PRODUCTION; SIGN MAINTENANCE; SIGN REPLACEMENT.

(a) Excluding the exterior sign referenced in clause 4(b) All permanent signs and other permanent fabricated references or installations for the Arena Name, Arena Logo or Essar enumerated herein shall be initially produced, fabricated and installed at the sole cost and expense of Owner, provided that Essar shall be responsible for producing the creative for such signage and fabricated references. Except as otherwise contemplated by Section 11, no changes shall be made with respect to Arena Name or Arena Logo signage once it is installed without the mutual agreement of the parties.

- (i) In the event Essar directs that any advertising signage be changed or rotated/alternated with other Essar advertising during the Term, Essar shall be responsible for the production and fabrication thereof and for the actual installation/removal expenses incurred by Owner as a result thereof.
- (ii) In addition, if Essar desires that Owner store any of Essar's permanent

advertising signage during the Term, Owner shall store such signage in the Arena (provided that Owner has storage capacity), in exchange for Essar's paying a reasonable rental fee to Owner promptly upon receipt of Owner's invoice therefore. Owner shall not be responsible or have any liability whatsoever for any loss, damage or theft of such signage while stored by Owner except to the extent that the same is caused by the negligence of the Owner, and Essar shall be solely responsible for procuring the necessary coverage to insure against such loss, damage or theft as well as any loss or damage to any persons or the property of the Owner arising out of the storage of Essar's signage at the Arena.

- (b) (i) In the event Essar changes its name or logo or desires to replace the Marquee after its initial installation (to the extent permitted hereunder), Essar shall be responsible, at its cost, for the design and production of such replacement Marquee. Once installed, title to any replacement Marquee shall vest with Owner. Any such changes shall be subject to the reasonable approval of Owner and any applicable zoning or other legal requirements.
- (ii) With respect to all other advertising and promotions for Essar described herein (i.e. other than permanent signage described in Subsection 10(a) above), Essar shall furnish the associated advertising and promotional material at its cost and expense and be responsible for all production costs with respect to the advertising and promotional materials which are subjects of this Agreement.
- (iii) Owner and its agents shall have the absolute right to approve all signage and other advertising features which are to be furnished by Essar hereunder, which approval shall not be unreasonably withheld.

11. RENAMING.

(a) In the event Essar desires to rename the Arena, it shall do so only with the consent of Owner, which consent Owner may not be unreasonably withheld, noting it being in part the purpose of this Agreement to establish a long-term and continuous name for the Arena; provided, however, that, if the renaming occurs in connection with:

- (i) the merger of Essar into a third party, or
- (ii) the sale of all or substantially all of the stock or assets of Essar to a third party,

then Essar shall have the right to rename the Arena upon providing at least one hundred and eighty (180) days prior written notice to Owner (i.e. but without seeking Owner's consent), subject to the provisions of Section 14. Essar and Owner shall coordinate the timing of the name change to minimize the costs associated therewith; it being understood that Essar shall reimburse Owner for any out-of-pocket costs or expenses Owner incurs as a result of such name change (including without limitation the cost or expense of removing existing signage referencing the Arena Name or Arena Logo, designing and producing new signage (which shall be subject to the approval of Owner) and installing such new signage in or at the Arena).

(b) Notwithstanding anything stated herein to the contrary,

- (i) in no event may Essar rename the Arena more than once during the Term, and
- (ii) Essar will not have the right to rename the Arena if any of the transactions described in clause (i) or (ii) of subsection (a) above, in Owner's reasonable opinion, create or tend to create a negative connotation for, or impair, or tend to impair the good will of the Arena. If such an event happens, then Owner may, at its sole option, elect to

10(a)

terminate this Agreement upon giving prior written notice to Essar, with such termination to be effective as of the closing date of the above-referenced transaction. Upon any such termination, Owner shall, if applicable, provide Essar with a refund of any unearned portion of any Annual Fee paid, based on the date of such closing.

12. DESTRUCTION OF ARENA; CESSATION OR INTERRUPTION OF OPERATIONS; CLOSURE OF ARENA.

- (a) If the Arena is wholly or substantially destroyed or condemned, Owner will determine whether or not it will rebuild the Arena within one hundred and eighty (180) days, and Owner will promptly notify Essar of Owner's intention in writing. If Owner determines it will rebuild, then the Term shall be extended by an amount of time equal to the time that elapsed between the date of the last public ticketed event held at the Arena prior to its destruction and the date of the first public ticketed event held subsequent thereto. If Owner determines it will not rebuild the Arena then this Agreement shall terminate as of the date of the last public ticketed event, and, Owner shall refund to Essar any of the unearned portion of any Annual Fee paid, based on the termination date.
- (b) In addition, upon the cessation or material interruption of use or operation, for any other reason whatsoever or no reason (including but not limited due to a *force majeure* not described in Subsection 12(a) above, the Term of this Agreement shall be extended by an amount of time equal to the time that elapsed between the date of the last public ticketed event held at the Arena prior to the cessation or material interruption of operations and the date of the first public ticketed event held subsequent thereto.
- (c) The Owner retains the right, in its sole discretion, to permanently close or cease operations of the Arena. Any such closure or cessation of operations shall not be deemed a breach of this Agreement by Owner, but Owner shall, provide Essar with a refund of any unearned portion of any Annual Fee paid, based on the actual closing date of the Arena.

13. EFFECT OF EARLY TERMINATION.

Upon termination of this Agreement for any reason prior to the end of the Term, Owner shall, within ninety (90) days remove, at its discretion, either the signs bearing the Arena Name and Arena Logo, or remove the Arena Name and Arena Logo from the signs and use commercially best efforts to remove or replace all other references to the Arena Name and Arena Logo contained in all other official Arena materials and items as soon as practicable; and remove and either destroy or make available to Essar for pick-up all other Essar signage then displayed throughout the Arena. Upon termination and refund of any unearned portion of any Annual Fee paid, Owner will be free to rename the Arena. In addition, upon any such termination and refund, Essar will cease and desist from referring to the Arena by the Arena Name or using the Arena Logo or Hockey Team name or logo or including such reference in any marketing literature or campaign.

14. ASSIGNABILITY AND TRANSFERABILITY; SALE OF RIGHTS.

- (a) Except as otherwise provided in this Section 14, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by Essar or Owner, except by written agreement by both Essar and Owner.
- (b) Owner may assign this Agreement and/or its rights or duties hereunder, in whole or in part, for administrative, operational and/or financing purposes to another entity, with the consent of Essar. The parties agree that the assignee of Owner, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment.

- (i) The parties acknowledge and agree that Owner may delegate certain or all of its duties in connection with this Agreement.
- (ii) If, during the Term of this Agreement, the Owner sells, transfers or conveys the Owner's interest in the Arena (including its right to name the Arena), such sale, transfer or conveyance shall be subject to the rights of Essar as contained in this Agreement, and Owner shall provide as part of said transaction to a third-party transferee that the transferee assumes Owner's rights and obligations herein. Upon such transfer to a third-party transferee, Essar shall look to the transferee for performance of Owner's duties and obligations under this Agreement, and Owner will be fully and completely released from liability to Essar under this Agreement.
- (c) (i) Essar shall not assign or transfer this Agreement and/or its rights or duties hereunder (by operation of law or otherwise) without the prior written consent of Owner.
- (ii) Essar acknowledges and agrees that Essar does not have the right to sub-license any of its rights hereunder and, therefore, may not engage in any co-branding or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder without the prior written approval of Owner, which approval may not be unreasonably withheld.
- (d) Essar shall not solicit third parties with respect to the sale of any inventory provided to Essar hereunder without Owner's prior consent, which consent may not be unreasonably withheld.

15. CONFIDENTIALITY/NON-DISCLOSURE.

All information provided by Essar to the Owner shall be held, retained, disclosed and destroyed, as the case may be in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

16. REPRESENTATIONS AND WARRANTIES.

- (a) Owner hereby represents and warrants to Essar that the Owner is duly organized and validly existing as a municipal corporation under the laws of the Province of Ontario and has the requisite power and authority to own, lease and operate its assets and to carry on its activities as they are presently being, and as they continue to be, conducted.
- (b) Essar hereby represents and warrants to Owner as follows:
 - (i) Essar is duly organized and validly existing as a corporation under the laws of Ontario and has the requisite power and authority to own, lease and operate its assets and properties and to carry on its activities as they are presently being, and as they continue to be, conducted.
 - (ii) The execution, delivery and performance of this Agreement by Essar does not and will not:
 - (1) violate any provision of its organizational documents;
 - (2) violate, conflict with, or result in the breach of any of the terms of any contract, mortgage, bond, indenture or other instrument, obligation, contract or agreement to which Essar is a party;
 - (3) violate or conflict with any writ, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory agency or body by which Essar is bound; or
 - (4) violate or conflict with any statute, law, regulation, rule or ordinance by which Essar is bound.

10(a)

- (iii) Essar has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and perform the transactions and obligations contemplated herein.
- (iv) This Agreement has been duly executed and delivered and constitutes the legal, valid, and binding obligation of Essar, enforceable in accordance with its terms (assuming due execution, delivery and performance by or on behalf of Owner), subject, however, to general principles of equity and the rights of creditors generally.

17. TERMINATION UPON DEFAULT: REMEDIES.

A default shall be deemed to have occurred hereunder if:

- (a) (i) Essar defaults in the making of the payments required to be made by it under Section 4 hereof after Owner has given Essar at least thirty (30) days written notice under this Agreement and said thirty (30) days have elapsed and such payment is due and payable;
 - (ii) Owner or Essar defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement on its part to be performed, such default is of a kind which is curable or remediable within a sixty (60) day period, and such default continues for a period of sixty (60) days after service of written notice of default;
 - (iii) Owner or Essar defaults in the performance or observance of any other term, covenant, condition or provision of the Agreements, where cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a sixty (60)-day period, such default continues beyond the end of the 60-day period after the service of a notice of default, and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to do the work required or to complete such other action as is required to cure or remedy the default in question;
 - (iv) There shall be filed against Essar or Owner in any court pursuant to any statute either of Canada or any province, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of said party's property and within one hundred and twenty (120) days of such filing said party fails to secure a discharge of such petition or the dismissal of such proceedings, or said party files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors;
-
- (b) (i) Within a reasonable time after the occurrence of any default which is continuing, the non-defaulting party shall, if it so elects, have the right to terminate the Agreements upon giving the defaulting party notice of intention to terminate the Agreements and all rights of the defaulting party thereunder and, upon the effective date of such termination specified in such notice (which shall be not less than 10 days after the giving of such notice), the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.
 - (ii) In the event of a breach or a threatened breach by either party of any of the terms, covenants, conditions or provisions hereof, the non-breaching party shall have the right to apply for an injunction to restrain the same or invoke any other remedy allowed by law or in equity, including, without limitation, the right to money damages, as if

specific remedies, indemnity or reimbursement were not herein provided for.

- (iii) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be in exclusion of any of the others provided herein or by equity.

18. INDEMNIFICATION.

(a) Both the Owner and Essar agree to and hereby do indemnify, defend and hold harmless the other party and its shareholders, directors, officers, employees, and agents of and from any and all Losses resulting from:

- (i) Any breach or failure of performance of its obligations under this Agreement;
 - (ii) Any negligent act or omission in connection with its utilization of the Arena as contemplated by Section 7 above; and
 - (iii) The content and/or use of the advertising and/or other commercial material which Essar furnishes for use pursuant to this Agreement. The provisions of this Subsection 18(a) shall survive any termination of this Agreement.
- (b) In order to invoke this indemnity, the party seeking indemnification must:
- (i) Give the other party notice of the Loss giving rise to the liability as soon as reasonably practicable after becoming aware of the Loss or after receiving third party notice of the Loss, as the case may be (and in any event not more than thirty (30) days after any third party litigation is commenced asserting such claim); and
 - (ii) Cooperate with the other party in defending any third party claim, at the indemnifying party's expense.

19. INSURANCE.

(a) In connection with Essar's utilization of the Arena for various purposes, as contemplated by Section 7 above, Essar agrees to abide by any and all insurance requirements of the Arena made applicable to renters and other licensees of the Arena and that it will deliver a Certificate of Insurance or other suitable evidence of such coverage's to Owner upon request in connection with Essar's utilization of the Arena. The Owner requires the insurance for this purpose to be at least \$2 million of general comprehensive.

20. MISCELLANEOUS.

(a) Approval. With respect to the rights granted in Subsection 8(d)(v), (when utilizing the designation "primary sponsor of the Hockey Team" or otherwise using the trademarks of the Hockey Team, Essar shall limit such use to the Hockey Team's local territory, as defined by the League. Essar shall not use any Hockey Team trademark in connection with such advertising without first obtaining the prior written approval of an authorized representative of the Hockey Team in each instance.

(b) Governing Law; Jurisdiction. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario

contract.

(c) Entire Agreement. This Agreement and its schedules constitute the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, including without limitation that certain letter agreement dated July 15, 2008 between Essar and Owner, and all contemporaneous verbal communications, representations, agreements, promises or statements.

(d) Advance Ticket Option. Essar may request and may purchase, at its discretion, up to Fifty (50) tickets for events other than Soo Greyhound home games will be made available to Essar as mutually agreed to by the Owner and Essar. All such tickets are to be paid at the normal rate for such event tickets.

(e) Notices and Addresses. All notices required to be given under this Agreement shall be given by personal delivery or by certified or registered mail, or overnight mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given (1) when delivered by personal delivery; (2) three (3) days after deposited in the Canadian mails, postage prepaid; or (3) one (1) day after depositing, charges prepaid, with an overnight courier:

IF TO ESSAR:

Essar Steel Algoma, Inc.
105 West Street
Sault Ste. Marie, Ontario Canada P6A 7B4

Attention: Mr. Armando Plastino, COO
Tel: 705-945-2501 Fax: 705-945-2203
Email: Armando.Plastino@algoma.com

IF TO OWNER:

Mr. Nicholas J. Apostle
Commissioner, Community Services
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Tel: 705-759-5264
Fax: 705-759-6605

(f) Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(h) Headings Only for Reference. The titles of sections of this Agreement are for reference purposes only, and shall be of no binding effect.

(i) Status of Parties. Essar and Owner shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between Essar and Owner.

(j) Waiver. The waiver by either Essar or Owner of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement. In order to be binding, any waiver must be in writing and signed by the party against whom enforcement is sought.

10(a)

(k) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(l) Employee Status. It is understood and agreed that no agent, servant or employee of Essar or any of its agents or subcontractors shall be, under any circumstances, deemed an agent, servant or employee of Owner and that no agent, servant or employee of Owner or any of its agents or subcontractors shall be, under any circumstances, deemed an agent servant or employee of Essar.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ESSAR STEEL ALGOMA, INC.
Per:

Armando Plastino - COO

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE MARIE
Per:

John Rowswell - Mayor

Donna Irving - City Clerk

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10(a)

Schedule "A"
of the
Naming, Advertising and Sponsorship Agreement
between
The Corporation of the City of Sault Ste. Marie, Owner,
and ESSAR STEEL ALGOMA, INC.

Arena Logo
(to be attached)
[Trademarks]

ESSAR STEEL ALGOMA, INC.
Per:

Armando Plastino - COO

THE CORPORATION OF THE
CITY OF SAULT STE MARIE
Per:

John Rowswell - Mayor

Donna Irving - City Clerk

10(a)

**Schedule "B"
of the
Naming, Advertising and Sponsorship Agreement
between
The Corporation of the City of Sault Ste. Marie, Owner
and ESSAR STEEL ALGOMA, INC.**

Form of Luxury Suite License Agreement

SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE

LUXURY SUITE HOLDER LICENSE AGREEMENT

This Agreement made on the _____ day of _____, 200___.

BETWEEN:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called "THE CITY"**

-AND-

Hereinafter called the "Suite Holder"

WHEREAS the City is the owner of the Sault Ste. Marie Sports & Entertainment Centre (hereinafter referred to as the "Centre") to be located on Queen Street East, in the City of Sault Ste. Marie, Ontario.

AND WHEREAS the City has agreed to offer a license for the use of a suite ("Suite") at the Centre, to the Suite Holder for ten (10) years, commencing August 1st, 2008. The annual fee is included in the Naming Rights Sponsorship however all tickets are to be purchased by Essar.

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT OF LICENSE AND RELATIONSHIP

- 1.01 The City hereby grants an exclusive license to the Suite Holder to use the Suite, during the Original Term, in accordance with the terms and conditions and Schedules A, B and C of this Agreement.
- 1.02 The relationship between the City and the Suite Holder is solely that of a proprietor and a party licensed for the non-full-time use and occupation of the Suite and not one of Landlord and Tenant, and nothing contained herein shall confer on or vest in the Suite Holder any title, ownership interest or estate in the Suite, the Centre or the lands on which the Centre is constructed.

2. INCLUDED SERVICES

- 2.01 Except as otherwise provided during the Original Term, the City shall provide to the Suite Holder the following:

- a) Two (2) parking spaces in the Centre's west parking lot entrance, designated by the City at its sole discretion and which may be changed from time to time, to be used for Events;
 - b) Housekeeping services after the conclusion of each Event; and
 - c) All utility services to the Suite, including water, heat, air conditioning and electricity.
- 2.02 The ordinary and necessary maintenance and repair in the Suite to be provided by the City shall not include maintenance and repair work required as a result of the negligence or vandalism (as determined by the City) by the Suite Holder or any guest of the Suite Holder ("Suite Holder Guest"). The City will have such damage repaired and that expense will be paid by the Suite Holder within 30 days of being invoiced by the City. The Suite Holder shall not affix to any surface of the Suite any nails, tacks, tape, staples or similar fasteners, without the expressed written permission of the City.

3. FIXTURES, FURNISHINGS AND EQUIPMENT

- 3.01 At the expense of the City, each Suite will include the standard features outlined in Schedule B.
- The Suite Holder, at its cost, shall choose, purchase and install furniture and fixtures for the Suite that are quality products in good repair.
- 3.02 The City will provide a telephone line to the Suite. The Suite Holder will be responsible for contracting this directly with the telephone system provider and will be solely responsible for payments.
- 3.03 The Suite Holder shall not make any additions or alterations to the interior or exterior of the Suite or the furniture, fixtures and equipment without the express written permission of the City.

4. SUITE HOLDER PRIVILEGES

- 4.01 During the Original Term, upon presentation of an Event ticket showing Suite access, the Suite Holder or a Suite Holder Guest, as the case may be, will be allowed admittance to the Suite in accordance with the terms of this Agreement and specifically subject to rules and regulations attached hereto as Schedule C, or as amended from time to time by the City as provided to the Suite Holder.
- 4.02 The Suite Holder and its guests may access the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half (0.5) hour past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite cannot be used for overnight accommodation or residential or office purposes.
- 4.03 During the Original Term, the Suite Holder shall have the option of purchasing additional Event tickets for the Suite for which the City makes additional Event tickets available, provided however that the total number of tickets for the Suite issued or made available for each Event shall not exceed the maximum capacity of the Suite as determined by the Rules.
- 4.04 The number of occupants of the Suite shall not exceed the maximum capacity as determined by the Rules. No person shall be entitled to access and usage of the Suite without an Event ticket expressing Suite

access for a specified event.

- 4.05 The Suite Holder may, with advance notice and at its own expense, obtain the services of one or more attendants through the City to be present at any Event to serve guests exclusively in their Suite alone. This service is beyond the minimum level of service which will be provided whereby one attendant may service a limited number of suites. The Suite Holder shall be charged by the City for the services provided by any attendants at rates determined by the City and such charges shall be payable at the time the service is provided.
- 4.06 A full range of catering services shall be available to the Suite Holder as per the regulations outlined in Schedule "C", "Rules and Regulations."
- 4.07 The Suite Holder and any Suite Holder Guest shall be entitled to enter the Centre by the VIP entrance as designated by the City. The City reserves the right to change the entrance privileges at its discretion if deemed necessary for operational purposes.

5. LICENSE TERM

- 5.01 The term of this Agreement shall be for the term of the Naming Rights Agreement
- 5.02 The term of the Agreement, which provides for the exclusive use of the Suite Holder's Suite for all spectator events in the Centre will be for the number of years indicated on page 1 of this Agreement.

6. EVENT CONDITIONS

- 6.01 An Event (the "Event") is defined as any occasion when the Centre is open to the public subject to the purchase of a ticket to enter the Centre and where over 2,000 tickets have been or are anticipated to be sold.
- 6.02 The Suite Holder acknowledges and agrees that nothing contained herein shall constitute a representation, warranty, promise, covenant or guarantee by the City that a particular Event or any Events will be held or performed in the Centre during the Original Term and Additional Terms or at all.
- 6.03 The Suite Holder acknowledges that for certain non-Soo Greyhounds Events, the City may determine that the view from the Suite is obstructed due to the location of the stage and/or support equipment. In such cases, the City will use its best efforts to negotiate with the Event promoter the availability of alternate seating of the best quality available. During such an Event, the Suite Holder will still have the right to use the Suite for social purposes before, during and after the Event, subject to the limitations set forth in Section 4.02.

7. RIGHT OF ENTRY

- 7.01 The City and its employees and any manager or employees of the manager designated by the City shall have the continued right to enter the Suite at any and all times including, without limitation, for any purpose set forth in the Rules.
- 7.02 The Suite Holder shall not change the locks to the Suite or attempt to restrict access to the Suite by the City in any way.

8. EJECTION

- 8.01 The City and its employees and any manager and employees of the manager designated by the City reserve the right to eject from the Centre the Suite Holder or any Suite Holder Guest who, in the opinion of the City and its employees and any manager or employees of the manager designated by the City, is conducting themselves in an objectionable manner, and the Suite Holder hereby waives any and all claims for damages, liability or expense arising from the exercise of such right and the Suite Holder shall indemnify the City and its employees and the manager or employees of the manager designated by the City from and against any cost or damages arising from the exercise of such right. Such indemnification for any act or omission as shall occur during the Original Term of this Agreement and shall survive the termination of this Agreement.

9. FORCE MAJEURE

- 9.01 The City shall not be responsible to the Suite Holder to refund the License Fee or any part thereof or perform any term or condition of this Agreement if such performance is prevented by anything beyond the reasonable control of the City, whether caused by reason of strike, lockout or other labour dispute, civil violence, inability to procure materials, failure of electricity or other utilities, restrictive governmental laws or regulations enacted subsequent to the date of this Agreement, riots, insurrection, wars, acts of God, inclement weather or otherwise.

10. TERMINATION

- 10.01 In the event that the Suite Holder shall breach any terms or conditions of this Agreement in addition, to any other legal rights the City may have, the Suite Holder shall have 30 days to cure the breach after receiving written notice from the City, failing which the City may immediately terminate the license hereunder and retain all amounts paid by the Suite Holder to the City as liquidated damages as a genuine pre-estimate of the Centre damages or on account of the Centre damages without prejudice to any other rights and remedies which the City may have at law or in equity, as the City may elect.

11. WAIVER INDEMNIFICATION AND DAMAGE

- 11.01 Neither the City, its officers, partners, agents or employees, nor any manager designated by it shall be responsible for any loss, damage or any injury to any person or to any of the property of the Suite Holder or any Suite Holder Guest resulting from any cause whatsoever, not limited to theft or vandalism, unless due to the wilful misconduct of the City or its designated manager.

- 11.02 The Suite Holder shall indemnify and hold harmless the City and its designated manager and its respective officers, partners, agents and employees, from and against any cost, damage, claim, liability or expense arising from any injury or damage to the Centre, the Suite, the Suite Holder and any Suite Holder Guest where the injury or damage arises from any cause whatsoever, unless due to wilful misconduct of the City or its designated manager. Such indemnification for any act or omission as shall occur during the Original Term of this Agreement and shall survive the termination of this Agreement.

10(a)

11.03 If during any License year the Suite shall be destroyed or damaged so as to become unusable and the City elects to restore the Suite or to repair the damage, this Agreement shall remain in full force and effect and the City shall refund to the Suite Holder the portion of the License Fee which is equivalent to the portion of License Year that the Suite is unusable, provided however that no portion of the License Fee shall be refunded to the Suite Holder if the destruction or damage was caused by the Suite Holder or any Suite Holder Guest. If the City does not elect to restore or repair the Suite, this Agreement shall then terminate and the City shall, unless a reasonably comparable Suite is made available, refund to the Suite Holder the portion of the Fee which is equivalent to the remaining portion of the License Year, after deducting any amounts owed by the Suite Holder to the City.

12. **INSURANCE**

12.01 The Suite Holder, at the expense of the Suite Holder, must maintain and keep in effect with an insurance company acceptable to the City, the insurance hereinafter specified and shall provide the City with a certificate of insurance at least ten days prior to September 1st, 2006 and keep current. The Suite Holder shall insure the Suite Holder's personal property in the Suite and carry Comprehensive General Liability Insurance including personal injury liability, property damage and contractual liability coverage with respect to the Suite and the Suite Holder's occupation and use thereof, with a minimum limit of at least \$2,000,000.00 (Two Million Dollars) inclusive per occurrence. The terms of the insurance coverage shall

- a) Provide that the insurance coverage is only cancellable or subject to material change after 30 days written notice to the City;
- b) Provide that the insurance coverage shall remain in full force and effect notwithstanding that the insured has waived the right of action against any party prior to the occurrence of a loss.
- c) Name the City as an additional insured.

13. **ASSIGNMENT AND SUB-LICENSING**

13.01 Subject to 4.08, the Suite Holder shall not assign this Agreement or any of the Suite Holder's rights hereunder, including without limitation the Suite Holder's right to use the Suite during an Event without the consent of the City, such consent not to be unreasonably withheld.

13.02 The Suite Holder is prohibited from advertising an offer to sub-license the Suite.

13.03 The sale or assignment of the use of the Suite to a third party for one or more Events, which practice is commonly known as "scalping", for money, goods, services or any other consideration is strictly prohibited except as provided by section 4.08 and shall constitute a breach of this Agreement giving the City the right to terminate this Agreement pursuant to section 10.01.

13.04 The City shall be entitled to pledge or assign or grant a security interest in its rights in the Suite and under this Agreement including any revenues or other benefits receivable by the City hereunder, to any person, without the consent of the Suite Holder.

14. **REGISTRATION OF LICENSE AGREEMENT**

14.01 The Suite Holder shall not register this Agreement or any notice

relating to this Agreement on the title to the lands on which the Centre is constructed.

15. **NOTICES**

15.01 Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party according to the terms of this Agreement, may be served personally or may be served by registered mail and, in such case, shall be deemed to have been served on the date of personal service or on the second business day following the date of mailing thereof. Until and unless changed by notice in writing served as herein provided, the address for notice to the Suite Holder shall be the address specified in Schedule "A" and the address for notice to the City shall be The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5N1.

16. **GOVERNING LAW**

16.01 This Agreement has been executed in and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

17. **COMPLIANCE WITH LAWS**

17.01 The Suite Holder shall in all respects abide by and comply with all statutes, rules, regulations and by-laws of lawful authorities in any manner whatsoever affecting the Suite or in the exercise in any manner of the rights arising under this Agreement.

18. **SEVERABILITY**

18.01 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

19. **TIME**

19.01 Time shall, in every respect, be of the essence of this Agreement.

20. **MISCELLANEOUS**

20.01 The personal information collected with regard to the purchase of Soo Greyhound Tickets and the Luxury Suite Holder Agreement is collected by the City of Sault Ste. Marie and the Soo Greyhounds Hockey Club to administer your account and for related marketing and sales purposes.

20.02 Anything which, in this Agreement, is made conditional upon the prior consent of the City, written or otherwise, shall not be undertaken until that consent is first had and received, and the City may grant or withhold such consent arbitrarily unless otherwise stated.

20.03 Anything which, in this Agreement, is to be determined or set by the

10(a)

City shall be determined or set by the City, as the case may be, at the City's sole discretion.

21. **ENTIRE AGREEMENT**

21.01 This Agreement contains all of the agreements of the City and the Suite Holder with respect to the subject matter hereof and no amendment or modification to this Agreement, including verbal agreements with employees or officers of the City, shall be effective unless same shall be evidenced in writing and executed by both the City and the Suite Holder.

21.02 The Suite Holder agrees to be bound by and to comply with the Rules, as amended, added to or deleted from time to time by the City, and hereby takes notice of paragraph 23 of the Rules which entitles the City to delete, add to or amend any or all of the Rules at its sole discretion.

22. **AGREEMENT BINDING**

22.01 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns. In the event the Suite Holder is a corporation, partnership or other legal entity other than a natural person, then the person signing on behalf of such entity warrants to the City that for and on behalf of such entity and as its act and deed, he/she executed this Agreement after first having been duly authorized by such entity to do so.

IN WITNESS WHEREOF, the City and the Suite Holder have caused this Agreement to be executed by their duly authorized representatives as of the last date.

Name of Entity to be Licensee

Signature of Authorized Representative

Name & Title of Authorized Representatives

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

Norm Fera, Manager - Community Centre
Authorized Representative for the City

10(a)

SCHEDULE "A"
to the
SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE
LUXURY SUITE HOLDER LICENSE AGREEMENT

SUITE ALLOCATION AND FEE

Suite Number: Six (6)
Original Term (Years): Ten (10) years
License Fee (Year 1 of Term): Fee included in Naming Rights Agreement

Suite Holder:

10(a)

SCHEDULE "B"
to the
SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE
LUXURY SUITE HOLDER LICENSE AGREEMENT

FIXTURES, FURNISHINGS AND EQUIPMENT

STANDARD FEATURES

- Wet bar servery / buffet-style millwork
- Suite beverage fridge
- Paint on walls
- Outlets including electrical, telephone, fax and cable T.V.
- Carpeting
- Upholstered stadium seats, upholstered bar stools
- Coat closet
- Full design and construction of above standard features

The above finishes, furnishings and equipment shall remain the property of the City upon the termination of this Agreement (for whatever reason) or expiration of the Original Term.

10(a)

SCHEDULE "C"
to the
SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE
LUXURY SUITE HOLDER LICENSE AGREEMENT

RULES AND REGULATIONS

1. The Suite Holder may, supply and furnish the interior of the Suite with articles of appointment, such as chairs, sofa, tables, televisions, pictures, plants or insignia/logos, reasonable in size and in accordance with professional and commercial standards, with the prior written consent of the City. Any such articles of appointment shall be supplied and furnished and other minor additions or alterations to the Suite shall be made at the Suite Holder's expense and shall be free of any liens or encumbrances, in a good workmanlike manner, and in compliance with all applicable permits, authorization, building and zoning laws, ordinance, orders, rules, regulations and requirements of all governmental authorities having appropriate jurisdiction. Any furniture, fixtures and equipment or materials incorporated in or attached to the Suite by the Suite Holder shall become the property of the City unless the Suite Holder shall have obtained the written approval of the City to remove same prior to the expiration of the Original Term, and, if so removed, the Suite Holder, at the Suite Holder's expense, shall repair and restore the Suite to its condition as of the commencement of this license.
2. The Suite Holder shall not sell any food or alcoholic beverages whatsoever in the Suite. Any alcoholic beverages or food consumed in the Suite shall be obtained from the Centre, or a concessionaire designated by the City. The Suite Holder shall pay all bills in accordance with the City's payment policy for food, beverages and services furnished, sold or rendered to the Suite Holder or any Suite Holder Guest in connection with the use of the Suite. The City shall monitor all food and beverage menus and will ensure that fair and equitable pricing that is similar to a quality hotel in the Sault Ste. Marie area is being practiced.
3. The Suite has been declared a smoke-free facility by the City. As such, smoking is not permitted in the Suite by any occupant of the Suite.
4. The Suite Holder and any Suite Holder Guest shall at all times maintain proper decorum while using the Suite and shall not attach, hang or display any signs, banners, advertisements or notices in or around the Suite without the prior written consent of the City. Notwithstanding such consent, the Suite Holder shall remove forthwith any such signs, banners, advertisements or notices at the request of the City.
5. Certain Events may prohibit the use of movie cameras or video tape or audio recording equipment. The City and its employees and agents reserve the right to restrict the use of such equipment.
6. The Suite Holder and any Suite Holder Guest shall, while in the Suite or within the Centre or on its grounds, comply with all federal, provincial and local laws, rules and regulations governing the sale, possession and consumption of alcoholic beverages. The Suite Holder, whether present or not within the Suite, the Centre or on its ground, shall be responsible for controlling any Suite Holder Guest in this regard.
7. At the expiration of the term of this Agreement, the Suite Holder shall return the Suite to the City, clean and without damage, reasonable wear and tear excepted. Any damages shall be reported immediately to the City.
8. The public sale by the Suite Holder of any Suite tickets or Event passes issued or sold to the Suite Holder pursuant to this Agreement is strictly prohibited.

9. The Suite Holder may not offer use of the Suite in connection with a public promotional plan without the prior written consent of the City and such requests will not be unreasonably withheld.
10. The City may from time to time adopt appropriate systems and procedures for the security or safety of the Centre, any persons occupying, using or entering the Centre or any equipment, furnishings or contents thereof, and the Suite Holder shall comply with the City's reasonable requirements relating thereto.
11. Upon presentation of a Suite ticket or an Event pass for the Suite by the Suite Holder or a Suite Holder Guest, the Suite Holder or the Suite Holder Guest, as the case may be, shall be entitled access to and usage of the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half hour (0.5) past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite shall not be used for overnight accommodation or residential or office purposes.
12. At the end of the Original Term or upon earlier termination of this Agreement pursuant to the terms hereof, the Suite Holder shall promptly return to the City all keys, access devices, parking passes, Suite passes, Play-off Passes, and Event Passes or any other such items issued to the Suite Holder pursuant to the Agreement.
13. The City and its employees and agents shall have the continued right to enter the Suite at any and all times for:
 - a) The performance of the duties required to be performed by the City under this Agreement and for any and all purposes related to this Agreement;
 - b) To investigate any violation of the provisions of this Agreement, the Rules or any applicable governmental laws and regulations; and
 - c) Generally, to inspect the Suite and its condition.
14. Repairs, maintenance, alterations or improvements to the Suite may only be conducted by the City. The Suite Holder may request such work to be done and, if approved by the City, the City will carry out such work in a manner which will not interfere with the use and enjoyment of other Suites within the Centre. Cost for such work shall be negotiated.
15. The Suite Holder shall obtain the City's prior written consent before moving furniture and equipment into or out of the Suite and shall ensure that such furniture and equipment being moved into or out of the Suite is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the City and the Suite Holder shall bring to the City's attention any damage to the Centre caused thereby. Should the Suite Holder not report such damage, the City will perform such repairs at its option and at the expense of the Suite Holder.
16. The Suite Holder and any Suite Holder Guest shall place all refuse and garbage in proper receptacles and shall keep all corridors, stairwells, ducts and shafts in and around the Suite free of all garbage and refuse.
17. The Suite Holder and any Suite Holder Guest shall conduct themselves in a manner which is in accordance with all laws and City by-laws and in addition ensuring the "holder and guests" do not impair the use and enjoyment of the Centre by others or the operations of the Centre.
18. Housekeeping services shall be provided by the City following each Event, provided however that such housekeeping services shall not include the

10(a)

steam cleaning of the carpets in the Suites. The City may provide additional housekeeping services, including carpet cleaning at its sole discretion, at the request of the Suite Holder. If it is deemed that some extra housekeeping is required, an additional housekeeping charge shall be added to the Suite Holder's bill.

19. The maximum capacity of each Suite shall be 10 people respectively and is subject to change based on fire code and other applicable by-laws and governmental regulations.
20. The Suite shall not be used for overnight accommodation or residential purposes.
21. The Suite Holder shall give prompt notice to the City of any accident or any defect in the utility services provided to the Suite.
22. No flammable, dangerous or explosive material shall be kept in the Suite.
23. The City shall have the right to delete, add to or amend any or all of the Rules as the City deems desirable at its sole discretion for the safety, care and cleanliness of the Centre and the preservation of good order within the Centre and same shall be kept and observed by the Suite Holder Guest. The City may from time to time waive any of the Rules as applied to the Suite Holder, subject to 21.01. The City is not liable to the Suite Holder for any breach of the Rules by other Suite Holders.

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2008-153

AGREEMENT: (L.5.7) A by-law to authorize the execution of a Letter of Agreement between the City and the Ontario Minister of Transportation for funding under the Ontario Bus Replacement Program.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 18th day of August, 2008 between the City and the Ontario Minister of Transportation for funding under the Ontario Bus Replacement Program.

2. **SCHEDULE "A"**

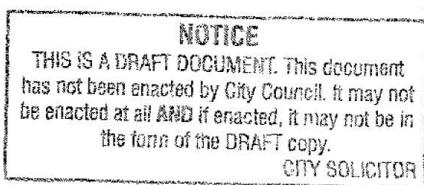
Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 18th day of August, 2008.

MAYOR – JOHN ROWSWELL



CITY CLERK – DONNA IRVING

SCHEDULE "A"

10(b)

Ministry of
Transportation

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

Ministère des
Transports

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



Ontario

AUG 06 2008

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

Dear Mayor Rowswell:

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Sault Ste. Marie (the "Municipality") Related to Funding Provided to the Municipality under the Ontario Bus Replacement Program (this "Letter of Agreement")

This Letter of Agreement is in response to the application received from the Municipality for funding under the Ontario Bus Replacement Program (the "OBRP").

The Ministry has now completed its review of the application and wishes, subject to the terms and conditions set out below, to provide the Municipality with funding for the replacement of ageing transit buses in support of strong communities, increased public transportation reliability, reduction of operating municipal costs, and investment in the renewal of transportation systems.

Funding from the Ministry to the Municipality under the OBRP (the "OBRP funding") will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the Ontario Bus Replacement Program (OBRP)-2008 Guidelines and Requirements (the "Guidelines and Requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the Guidelines and Requirements, which the Municipality has reviewed and understands and which are hereby incorporated by reference, and other good and valuable consideration (the receipt of which is hereby acknowledged), the Ministry and the Municipality covenant and agree as follows:

1. In accordance with and subject to the terms and conditions set out in this Letter of Agreement and the Guidelines and Requirements, the Ministry agrees to provide OBRP funding to the Municipality up to, unless the Ministry otherwise agrees upon in writing, a maximum amount of \$166,500.
2. The OBRP funding to be provided under section 1 is subject to the Municipality having provided the Ministry with the required number of copies of this Letter of Agreement signed by the Municipality, copies of the authorizing municipal by-law and certified copy of a binding agreement between the Municipality or a transit operator, as applicable, and a manufacturer of transit buses for the purchase of such transit buses to be delivered in 2008 and, where applicable, a binding operating agreement between the Municipality and a transit operator.
3. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the sole discretion of the Ministry, to adjustment for consistency with the agreements described in Section 2, and any other adjustments as set out in the Guidelines and Requirements, including those related to annual appropriations of funds by the Legislative Assembly of Ontario.
4. Unless terminated earlier in accordance with the terms and conditions set out in this Letter of Agreement or extended at the Ministry's option and with the consent of the Municipality, the term of this Letter of Agreement shall commence on the effective date, which shall be the last date it is signed by one of the representatives from the Municipality, and shall expire on March 31, 2009.
5. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may: a) cancel all further OBRP funding payments; b) demand repayment of any OBRP funds, including any related interest, remaining in the possession or under the control of the Municipality; and c) determine the Municipality's reasonable costs to terminate any binding agreement between the Municipality or a transit operator and a manufacturer of transit buses acquired under the OBRP, and permit the Municipality to offset these costs against the OBRP funds remaining in the possession or under the control of the Municipality.
6. If the Legislature fails to appropriate sufficient funds for the OBRP, the Ministry, in addition to any adjustments it may make under section 3, may terminate this Letter of Agreement immediately by giving notice to the Municipality. In such instance, the Ministry shall have the same rights as those set out in paragraphs 5 a, b and c.
7. This Letter of Agreement constitutes the entire Agreement between the Ministry and the Municipality with respect to the subject matter contained in this Letter of Agreement, and supersedes all prior oral or written representations and agreements.
8. Any changes to this letter of agreement shall be by written amendment signed by the Ministry and the Municipality.
9. Any provisions, which, by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration, including the Municipality's indemnification obligations.

10(b)

3

10. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
Division Services and Program Management Office
27th Floor, Suite # 2702
777 Bay Street
Toronto, Ontario
M7A 2J8

Once the Ministry has received the signed copies of this Letter of Agreement and the related authorizing municipal by-law, and the certified copies of the agreements set out in Section 2, the Ministry may, in accordance with the OBRP, make arrangements for the payment of OBRP funding to the Municipality.

Yours sincerely,



Jim Bradley
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and by signing below I am signifying the Municipality's consent to be bound by these terms.

The Corporation of the City of Sault Ste. Marie

AUG 13 2008

Per: _____ Date: _____

Mayor

Mayor - John Rowswell

AUG 13 2008

Per: _____ Date: _____

Chief Financial Officer/Treasurer
or Clerk

City Clerk - Donna P. Irving

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2008-147

FIRE ROUTE: (A.3.6.) A by-law to amend Fire Route By-law 81-404.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001 and amendments thereto ENACTS as follows:

1. **SCHEDULE "B" AMENDED**

Schedule "B" to By-law 81-404 is amended by adding thereto the following:

"70. 40 Sunnydale Road"

2. **EFFECTIVE DATE**

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

Read THREE times and PASSED in open Council this 18th day of August, 2008.

MAYOR - JOHN ROWSWELL

CLERK - DONNA IRVING

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(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-146

PARKS: (L.5.2.9) A by-law to amend By-law 80-128 (being a by-law for the use, regulation, protection and government of the municipal parks in the City of Sault Ste. Marie).

The Council of The Corporation of the City of Sault Ste. Marie pursuant to section 10 of the Municipal Act, 2001 ENACTS as follows:

1. **PARKS BY-LAW 80-128 AMENDED**

- (a) Subsection 4 (1) of By-law 80-128 is amended by deleting the word "eleven" where it appears in that subsection and replacing it with the word "ten".
- (b) Subsection 4(2) of by-law 80-128 is amended by deleting the words "one o'clock in the forenoon" and replacing them with the words "ten o'clock in the afternoon".
- (c) Subsection 4(3) of by-law 80-128 is amended by deleting "11:00" and inserting "ten".

2. **EFFECTIVE DATE**

This by-law is effective on the final date of its passing.

READ THREE times and PASSED in open Council this 18th day of August, 2008.

MAYOR – JOHN ROWSWELL

CLERK – DONNA P. IRVING

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(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-144

PROPERTY SALE: (P.4.5.347) being a by-law to authorize the sale of a portion of property as shown on Schedule A to the registered owner of 89 Hudson Street .

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, and amendments thereto, **ENACTS** as follows:

1. PROPERTY SALE

The Corporation shall dispose the lands more particularly described in Schedule "A" hereto to the owner of 89 Hudson Street (Studio 10).

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.

READ THREE times and PASSED in open Council this 18th day of August, 2008

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

NOTICE

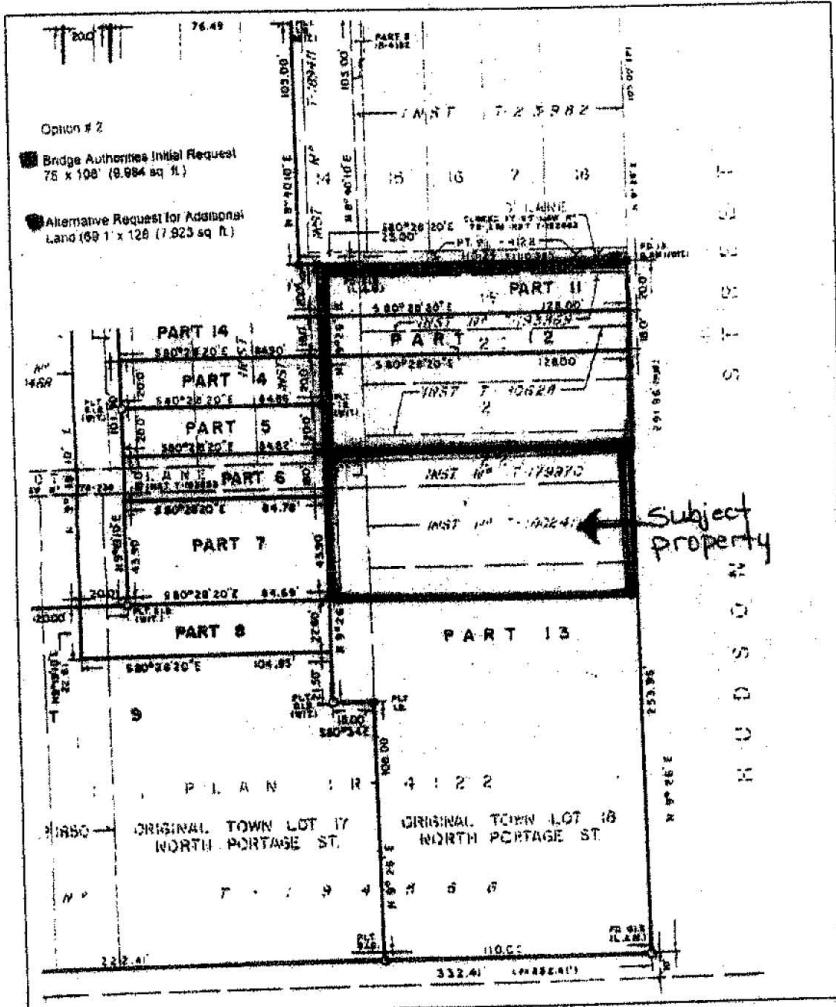
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(e)

SCHEDULE "A" TO BY-LAW 2008-144

VENDOR: The Corporation of the City of Sault Ste. Marie
PURCHASER: 598096 Ontario Limited
ADDRESS: Lower Hudson Street
CONSIDERATION: \$37,300.00 (subject to adjustments)



10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-149

REGULATIONS: (R.1.2.19) By-law for the control and management of refuse and recycling scavenging

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 11(1)(3) of the Municipal Act, 2001 S.O. 2001 c. 25 ENACTS as follows:

1. DEFINITIONS

In this by-law,

- a) "Corporation" refers to the Corporation of the City of Sault Ste. Marie.
- b) "Licensed Contractor" refers to the person(s) under contract to the Corporation to collect waste or recyclables.
- c) "Placed Curbside" refers to any refuse or recycling items placed outside a residence or business for the intended purpose of recycling or disposal through a municipal program.

2. SCAVENGING PROHIBITED

Any person or entity is prohibited from engaging in the act of separation, recovery, collection, or removal of garbage or recycling set out for collection, unless the Corporation provided them written consent to do so.

3. OWNERSHIP OF CURBSIDE MATERIALS

When recyclable materials are placed curbside, they shall become the property of the licensed contractor and/or the corporation.

4. NO REMOVAL

No person or entity, other than that of the licensed contractor or corporation under contract with the city, may remove any materials from any recycling or refuse container intended for collection, and no person or entity shall interfere with the licensed contractor or the corporation while material is being collected.

5. PENALTY

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

READ THREE TIMES and PASSED in Open Council this 18th day of August, 2008.

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-151

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing on September 6, 2008 of Queensgate Boulevard from the north property line of 73 Queensgate Boulevard to the north property line of 109 Queensgate Boulevard to facilitate a neighbourhood street gathering.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEENSGATE BOULEVARD**

Council hereby authorizes the closing to vehicular traffic of Queensgate Boulevard from the north property line of 73 Queensgate Boulevard to the north property line of 109 Queensgate Boulevard on September 6, 2008 (rain date September 13, 2008) from between the hours of 12:00 p.m. to 10:00 p.m. to facilitate a neighbourhood street gathering.

2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 18th day of August, 2008.

MAYOR – JOHN ROWSWELL

NOTICE

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CITY SOLICITOR

CITY CLERK – DONNA IRVING

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-150

Zoning: A bylaw to amend Sault Ste. Marie Zoning bylaws 2005-150 and 2005-151 concerning lands located at 99 Northern Avenue East.

The Council of the Corporation of the City of Sault Ste. Marie pursuant to Section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. 99 NORTHERN AVENUE EAST; LOCATED AT THE SOUTHEAST CORNER OF NORTHERN AVENUE AND WILSON STREET; CHANGE FROM C.4 TO C.4.S

The zone designation on the lands described in Section 2 of this bylaw, which lands are shown on Map 1-60 of Schedule "A" to Zoning bylaw 2005-150, is changed from C.4 General Commercial to C.4.S General Commercial with a "special exception".

2. BYLAW 2005-151 AMENDED

Section 2 of Bylaw 2005-151 is amended by adding thereto the following subsection 2(270) and heading as follows:

"2(270) 99 Northern Avenue East

Despite the provisions of bylaw 2005-150, the lands located at 99 Northern Avenue East and shown outlined and marked "subject property" on the subject property map attached as schedule 270 hereto is changed from C.4 to C.4.S General Commercial with a "special exception" subject to the following special provisions:

- (i) the required front yard setback is reduced from 7.5m to 7.0m,
- (ii) the required exterior yard setback is reduced from 7.5m to 4.7m."

3. SCHEDULE "A"

Schedule "A" hereto forms a part of this by-law.

4. CERTIFICATE OF CONFORMITY

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of passing of this by-law.

Read THREE times and PASSED in open council this 18th day of August, 2008.

NOTICE

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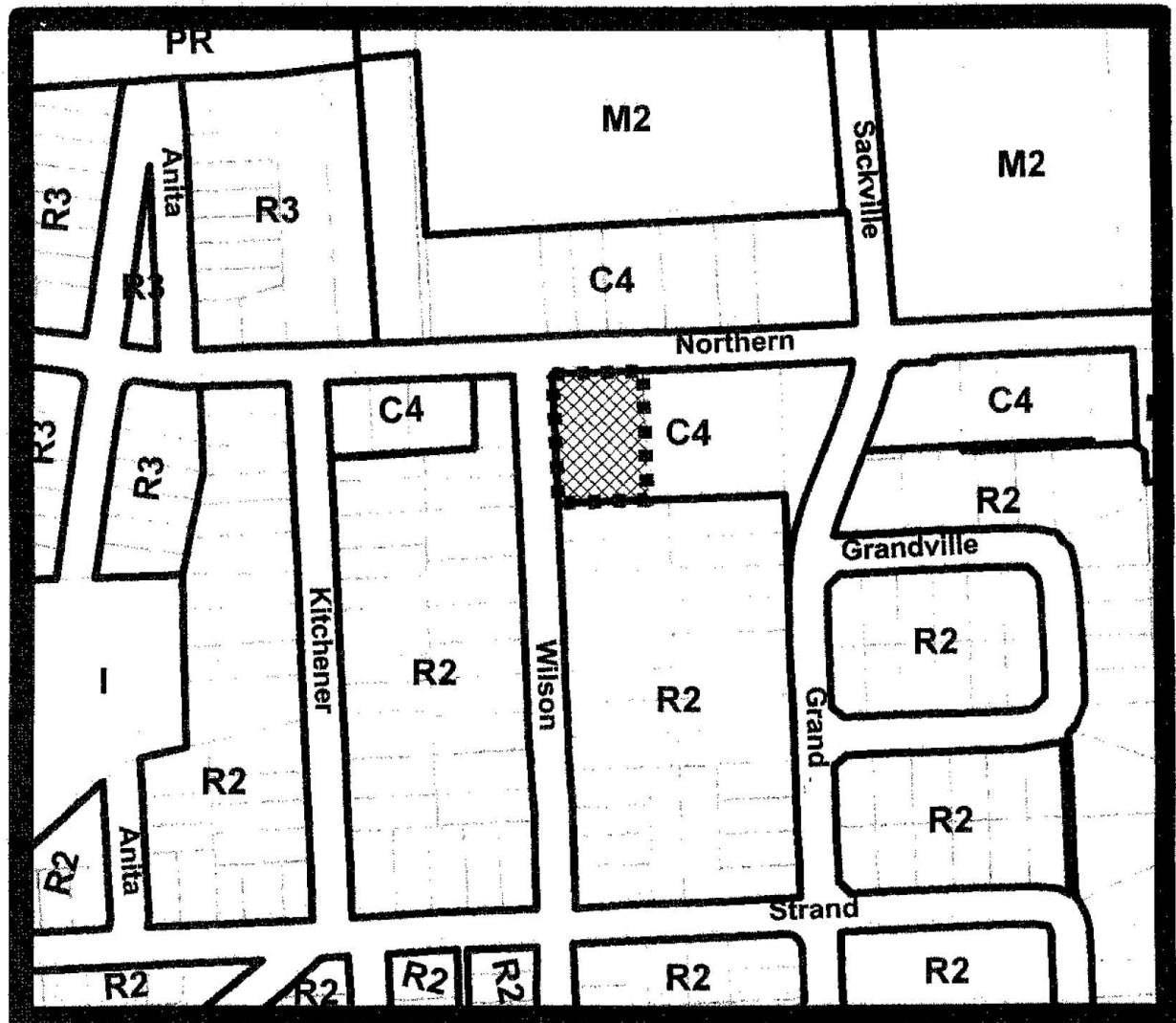
CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

10(h)

SCHEDULE "A" TO BY-LAW 2008-150 AND SCHEDULE 270 TO
BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF
SAULT STE. MARIE; READ THREE TIMES AND PASSED IN
OPEN COUNCIL THIS 18TH DAY OF AUGUST, 2008



EXISTING ZONING MAP

APPLICATION A-24-08-Z

99 NORTHERN AVENUE EAST



Subject property - 99 Northern ave



R2 - Single Detached Residential Zone



R3 - Low Density Residential Zone



C4 - General Commercial Zone



M2 - Medium Industrial Zone



PR - Parks and Recreation Zone



Metric Scale
1 : 3000

Maps
60 & 1-60