

**AGENDA  
REGULAR MEETING OF CITY COUNCIL  
2010 08 23  
4 P.M.  
CITY COUNCIL AGENDA**

**1. ADOPTION OF MINUTES**

Mover: Councillor T. Sheehan

Seconder: Councillor D. Celetti

Resolved that the Minutes of the Regular Council Meeting of 2010 07 19 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 2010 08 23 City Council Meeting as presented be approved.

**4. DELEGATIONS/PROCLAMATIONS**

- a) Katie Yakasovich, Algoma University Student Union Vice President – External will be in attendance for the Proclamation of “Shine Day”
- b) Dominic Parrella, Vice President Operations and Engineering, PUC Inc., will be in attendance to address Council regarding agenda item 6(8)(b) and (c).
- c) Lisa Vezeau-Allen, Executive Director, Sault Youth Association will be in attendance to provide Council with an update of 2010 accomplishments.

**PART I – CONSENT AGENDA**

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

Mover: Councillor T. Sheehan

Seconder: Councillor L. Tridico

Resolved that all the items listed under date 2010 08 23 - Part One - Consent Agenda be approved as recommended.

- a) Correspondence from AMO and OGRA is attached for the information of Council.

- b) Correspondence from the Corporation of the Town of New Tecumseth concerning ramifications of Workplace Safety Insurance Act as it pertains to presumptive legislation for fire fighters, and opposing the HST is attached for the information of Council.
- c) Correspondence from the Ontario Lottery and Gaming Corporation advising that the quarterly payment of the 5% - 2% allocation from April 1 to June 30, 2010 is \$373,970.00 is attached for the information of Council.
- d) Correspondence from the Corporation of the Municipality of Wawa regarding the upcoming 50<sup>th</sup> Anniversary of the opening of the Lake Superior Section of the Trans-Canada Highway is attached for the information of Council.
- e) Correspondence from Diane Morrell, Chair, Accessibility Advisory Committee concerning further options for the Downtown Development Initiative is attached for the information of Council.
- f) Correspondence from the St. Mary's River Marine Heritage Centre is attached for the information of Council.
- g) Correspondence from the Honourable John Gerretsen, Minister of the Environment concerning Integration of Planning and Environmental Requirements for Infrastructure Projects is attached for the information of Council.
- h) Correspondence from G.A. (Bud) Campbell on behalf of OBO Queensgate Residents concerning a request for an evaluation to install speed humps on Queensgate Boulevard.

Mover                    Councillor S. Butland  
Seconder                Councillor J. Caicco

Resolved that the request for an evaluation to install speed humps on Queensgate Boulevard be referred to Public Works for review and report back to Council.

- i) Correspondence requesting permission for private property liquor license extension is attached for the consideration of Council.

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

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

Royal Canadian Legion Branch 25  
96 Great Northern Road  
Ladies Auxiliary Convention – September 9 to 16, 2010

- j) Correspondence requesting permission for a liquor license extension to be held at a municipal facility

Mover: Councillor T. Sheehan

Seconder: Councillor L. Tridico

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

Strathclair Park

Canadian Lounge

Banker's League Slow Pitch Tournament – August 28, 2010

- k) **Absence of Mayor**

Mover: Councillor S. Myers

Seconder: Councillor D. Celetti

Resolved that Council authorize the continued absence of Mayor Rowswell further to the provisions of Section 259(1)(c) of the Municipal Act.

- l) **Council Travel**

Mover: Councillor S. Myers

Seconder: Councillor L. Tridico

Resolved that Councillor Lou Turco be authorized to travel to Wawa to the 50<sup>th</sup> Anniversary of the Opening of the Lake Superior Section of the Trans Canada Highway (3 days in September)

- m) **Staff Travel Requests**

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

Mover: Councillor T. Sheehan

Seconder: Councillor D. Celetti

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 08 23 be approved as requested.

- n) **Tenders for Equipment– Public Works & Transportation Department**

Two reports of the Manager of Purchasing are attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor D. Celetti

Resolved that two reports of the Manager of Purchasing dated 2010 08 23 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.

- o) **Mayor and Council Travel Expenses, January 01 – June 30, 2010**  
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.
- Mover: Councillor S. Meyers  
Seconder: Councillor D. Celetti  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 08 23 concerning Mayor and Council travel expenses for the period January 1 to June 30, 2010 be received as information.
- p) **Property Tax Appeals**  
A report of the City Tax Collector is attached for the consideration of Council.
- Mover: Councillor S. Meyers  
Seconder: Councillor L. Tridico  
Resolved that pursuant to Section 357 of the Municipal Act 2001, adjustments to the tax accounts as outlined in the City Tax Collectors report of 2010 08 23 be approved and the tax rolls to be amended accordingly.
- q) **Ontario Regulation 284/09**  
A report of the Manager of Finance and Audits is attached for the consideration of Council.
- Mover: Councillor D. Celetti  
Seconder: Councillor L. Tridico  
Resolved that the report of the Manager of Finance and Audits dated 2010 08 23 concerning Ontario Regulation 284/09 be approved for the budget year 2010.
- r) **Design Build Procurement**  
A report of the Director of Engineering Services is attached for the consideration of Council.
- Mover: Councillor S. Meyers  
Seconder: Councillor D. Celetti  
Resolved that the report of the Director of Engineering Services dated 2010 08 23 concerning Design Build Procurement be received as information.
- s) **Pine Street Extension – Northern Avenue to Second Line – Agreement for Engineering Services**  
A report of the Director of Engineering Services is attached for the consideration of Council.  
The relevant by-law 2010-147 is listed under item 10 of the agenda and will be read with all other by-laws listed under that item.

t) **John Street Reconstruction – Wellington Street to Conmee Avenue – Agreement for Engineering Services**

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

The relevant by-law 2010-148 is listed under item 10 of the agenda and will be read with all other by-laws listed under that item.

u) **Pim Street Sewage Pumping Station Project Completion – Engineering Fees**

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

Mover: Councillor T. Sheehan

Seconder: Councillor D. Celetti

Resolved that the report of the Land Development and Environmental Engineer dated 2010 08 23 concerning Pim Street Sewage Pumping Station Project Completion – Engineering Fees be received as information and the recommendation that the upset limit in consulting fees be increased to \$631,500 be approved.

v) **Lighting Retrofit at the Public Works and Transportation Department, Sackville Road**

A report of the Environmental Initiatives Coordinator is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor L. Tridico

Resolved that the report of the Environmental Initiatives Coordinator dated 2010 08 23 concerning lighting retrofit be accepted and that \$60,000 be allocated from the Green Committee reserve fund to be used to leverage additional money from external sources to complete the most comprehensive lighting retrofit possible at the Public Works and Transportation site.

w) **Follow up to TSSA Presentation Regarding Signs Distributing the Soil**

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

Mover: Councillor T. Sheehan

Seconder: Councillor D. Celetti

Resolved that the report of the City Solicitor dated 2010 08 23 regarding Follow up to the Presentation to Council by Mr. Michael Goldberg of the Technical Standards and Safety Authority regarding signs disturbing the soil on municipal property, including, but not limited to, election signs be received as information.

- x) **Council Resolution of June 28 Regarding Abandoned Shopping Carts**  
A report of the City Solicitor is attached for the consideration of Council.
- Mover: Councillor S. Myers  
Seconder: Councillor D. Celetti  
Resolved that the report of the City Solicitor dated 2010 08 23 concerning Abandoned Shopping Carts be received as information.
- y) **Lane Closing Application – Wilding Park Subdivision**  
A report of the City Solicitor is attached for the consideration of Council.  
The relevant By-laws 2010-143 and 2010-144 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- z) **Palmer Construction Group – A-5-10-Z – 2325 Great Northern Road – By-law 2010-57**  
A report of the City Solicitor is attached for the information of Council.
- Mover: Councillor S. Myers  
Seconder: Councillor L. Tridico  
Resolved that the report of the City Solicitor dated 2010 08 23 concerning Palmer Construction Group – A-5-10-Z appeal be received as information.
- aa) **Minimum Maintenance Standards and the Request from Ontario Good Roads Association**  
A report of the City Solicitor is attached for the consideration of Council.
- Mover: Councillor T. Sheehan  
Seconder: Councillor L. Tridico  
Resolved that the report of the City Solicitor dated 2010 08 23 regarding Minimum Maintenance Standards and the Request from Ontario Good Roads Association be received as information and that the City Sault Ste. Marie contribute \$1,000 toward the Minimum Maintenance Standards Litigation Fund.
- bb) **Expanding the Downtown Association Business Improvement Area (BIA) to Include the City Centre BIA**  
A report of the Assistant City Solicitor is attached for the consideration of Council.
- Mover: Councillor T. Sheehan  
Seconder: Councillor D. Celetti  
Resolved that the report provided of the Assistant City Solicitor dated 2010 08 23 concerning Expanding the Downtown Association Business Improvement Area be received as information.

cc) **St. Mary's River Bridge Company – Request for Support for a Private Bill to Freeze Property Taxes at Present Day Levels**

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

Mover: Councillor S. Myers

Seconder: Councillor D. Celetti

Resolved that the report of the Assistant City Solicitor dated 2010 08 23 concerning the St. Mary's River Bridge Company be accepted and that the recommendation that Council support the application of the Company for enabling legislation which would have the effect of freezing property taxes at present day levels for a period of not more than 25 years for property owned by the Company be approved.

dd) **Cancellation of POA Courts and Appointment of Justice of the Peace**

A report of the Court Liaison Supervisor POA Division for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor D. Celetti

Resolved that the report of the Court Liaison Supervisor POA Division dated 2010 08 23 concerning cancellations of POA Courts and Appointments of Justices of the Peace received as information and that the Council of the City of Sault Ste. Marie call on the Attorney General to fill the two current positions, which have been vacant for more than two years, for Sault Ste. Marie and area Provincial Offences Courts be received as information.

ee) **Proposed Traffic Lights at the Second Line/Black Road Intersection**

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

Mover: Councillor T. Sheehan

Seconder: Councillor L. Tridico

Resolved that the report of the Commissioner of Public Works and Transportation dated 2010 08 23 concerning proposed traffic lights at the intersection of Second Line and Black Road be received as information and the recommendation that the intersection of Black Road and Second Line be reviewed in the Spring of 2011 to determine whether traffic warrants justify the installation of traffic signals and that funding to complete the traffic signal installations be considered in the 2011 Budget deliberations.

## **PART TWO – REGULAR AGENDA**

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

#### **(5)(a) Legal**

##### **Eastgate Hotel – 874 Queen Street East**

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

The direction of Council is required.

#### **(6)(a) Planning**

##### **Hub Trail Construction – Waterfront Walkway Extension – Bushplane Centre Option – City Contract 2010-6E**

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

Mover: Councillor L. Tridico

Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Director dated 2010 08 23 concerning Hub Trail Construction – Waterfront Walkway Extension – Bushplane Centre Option be accepted as information.

#### **(8) Boards and Commissions, etc**

##### **Historic Sites Board – Heritage Discovery Centre Project Update**

A report of the Chair, Historic Sites Board is attached for the information of Council. Correspondence from Mayor Rowswell to the Honourable James Moore, Minister of Canadian Heritage and Official Languages is also attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor L. Tridico

Resolved that the report of the Chair, Historic Sites Board dated 2010 08 23 concerning Heritage Discovery Centre Project Update be received as information.

##### **PUC Inc. – East End Water Taste Concerns**

A report of the Vice President Operations and Engineering of the PUC Inc. is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor L. Tridico

Resolved that the report of the Vice President Operations and Engineering, PUC Inc. dated 2010 08 16 concerning East End Water Taste Concerns be accepted as information.

(8)(c) **PUC Inc. – 2010 Second Quarter Shareholder Report**

A report of the President and CEO, PUC Inc. is attached for the information of Council.

Mover: Councillor S. Myers

Seconder: Councillor D. Celetti

Resolved that the Second Quarter Shareholder Report for PUC Inc. be accepted as information.

7.

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

a)

Mover: Councillor D. Celetti

Seconder: Councillor S. Myers

Whereas a significant section of Second Line is a five lane road with residential houses with very small front yards; and

Whereas the speed limit on Second Line is 60 km/hr; and

Whereas many motorists travel Second Line at speeds of 70 km/hour or more; and

Whereas there are safety concerns for young families with children, school buses, people using sidewalks extremely close to curbs, etc.

Now therefore be it resolved that appropriate staff review this situation with a view to reducing speeds on Second Line and report back to council within two months;

Further that Sault Ste. Marie Police Services be asked to strictly enforce the 60 km/hr speed limit on Second Line.

b)

Mover: Councillor P. Mick

Seconder: Councillor B. Hayes

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

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

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

c)

Mover: Councillor B. Hayes

Seconder: Councillor J. Caicco

Whereas currently the MP, MPP, and Mayor/Council do not meet on a regular basis at all;

Whereas each level of government has unique responsibilities and challenges yet ultimately exist to collectively provide appropriate and efficient levels of service for their constituents;

Whereas it will be beneficial to the community as a whole should these individuals meet on a regular basis to share information, ideas, concerns

and perhaps resources in a joint effort to continue to move the community forward;

Whereas meetings of this nature will also service to keep the community informed providing they are documented and public;

Now therefore be it resolved that the Mayor and two Councillors establish an initial meeting with the MP and MPP to determine the makeup of the Committee, frequency and dates of meetings as well as an initial agenda; And furthermore be it resolved that representation from Council should include the Mayor at all times as well as two rotating members of Council.

- d) Mover: Councillor L. Tridico  
Seconder: Councillor T. Sheehan  
Whereas there is an issue with traffic on Rossmore Road and Farwell Terrace; and  
Whereas residents of this area are asking City Council to help them find a solution; and  
Whereas a petition to have a three-way stop sign placed at the corner of Rossmore Road and Farwell Terrace has been signed by a significant number of residents in this area;  
BE IT RESOLVED THAT appropriate City staff investigate and report back to Council as to the feasibility of placing a three-way stop sign at the Rossmore Road and Farwell Terrace intersection.

- e) Mover: Councillor T. Sheehan  
Seconder: Councillor P. Mick  
Whereas the Sault Youth Association has taken the lead and been successful on a great deal of projects and initiatives; and  
Whereas Local Government Week is a school-focused campaign to celebrate the important role municipal governments play in shaping our communities. Local Government Week is a program of the Association of Municipal Managers, Clerks and Treasurers of Ontario, and is supported by the Ministry of Municipal Affairs and Housing, and the Association of Municipalities of Ontario; and  
Whereas this year, Student Vote is partnering with the Local Government Week Team to co-ordinate its first ever parallel municipal election program in Ontario. During September and October 2010, students can learn about municipal government and investigate local candidates and issues.  
Between October 17 and 23, students across the province will cast ballots for their local mayor, councillor and school trustee. The results will be shared with media for broadcast and publication after the official polls close.  
Now therefore be it resolved that City Council requests that the Sault Youth Association play a part in helping launch the first ever parallel municipal election program in Sault Ste. Marie [www.studentvote.ca](http://www.studentvote.ca)

- f) Mover: Councillor S. Myers  
Seconder: Councillor L. Tridico  
Whereas the Heritage Discovery Centre project has been postponed due to

a variety of uncontrollable factors and  
Whereas this project remains a very high priority for the City and Historic  
Sites Board and  
Whereas the provincial government remains committed to \$1 million in  
funding and  
Whereas there are a number of other funding programs both private and  
public that will be pursued to proceed with this project,  
And whereas the City's financial participation is critical,  
Therefore be it resolved that all city funds presently identified for the  
Heritage Discovery Centre project be held in reserve until such time as an  
alternative funding plan is developed and approved by City Council

- g) Mover: Councillor F. Manzo  
Seconder: Councillor P. Mick  
Whereas City Council is charged with the responsibility of ensuring the  
general health and safety of this community; and  
Whereas two resolutions brought forward at that meeting regarding  
changes to the current sign by-law 2005-15 were defeated and only dealt  
with City rights of way or public property;  
Therefore be it resolved that the appropriate City department contact  
Ontario One Call, PUC Inc. and Shaw requesting locates on all property  
within the jurisdiction of the City of Sault Ste. Marie and have those locates  
renewed as dictated under the law to ensure the safety of the citizens of  
this City;  
Further that the appropriate City department contact PUC Inc., Union Gas,  
Bell, Shaw and any other utility that might have buried cable or lines to  
request that they ensure that all lines or cables are properly buried at a  
safe distance below ground so that residents will not accidentally rupture  
such lines or cables by piercing the ground on their property above the  
accepted ground frost level.

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 OF PASSING OF BY-LAWS**

Mover: Councillor T. Sheehan  
Seconder: Councillor D. Celetti  
Resolved that all the bylaws under Item 10 of the Agenda under date 2010  
08 23 be approved.

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

**AGREEMENTS:**

- a) **2010-147**  
A by-law to authorize the execution of an agreement between the City and Kresin Engineering for the construction of the Pine Street extension from Northern Avenue to Second Line.

A report from the Director of Engineering Services is on the agenda.

- b) **2010-148**  
A by-law to authorize the execution of an agreement between the City and Genivar Consultants for the reconstruction of John Street between Wellington Street and Conmee Avenue.  
A report from the Director of Engineering Services is on the agenda.

- c) **2010-151**  
A by-law to authorize a contract between the City and R. M. Belanger Limited for the rehabilitation of Municipal Bridge No. 1 Highway 17/Great Northern Road.  
A report from the Design and Construction Engineer is on the agenda.

**COMMUNITY SERVICES DEPARTMENT**

- d) **2010-149**  
A by-law to authorize the issuance of \$5.1 million of long term debt to finance the construction of a West End Community Centre.

Approved by Council resolution February 22, 2010.

**LANE ASSUMPTIONS****2010-143**

A by-law to assume for public use and establish as a public lane, a lane in the Wilding Park Subdivision, Plan 6541.

A report from the City Solicitor is on the agenda.

**PARKING****2010-145**

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

**REGULATIONS****2010-146**

A by-law to amend sections of By-law 2005-166 (being a by-law to regulate signs within the City of Sault Ste. Marie).

Approved by Council resolution July 19, 2010.

**STREET ASSUMPTIONS**

**2010-150**

A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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

**LANE CLOSINGS**

**2010-144**

A by-law to stop up, close and authorize the conveyance of a lane in the Wilding Park Subdivision, Plan 6541.

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

**LANE CLOSINGS**

2010-139

A by-law to stop up, close and authorize the conveyance of a lane in the Hime-Chitty Subdivision, Plan 18954.

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

Mover: Councillor S. Myers

Seconder: Councillor L. Tridico

Resolved that this Council shall now go into Caucus to:

1. Discuss one matter concerning potential litigation
2. Discuss one matter concerning identifiable individuals

Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to discuss the same matters without the need for a further authorizing resolution.

12 **ADDENDUM TO THE AGENDA**

13 **ADJOURNMENT**

Mover: Councillor S. Myers

Seconder: Councillor D. Celetti

Resolved that this Council shall now adjourn.

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**ACTING MAYOR**

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**CITY CLERK**

**MINUTES**

**REGULAR MEETING OF CITY COUNCIL**

**2010 07 19**

**4:30 P.M.**

**COUNCIL CHAMBERS**

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

**ABSENT:** Mayor J. Rowswell (illness), D. Celetti (out of town)

**OFFICIALS:** J. Fratesi, M. White, N. Apostle, B. Freiburger, J. Dolcetti, L. Bottos, R. Tyczinski, J. Elliott, J. St. Jules, P. Tonazzo, S. Turco

**1. ADOPTION OF MINUTES**

Moved by - Councillor S. Butland

Seconded by - Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2010 06 28 be approved. CARRIED

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

**3. APPROVE AGENDA AS PRESENTED**

Moved by - Councillor J. Caicco

Seconded by - Councillor F. Manzo

Resolved that the Agenda and Addendum #1 for the 2010 07 19 City Council Meeting as presented be approved. CARRIED

**4. DELEGATIONS/PROCLAMATIONS**

- (a) Rodney and Darryn Stafford were in attendance concerning Proclamation - Child Find.
- (b) Peter and Tracey Cornacchio were in attendance to concerning item 5(d).
- (c) Roy Bertolo of the Sault Ste. Marie Aggregate Producers was in attendance concerning item 5(e).
- (d) Michael Goldberg, Technical Standards and Safety Authority was in attendance concerning agenda item 6(7)(a).

- (e) Brian Curran, General Manager, Public Utilities Commission was in attendance concerning item 6(8)(a).
- (f) Craig Burgess, Nancy Parker and Ernie Millward were in attendance concerning agenda item 6.(6)(a).
- (g) Grace Tridico and Anna Boyonoski were in attendance concerning agenda item 5(bb).
- (h) Leslie Cook was in attendance concerning agenda item 5(hh).
- (i) Andrew Ross was in attendance concerning agenda item 6(8)(6)

### **PART ONE – CONSENT AGENDA**

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

Moved by - Councillor S. Butland

Seconded by - Councillor O. Grandinetti

Resolved that the Agenda for the 2010 07 19 City Council Meeting as presented, save and except 5(bb), 5(hh) and 5(lI), be approved. CARRIED

- (a) Correspondence from the Association of Municipalities of Ontario was accepted by Council.  
  
Moved by - Councillor S. Butland  
Seconded by - Councillor F. Manzo  
Resolved that the Council supports the Association of Municipalities of Ontario in its efforts to seek joint and several liability reform in Ontario and calls on the Provincial Government to pursue much needed changes to the Negligence Act. CARRIED
- (b) Correspondence from the City of Kingston (concerning prison farm closures) and the Town of Midland (concerning amending the Residential Tenancies Act) was accepted by Council.
- (c) The letter from the CAO to the Minister of Transport, Infrastructure and Communities concerning the rehabilitation of the Huron Central Railway was accepted by Council.
- (d) The press release concerning the 2011 Hap Ki Do Canadian Open was accepted by Council.

- (e) The letter from the Sault Ste. Marie Aggregate Producers was accepted by Council.

Moved by - Councillor J. Caicco  
Seconded by - Councillor O. Grandinetti

Resolved that City Council confirms that all aggregates used in the performance of City contracts be obtained from a source licensed under the Aggregate Resources Act of Ontario. CARRIED

- (g) The letter from the Minister of the Environment concerning a recent Council Resolution was accepted by Council.

- (h) Correspondence concerning requests for permission to hold special occasion permit events at outdoor municipal facilities were accepted by Council.

Moved by - Councillor J. Caicco  
Seconded by - Councillor O. Grandinetti

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

- 1) Queen Elizabeth Sports Complex – Field 'A'  
2010 Finn Grand Fest  
July 30<sup>th</sup> and 31<sup>st</sup> from 11:00 a.m. to 7p.m.
- 2) Strathclair Sports Complex – Field 'A'  
August 7<sup>th</sup> and 8<sup>th</sup> from 11:00 a.m. – 9:00 p.m.  
August 14<sup>th</sup> and 15<sup>th</sup> from 11:00 a.m. – 9:00 p.m.
- 3) Roberta Bondar Tent Pavilion  
2010 Finn Grand Fest  
July 30<sup>th</sup> from 8:00 p.m. to 1:00 a.m.

CARRIED

- (i) The letter of request for temporary street closing was accepted by Council. Bishop's Court in conjunction with a neighbourhood gathering being held on August 14<sup>th</sup>, 2010. The relevant By-law 2010-140 was listed under Item 10 of the Agenda and was read with all other By-laws listed under that item.

**(j) Staff Travel Requests**

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

Moved by - Councillor S. Butland  
Seconded by - Councillor O. Grandinetti

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 07 19 be approved as requested. CARRIED

(k) **2009 Financial Statements**

The report of the Commissioner of Finance and Treasurer was accepted by Council. The 2009 Financial Statements were attached under separate cover.

Moved by - Councillor J. Caicco

Seconded by - Councillor F. Manzo

Resolved that the Report of the Commissioner of Finance and Treasurer dated 2010 07 19 concerning 2009 Financial Statements be accepted as information. CARRIED

(l) **OMERS Pension Rate Changes**

The report of the Commissioner of Finance and Treasurer dated 2010 07 19 was accepted by Council.

Moved by - Councillor S. Butland

Seconded by - Councillor F. Manzo

Resolved that the Report of the Commissioner of Finance and Treasurer dated 2010 07 19 concerning OMERS Pension Rate Changes be accepted as information. CARRIED

(m) **Advance Voting Days**

The report of the City Clerk was accepted by Council.

The relevant By-law 2010-131 was listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.

(n) **Corporate Strategic Plan Update**

The report of the Deputy City Clerk and Manager of Quality Improvement was accepted by Council. An updated Corporate Strategic Plan was accepted by Council.

Moved by - Councillor J. Caicco

Seconded by - Councillor O. Grandinetti

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2010 07 19 concerning Corporate Strategic Plan Update be accepted as information. CARRIED

(o) **Tender for One (1) Self Propelled Ice Resurfacing Machine**

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 2010 07 19 be endorsed and that the tender for the supply and delivery of One (1) Self Propelled Ice Resurfacing Machine required by the Community Services Department, be awarded as recommended. CARRIED

(p) **Quotation for Pool Floor Regrouting – Competition Pool - JRCC**

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 2010 07 19 be endorsed and that the quotation for Regrouting of the Floor of the Competition Pool at the John Rhodes Community Centre be awarded to Acapulco Pools Limited at their low total quoted price, meeting specifications, of \$55,850 plus H.S.T. CARRIED

(q) **Ice Resurfacing Machine and Pool Regrouting**

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

Moved by - Councillor S. Butland

Seconded by - Councillor F. Manzo

Resolved that the Report of the Commissioner of Community Services dated 2010 07 19 concerning Ice Resurfacing Machine and Pool Grouting be accepted as information and the recommendation that the tender for the grouting of John Rhodes Community Centre pool be approved and that the amount of the overage (\$6,000) for the grouting be covered-off from the amount the ice resurfacer is under budget (\$23,000) be approved. CARRIED

(r) **Heritage Discovery Centre Project Update**

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

Moved by - Councillor J. Caicco

Seconded by - Councillor F. Manzo

Resolved that the Report of the Commissioner of Community Services dated 2010 07 19 concerning Heritage Discovery Centre Project Update be accepted as information and the recommendation that the Historic Sites Board work with its Architect and other consultants to address funding concerns in a matter satisfactory to both the Board and the City and further that the tender not be awarded until these matters have been resolved, be approved. CARRIED

Moved by - Councillor S. Myers

Seconded by - Councillor P. Mick

Resolved that a letter be sent from the Mayor (or Acting Mayor) to the Federal Funding Partner – Cultural Spaces program Heritage Canada and strongly urge them to reconsider time lines associated with the Heritage Discovery Centre Project

And further be it resolved that all appropriate Ministers and Federal staff members be copied. CARRIED

- (s) **Firearms By-law Exemption: Ermatinger-Clergue National Historic Site /Tall Ships July 21 and 22, 2010**  
The report of the Curator Ermatinger-Clergue National Historic Site was accepted by Council.  
The relevant By-law 2010-137 was listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.
- (t) **Sault Ste. Marie East End Wastewater Treatment Plant, Odour Issue Update**  
The report of the Land Development and Environmental Engineer was accepted by Council.  
  
Moved by - Councillor S. Butland  
Seconded by - Councillor O. Grandinetti  
Resolved that the report of the Land Development and Environmental Engineer dated 2010 07 19 concerning odour issues at the Sault Ste. Marie East End Wastewater Treatment Plant be accepted as information. CARRIED
- (u) **Contract 2010-7E North Street Ravine Storm Culvert Replacement**  
The report of the Design and Construction Engineer was accepted by Council.  
The relevant By-law 2010-128 was listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.
- (v) **Contract 2010-8E Aqueduct Repairs at Young Street and Alexandra Street**  
The report of the Engineering and Planning Department was accepted by Council.  
The relevant By-law 2010-134 was listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.
- (w) **2011-12 Capital Road Reconstruction Engineering Consultant Assignments**  
The report of the Engineering and Planning Department was accepted by Council.  
  
Moved by - Councillor J. Caicco  
Seconded by - Councillor O. Grandinetti  
Resolved that the report of the Director of Engineering Services dated 2010 07 19 concerning 2011-12 Capital Road Reconstruction – Engineering Consultant Assignments be accepted, and the recommended assignment of:  
1) Pine Street – Northern Avenue to Second Line: Kresin Engineering  
2) Queen Street – Pim Street to Simpson Street: AECOM  
3) Wellington Street to Conmee Avenue: Genivar  
be approved. CARRIED

- (x) **Gateway Site Clean-up**  
The report of the Engineering and Planning Department was accepted by Council.

Moved by - Councillor S. Butland  
Seconded by - Councillor F. Manzo

Resolved that the report of the Commissioner – Engineering and Planning dated 2010 07 19 concerning Gateway Site Clean-up be accepted, and the recommendation to confirm previous direction to staff to improve the aesthetic appearance of the site within a \$15,000 budget allocation be approved.  
CARRIED

- (y) **Exhaust Extraction System, #1 Station**  
The report from Assistant Fire Chief – Support Services was accepted by Council.

Moved by - Councillor J. Caicco  
Seconded by - Councillor F. Manzo

Resolved that the report of the Assistant Fire Chief – Support Services dated 2010 07 19 concerning Exhaust Extraction System – #1 Station be accepted, and the recommendation to purchase the quoted system from Nederman Canada at a cost of \$85,755 excluding taxes and shipping with funding from the previously approved capital from current allocation be approved. CARRIED

- (z) **Lane Closing Application Hime-Chitty Subdivision**  
The report of the City Solicitor was accepted by Council.  
The relevant By-laws 2010-138 and 2010-139 were listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.

- (aa) **Contract 2010-5E Miscellaneous Construction/Paving**  
The report of the Design & Construction Engineer was accepted by Council.  
The relevant By-laws 2010-132 and 2010-133 were listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.

- (bb) **Expanding the Downtown Association Business Improvement Area (BIA) to Include City Centre BIA**  
The report of the Assistant City Solicitor and correspondence from the Downtown Association was accepted by Council.

Moved by - Councillor S. Butland  
Seconded by - Councillor F. Manzo

Resolved that the report of the Assistant City Solicitor dated 2010 07 19 concerning Expanding the Downtown Association Business Improvement Area be accepted as information. CARRIED

Councillor L. Tridico declared a pecuniary interest – family owns property in subject area

- (cc) **Appointment of Provincial Offences Officers for Enforcement of City By-laws Related to Animal Control**  
The report of the Assistant City Solicitor was accepted by Council.  
The relevant By-law 2010-127 was listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.
- (dd) **Former Eastgate Hotel – 874 Queen Street East**  
The report of the City Solicitor was accepted by Council.  
  
Moved by - Councillor J. Caicco  
Seconded by - Councillor O. Grandinetti  
Resolved that the report of the City Solicitor dated 2010 07 19 concerning the Former Eastgate Hotel – 874 Queen Street East be accepted as information.  
CARRIED
- (ee) **Denis Pepin – 165 Avery Road – A-7-10-OP – By-Law 2010-109**  
The report of the City Solicitor was accepted by Council.  
Moved by - Councillor S. Butland  
Seconded by - Councillor O. Grandinetti  
Whereas Zoning by-law 2010-109 was passed by City Council on May 31, 2010 concerning lands located at 165 Avery Road,  
And Whereas after public notice was given in accordance with the Planning Act, R.S.O., an appeal for this by-law, of which a copy is attached to this resolution, was presented to City Council and was duly considered by Council at its meeting on July 19, 2010;  
And therefore be it resolved that application be made to the Ontario Municipal Board for dismissal of this appeal. CARRIED
- (ff) **Agnew Appeal to the Ontario Municipal Board – Zoning By-law 2010-57 – 2325 Great Northern Road – Palmer Construction Group**  
The report of the City Solicitor was accepted by Council.  
Moved by - Councillor J. Caicco  
Seconded by - Councillor F. Manzo  
Resolved that the report of the City Solicitor dated 2010 07 19 concerning the Agnew Appeal to the Ontario Municipal Board – Zoning By-law 2010-57 – 2325 Great Northern Road – Palmer Construction Group be accepted as information.  
CARRIED
- (gg) **Hub Trail Construction Report – Waterfront Walkway Extension – City Contract 2010-6E**  
The report from the Planning Division was accepted by Council.  
  
Moved by - Councillor S. Butland  
Seconded by - Councillor F. Manzo

(gg) Con't Resolved that the report of the Planning Division dated 2010 07 19 concerning the Hub Trail Construction – Waterfront Walkway Extension – City Contract 2010-6E be accepted and the Planning Director's Recommendations that City Council award Contract 2010-6E (Hub Trail Construction – Waterfront Walkway Extension) to Avery Construction Limited, in the amount of \$1,547,365.86 (including HST) and that staff continue with the negotiation\* of a lease agreement with the Canadian Heritage Bushplane Centre to continue the trail along the waterfront portion of their property, and that these works (at an estimated cost of \$425,768.19, including GST) be incorporated into the contract at a later date through a contract change order and further that should an agreement not be reached with the Bushplane Centre, staff proceed with the alternative trail option outlined in the report, be endorsed. CARRIED

(hh) **Signs By-law 2005-166 – Amendments to Portable Signs Regulations**  
The report from the Planning Division was accepted by Council.

Moved by - Councillor J. Caicco  
Seconded by - Councillor F. Manzo

Resolved that the report from the Planning Division dated 2010 07 19 concerning Signs By-law 2005-166 – Amendments to Portable Signs Regulations be accepted and the Planning Director's Recommendation that City Council approve the amendment to Signs By-law 2005-166 subject to the four conditions contained in the report, be endorsed. CARRIED

(ii) **Comprehensive Official Plan Review Update**

The report from the Planning Division was accepted by Council.

Moved by - Councillor S. Butland  
Seconded by - Councillor O. Grandinetti

Resolved that the report from the Planning Division dated 2010 07 19 concerning the Comprehensive Official Plan Review Update be accepted as information and that staff be authorized to proceed with a comprehensive review of the Official Plan, be endorsed. CARRIED

(jj) **Council Travel**

The request to City Council that Councillor Lou Turco be authorized to attend the FONOM Board Meeting in Elliot Lake and the Association of Municipalities of Ontario Annual General Meeting and subsequent Board Meetings was accepted by Council.

Moved by - Councillor S. Butland  
Seconded by - Councillor O. Grandinetti

Resolved that Councillor Lou Turco be authorized to travel to the FONOM Board Meeting being held in Elliot Lake (1 day in July) at no cost to the City and the Association of Municipalities of Ontario Annual General Meeting and (3) Board of Director meetings (4 days in August) at an estimated cost to the City of \$2300. CARRIED

(kk) **2009 Annual Fire Services Report**

The report of the Fire Chief was accepted by Council. The 2009 Annual Fire Services Report was attached under separate cover

Moved by - Councillor J. Caicco  
Seconded by - Councillor O. Grandinetti

Resolved that the Report of the Fire Chief dated 2010 07 19 concerning 2009 Annual Fire Services Report be accepted as information. CARRIED

(ll) **Doctor Recruitment Request**

The report of the Commissioner of Finance and Treasurer and correspondence from the Sault Ste. Marie Physician Recruitment and Retention Committee was accepted by Council.

Mover - Councillor S. Butland  
Seconded - Councillor O. Grandinetti

Resolved that the report of the Commissioner of Finance and Treasurer – Doctor Recruitment Request be accepted, and the recommendation that Council approve only additional incentive payments to physician for the 2010 Physician Recruitment Program to March 31, 2011 with funding from interest earned in the Hospital Reserve fund be approved. CARRIED

(mm) **Lane Closing Application, Markretta “B” Subdivision**

The report of the City Solicitor was accepted by Council.

The relevant By-law 2010-129 and 2010-130 was listed under Item 10 of the Agenda and was read with all other by-laws listed under that item.

## **PART TWO – REGULAR AGENDA**

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

6. 6. **PLANNING**

6.(a) **Application No. A-10-10-Z – Burgess Enterprises (Sault) Inc. – Located at 21 Killarney Road – Requesting a Rezoning from “R.2 (Single Detached Residential) to R.2.S (Single Detached Residential) zone with a Special Exception**

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 2010 07 19 concerning Application No. A-10-10-Z – Burgess Enterprises (Sault) Inc. – 21 Killarney Road be accepted and the Planning Director's Recommendation that City Council approve this application and rezone the rear 31m of the subject property from “R.2” (single Detached Residential) zone to “R.2.S” (Single Detached Residential) zone with a Special Exception to permit a commercial

parking lot on the rear 31m of the subject property, subject to the following special conditions,

- 1) That Site Plan Control be applied to the subject property with approval of the site plan agreement to be given by Council as opposed to the usual delegation to the Planning Director.
  - 2) That a fence be erected to a maximum height of 1.8m (6') from the established grade of the parking lot
- be endorsed. CARRIED

## 6. (7) PUBLIC WORKS AND TRANSPORTATION

### (7)(a) Installation of Signs by the Public on City Property

The report of the Commissioner of Public Works and Transportation Department was received by Council. Also attached was correspondence from Alan Smith, also received by Council.

Moved by - Councillor S. Butland

Seconded by - Councillor O. Grandinetti

Resolved that the report of the Commissioner of Public Works and Transportation be accepted and the recommendation that Sign By-law 2005-15 and Municipal Elections Signs By-law 2002-16 be revised with the intent that signs which break the ground surface be prohibited on public property or City rights of way be approved. DEFEATED

#### **Recorded Vote**

For: none

Against: J. Caicco, L. Turco, B. Hayes, O. Grandinetti, S. Myers, L. Tridico, F. Fata, Acting Mayor T. Sheenan, S. Butland, F. Manzo, P. Mick

Absent: Mayor Rowswell, Councillor D. Celetti

Resolved that Sign By-law 2005-15 and Municipal Elections Signs By-law 2002-16 be revised with the intent that signs which break the ground surface be prohibited on public property or City rights of way.

"Save and except that those locations approved by City Traffic Division and for which permission has been given based on appropriate utility locates or the style of sign which does not involve the piercing of the ground upon which the sign will be located". DEFEATED

## 6. (8) BOARDS AND COMMITTEES

### (8)(a) Water Conservation Strategy

The report from H.J. Brian Curran, General Manager, Public Utilities Commission was accepted by Council.

Moved by - Councillor J. Caicco

Seconded by - Councillor F. Manzo

Resolved that the report of the General Manager, Public Utilities Commission dated 2010 07 19 concerning Water Conservation Strategy be accepted as information. CARRIED

(8)(b) **Small Business Incubator**

The report from Andrew Ross, General Manager, Enterprise Centre Sault Ste. Marie was accepted by Council.

Moved by - Councillor S. Butland

Seconded by - Councillor F. Manzo

Resolved that the report of the General Manager, Enterprise Centre Sault Ste. Marie dated 2010 07 19 concerning Small Business Incubator be accepted and the recommendation to proceed with a feasibility study conditional upon being able to access the required funding (\$5,000 from Community Development Corporation and \$5,000 from Economic Diversification Fund) be approved.

CARRIED

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

- (a) Moved by - Councillor S. Myers  
Seconded by - Councillor T. Sheehan  
Whereas the Prime Minister of Canada has announced that Dr. David Johnston has been appointed Canada's Governor General Designate; and  
Whereas Dr. Johnston attended high school in Sault Ste. Marie, graduating from the Sault Collegiate Institute in 1959; and  
Whereas he has gone on to a distinguished academic career, most recently serving as President and Vice-Chancellor of the University of Waterloo;  
Therefore be it resolved that City Council express its sincere congratulations to Dr. David Johnston on his appointment. CARRIED
- (b) Moved by - Councillor S. Myers  
Seconded by - Councillor T. Sheehan  
Whereas Chris Lewis, a native of Sault Ste. Marie and graduate of Sault Collegiate Institute, has been recently named Commissioner of the Ontario Provincial Police, assuming the new post on August 1<sup>st</sup>; and  
Whereas Mr. Lewis, upon joining the O.P.P., has had a distinguished career working in all areas of the province; and  
Whereas Mr. Lewis is the first resident on Northern Ontario to lead the O.P.P.;  
Therefore be it resolved that City Council express its sincere congratulations to Chris Lewis on his appointment as Commissioner of the Ontario Provincial Police. CARRIED
- (c) Moved by - Councillor T. Sheehan  
Seconded by - Councillor O. Grandinetti  
Whereas the City of Sault Ste. Marie is home to great men's and women's soccer leagues.  
Whereas there are five thousand youth soccer players in the Sault.  
Whereas soccer provides many benefits to the community and participants.  
Whereas most cities in Canada are covered by snow for half the year.  
Whereas the City of Sault Ste. Marie is in the process of building a first rate - two field indoor soccer facilities called the West End Community Centre.

Whereas the Federal government needs to support more initiatives like the West end Community Centre if Canada is to compete globally in tournaments like the World Cup.

Now therefore be it resolved that City Council calls on the Federal government to provide for funding programs for projects like the West End Community Centre which will have the effect of benefiting local community while at the same time improving Canada's competitiveness in World Soccer. CARRIED

(d) Moved by - Councillor O. Grandinetti  
Seconded by - Councillor S. Butland

Resolved that the appropriate staff review the feasibility of using a design build process for capital projects, initially for road reconstruction but also for other capital work (i.e. buildings) and report back to Council on the potential benefits and disadvantages of such an approach; and

Further that should the review show that a design build process is warranted, that staff suggest possible projects to use as pilot projects. CARRIED

(e) Moved by - Councillor S. Butland  
Seconded by - Councillor J. Caicco

Whereas the Independent Order of Oddfellows has served the community in a continuous manner since 1953; most specifically in the area of health assisted devices and equipment such as: wheelchairs, commodes, hospital beds, walkers etc; and

Whereas over 4,500 pieces of equipment are presently in inventory; and

Whereas approximately 3,000 pieces of this equipment may be on loan at any one time to over 800 clients; and

Whereas referrals are often made by the Sault Area hospital and Group Health Centre; and

Whereas this equipment is often present in Libraries, Art Gallery, retail outlets etc; and

Whereas this equipment is cleaned and repaired on a weekly basis; and

Whereas after having served its apparent useful life in the community, this equipment is sent to Third World countries for ongoing use; and

Whereas the discontinuance of this service would create a critical gap in an integral service to the community; and

Whereas an annual allocation of \$5,000 might preserve this service

Therefore be it resolved that Oddfellows's officials meet with the Commissioner of Social Services to explore other potential funding options to help retain this essential service. CARRIED

- (f) Moved by - Councillor S. Butland  
Seconded by - Councillor J. Caicco  
Whereas the quality of drinking water quality (smell, taste) in the east end of the City has, in rare and isolated cases, but on a continual basis, been an issue for over one year; and  
Whereas tests conducted by Algoma Public Health have revealed no health related issues and yet the source and cause of the unacceptable taste and smell remain undetermined;  
Therefore be it resolved that Council request PUC to report as to:  
1. The apparent beginning of this water quality problem  
2. Potential causes  
3. Reported number of cases,  
4. The various tests which have been conducted and results thereof; and, given that the issue remains unresolved,  
5. What alternative measures are being considered to address the problem  
**CARRIED**
- (g) Moved by - Councillor O. Grandinetti  
Seconded by - Councillor S. Butland  
Resolved that the appropriate staff review the feasibility of a program to place a poppy emblem on street signs that are named after veterans and report back to Council. **CARRIED**
- (h) Moved by L. Turco  
Seconded by P. Mick  
Whereas Sault Ste. Marie has produced a great number of exceptional hockey players who have continued to achieve success as coaches once their playing days were over; and  
Whereas this fall, the Sault Ste. Marie Greyhounds will see a new coach when their rivals, the OHL Champions and the Memorial Cup Champions, the Windsor Spitfires come to town; and  
Whereas the Windsor Spitfires have chosen a Sault Ste. Marie native to become the head coach; and  
Whereas this person is a former alumni of the Soo Greyhounds when he played defense from 1985 to 1990 and also showed his leadership capabilities as the Assistant coach of the Soo Greyhounds in 1995 to 1999;  
Therefore, be it resolved, that the Sault Ste. Marie City Council extends congratulations to Sault Ste. Marie's own Bobby Jones as being selected as Coach of the Windsor Spitfires. **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

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

Moved by: Councillor J. Caicco

Seconded by: Councillor F. Manzo

Resolved that all the by-laws under item 10 of the Agenda under date 2010 07 19. CARRIED

### Agreements

(a) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo

**2010-128**

A by-law to authorize a contract between the City and R.M. Belanger Limited for the installation of approximately 98 metres of 900mm dia. Storm Sewer Casing by trenchless method. (Contract 2010-7E). CARRIED

(b) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo

**2010-134**

A by-law to authorize a contract between the City and Harold Phillips Haulage for the removal and replacement of portions of the Aqueducts at Young Street and Alexandra Street. (Contract 2010-8E). CARRIED

### Appointments

(c) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo

**2010-127**

A by-law to appoint municipal by-law enforcement officers and provincial offences officers to enforce City animal control by-laws. CARRIED

(d) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo

**2010-131**

The report from the City Clerk was accepted by Council. CARRIED

### Lane Assumptions

(e) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo

**2010-129**

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

The report from the City Solicitor was accepted by Council.

- (f) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-132**  
A by-law to assume for public use and establish as a public lane, a lane in the Eldridge Block "C" Subdivision, Plan 1043. CARRIED  
The report from the City Solicitor was accepted by Council.
- (g) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-138**  
A by-law to assume for public use and establish as a public lane, a lane in the Hime-Chitty Subdivision Plan 18954. CARRIED  
The report from the City Solicitor was accepted by Council.

### Parking

- (h) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-126**  
A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305. CARRIED

### Regulations

- (i) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-137**  
A by-law to exempt the Tall Ships event sponsored by the Ermatinger-Clergue National Historic Site from By-law 2008-168 being a by-law to prohibit the discharge of firearms in the municipality. CARRIED

### Temporary Street Closings

- (j) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-135**  
A by-law to authorize the temporary closing of Alexandra Street (30m east of John Street) and Central Street/Young Street intersection from July 20, 2010 until October 31, 2010. CARRIED
- (k) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-140**  
A by-law to permit the temporary street closing of Bishop's Court from 100 Bishop's Court to 144 Bishop's Court on August 14, 2010 to facilitate first Annual Block party. CARRIED

**Traffic**

- (l) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-124**  
A by-law to amend Schedule "Z" of Traffic By-law 77-200 regarding Biggins Avenue. CARRIED

Approved by Council Resolution on June 28, 2010.

**Lane Closings**

- (m) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-139**  
A by-law to stop up, close and authorize the conveyance of a lane in the Hime-Chitty Subdivision, Plan 18954. CARRIED
- (n) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-130**  
A by-law to stop up, close and authorize the conveyance of a lane in the Markretta "B" Subdivision. CARRIED
- (o) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-133**  
A by-law to stop up, close and authorize the conveyance of a lane in the Eldridge Block "C" Subdivision, Plan 1043. CARRIED

**Agreements**

- (p) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
**2010-136**  
A by-law to authorize a contract between the City and Avery Construction Ltd. to begin constructing the Hub Trail Extension of the Waterfront Walkway (contract 2010-6E). CARRIED

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**

Moved by - Councillor J. Caicco

Seconded by - Councillor O. Grandinetti

Resolved that this Council shall now adjourn.

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**ACTING MAYOR**

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**CLERK**

5(a)



Association of  
Municipalities of  
Ontario



July 20, 2010

Sent via e-mail  
[dalton.mcquinty@ontario.ca](mailto:dalton.mcquinty@ontario.ca)

The Honourable Dalton McGuinty  
Premier of Ontario  
Legislative Building, Room 281  
Queen's Park  
Toronto, ON M7A1A1

Dear Premier:

**Re: Waste Diversion Act**

In the face of the media and opposition flurry surrounding the July 1<sup>st</sup> implementation by Stewardship Ontario of the next categories of waste materials, we wish to affirm that AMO, RPWCO and MWA remain fully committed to the direction Ontario has taken to shift responsibility for waste management from municipalities towards producers (Extended Producer Responsibility) under the *Waste Diversion Act*.

It is the right policy direction as it is the only practical and effective way to promote greater producer responsibility and greener consumer choices. We can ill afford to go backwards.

Ontario and its municipal partners have developed programs that lead the world in the diversion of packaging and printed paper from the residential sector. The original WDA, introduced in 2002, allowed municipalities to improve programs by leveraging up to 50% of program costs from product stewards. Since then, municipalities have improved programs and now deliver Blue Box services to over 97% of Ontario households with a 66% recovery rate.

Continued growth of diversion programs will require that producers assume full responsibility for the diversion of materials that they introduce into the marketplace. Only a full Extended Producer Responsibility model will drive changes in packaging design and encourage industry-led initiatives in development of supply chains for the introduction of recycled products back into the marketplace as viable manufacturing products. Without full Extended

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RPWCO  
c/o 2201 St. David's Road  
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Tel: 519-823-1990; Fax: 519-823-0084

5(a)

Producer Responsibility, investments in waste diversion will stagnate, growth of markets for recycled materials will decline and demand for landfill space will continue to climb.

Municipalities strongly support the proposed changes to the Waste Diversion Act outlined in the Minister's October 2009 report; *From Waste to Worth: The Role of Waste Diversion in the Green Economy*. In consultation sessions in Toronto, Thunder Bay, London and Ottawa last fall, municipalities enthusiastically expressed support for the changes suggested in the report. They also demanded that changes recognize diversion in all municipalities, including smaller, more remote communities and Northern Ontario.

While strongly supportive of increased diversion in the IC&I sector, municipal representatives cautioned that increased overall diversion must not result in decreased resident convenience or decreases in residential diversion rates. Recognizing that the transition to full Extended Producer Responsibility would take several years, municipalities expressed a wish to negotiate with a single steward body for the transition of Blue Box services and infrastructure. Any new program must continue to deliver improvements in diversion; be transparent in service delivery; and incorporate clear targets for all sectors with verification and consistent reporting of results.

We urge your government to continue to provide leadership and direction by introducing the Bill to revise the *Waste Diversion Act* as an early priority in the fall session.

Continuous improvement in waste diversion requires action now.

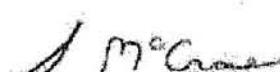
Sincerely,



Peter Hume  
President, AMO



Ken Brothers  
Chair, RPWCO



Sue McCrae  
Chair, MWA

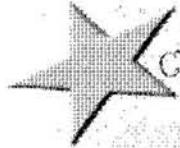
cc. Hon. John Gerretsen, Minister of Environment  
Hon. James J. Bradley, Minister of Municipal Affairs and Housing  
John Vidan, Director, Waste Management Policy Branch, Ministry of Environment  
Jamie MacDonald, Senior Special Advisor, Policy (Waste), Minister's Office, MOE

5(a)

Ontario Good Roads Association

# BOARD BRIEF

JUNE 2010

 Click here for the French Version

## Challenge to Minimum Maintenance Standards

The OGRA Board of Directors meeting that directed staff to proceed with filing a notice with the Ontario Superior Court to oppose the application to have MMS declared null and void and request intervenor status on behalf of Ontario municipalities. The Board also directed staff that a letter be sent to every Ontario municipality requesting support of this action in the form of a 10¢ per-capita contribution to cover legal expenses.

Since the meeting, numerous municipalities have expressed support and contributed to The MMS Litigation Fund. More support and funding are expected as the request works through the normal Council cycle.

Details on the Challenge to MMS and the Litigation Fund can be found on our website at [www.ogra.org](http://www.ogra.org).

## Long Boards and Street Luging

The use of Long Boards and Street Luging is a growing concern on Municipal Roads. OGRA has pressed this concern with the Ministry. In May of this year, OGRA met with the Minister's Office of MTO to further address the issue and concluded that MTO staff is committed to examining the issue. Regrettably MTO decided to take no action. In June, the Board requested that staff respond to MTO's



*2010 - 2011 OGRA Board of Directors*

approach, highlighting the ineffectiveness of the province's approach to managing the issue of long boards and street luging while requesting the province reconsider its position.

OGRA will continue their advocate on this matter and will update our members as details become available.

## Supporting CAA

CAA has launched an online petition allowing Ontarians can demand more money be allocated to getting the province's roads in better shape.

This initiative, raised in the Policy Committee meeting and brought to the Board of Directors, is calling for the province to invest 50% of the HST Gas and Diesel revenue in infrastructure. The Board of Directors is moving forward on this issue and is supporting CAA's call for the near \$1.6 billion in revenue to be allocated to infrastructure renewal.

## OGRA's 5-Year Education Plan

The Board of Directors also approved OGRA's 5-year education program plan. This plan includes several new programs from pavement to winter maintenance to safety with a variety of platforms in which they will be delivered. More details will be available soon.

## Thank you....

The Board of Directors and OGRA staff would like to sincerely thank the County of Wellington, President Paul Johnson and First Lady Paula Johnson for their warmth and hospitality during the hosting of the June 2010 meetings.

## Nouvelles du CA - Juin 2010

### Défi aux normes minimales d'entretien (NME)

Le conseil d'administration de l'OGRA a demandé à son personnel de déposer un avis auprès de la Cour supérieure de justice de l'Ontario s'opposant à la requête d'annulation des NME et demandant un statut d'intervenant au nom des municipalités ontariennes. Le CA a également demandé à son personnel d'adresser une lettre à toutes les municipalités de l'Ontario leur demandant d'appuyer la démarche en versant une contribution de 10¢ par habitant afin de couvrir les frais juridiques. Depuis la réunion du CA, plusieurs municipalités ont témoigné de leur appui en contribuant au fonds du litige relatif aux NME. L'OGRA s'attend à davantage d'appuis et de contributions à mesure que les conseils municipaux prendront connaissance de la requête. Pour plus de détails au sujet du défi aux NME et du fonds de litige, consultez notre site Web au [www.ogra.org](http://www.ogra.org).

### Planches à roulettes et luges de rue

L'utilisation des planches à roulettes et des luges de rue sur les routes municipales cause de plus en plus de soucis aux autorités. En mai dernier, l'OGRA avait exprimé ces inquiétudes au ministère des Transports et elle avait conclu d'une rencontre qu'elle avait eue avec les membres du bureau du ministre pour examiner plus à fond le sujet que le personnel de ce ministère allait s'occuper de la question. Malheureusement, le MTO a décidé de ne pas agir. En juin, le CA a demandé à son personnel de répondre au MTO en mettant en évidence l'inefficacité de l'approche adoptée par la province en ce qui concerne l'utilisation des planches à roulettes et des luges de rue, tout en demandant à la province de reconsidérer sa position. L'OGRA continuera de défendre les intérêts des municipalités sur cette question et avisera ses membres de tout nouveau fait.

### Appui à l'initiative de CAA

CAA a mis en ligne une pétition permettant aux Ontariens de demander à la province d'investir davantage d'argent dans l'amélioration du réseau routier. L'initiative, qui a été examiné par le comité des politiques et soumise au conseil d'administration, demande au gouvernement d'investir dans les infrastructures routières 50 % des revenus de la TVH sur l'essence et le diesel. Le CA va de l'avant sur cette question et appuie CAA qui demande à la province d'allouer 1,6 milliard \$ de revenus au renouvellement des infrastructures.

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Lors de sa dernière réunion, le CA a également approuvé le plan quinquennal du programme d'éducation de l'OGRA. Ce plan comprend plusieurs nouveaux programmes incluant le pavage, l'entretien hivernal et la sécurité en application. Plus de détails seront bientôt disponibles.

*Le CA et le personnel de l'OGRA désirent remercier sincèrement le comté de Wellington, le président Paul Johnson et première dame Paula Johnson pour leur chaleureuse hospitalité lors des réunions du mois de juin dernier*

FROM PICTURE ON PAGE 1:

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

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



# The Corporation of the Town of New Tecumseth

**Mike MacEachern, Mayor**  
Administration Centre  
10 Wellington St. E.  
Alliston, Ontario

5(b)  
Mailing Address:  
P.O. Box 910  
Alliston, Ontario  
L9R 1A1

Web Address: [www.town.newtecumseth.on.ca](http://www.town.newtecumseth.on.ca)  
Email: [mayor@town.newtecumseth.on.ca](mailto:mayor@town.newtecumseth.on.ca)  
Phone: (705) 435-6219 or (905) 729-0057  
Fax: (705) 440-1170

July 21, 2010

Association of Municipalities of Ontario  
Member Municipalities

At its meeting of May 10, 2010, the Council of the Town of New Tecumseth considered the ramifications of the WSI Act as it pertains to the presumptive legislation for firefighters.

Council expressed concern in regard to the grave impacts that the legislation will have on small municipalities with volunteer firefighters particularly in view of the retroactivity of claims. This creates a serious financial liability for small municipalities especially as there are no capping provisions in place at this time.

It was the direction of Council that these concerns be brought to your attention so that further consideration could be given to reducing the hardship on municipalities with volunteer forces and that the Ontario government consider establishing a cap on the municipal portion to be paid in the event of such claims.

We look forward to your favourable consideration in this matter.

Yours truly,

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

Mike MacEachern  
Mayor

cc. Members of Council

RECEIVED	
CITY CLERK	
JUL 28 2010	
NO.:	51724
DIST.:	Mayor C40

Agenda ✓

5(b)



## The Corporation of the Town of New Tecumseth

Moved by:	Councillor Egan	Resolution No:	2010-108
Seconded by:	Deputy Mayor Milne	Date:	May 10, 2010

**BE IT RESOLVED THAT** Report #HR-2010-01 be received;

**AND FURTHER THAT** the Mayor be requested to send a letter to the Premier of Ontario, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO) member municipalities, and the Organization of Small Urban Municipalities (OSUM) expressing concern with the undeterminable significant financial impact that the policy decision regarding Presumptive Legislation for Fire Fighters may have on all municipalities particularly those which are in Schedule 2 of the WSI Act, and particularly having regard for the retroactivity of the legislation, and requesting that the Province establish a cap on the municipal portion payable for such claims;

**AND FURTHER THAT** staff review whether there is an advantage for the municipality to elect to move to WSIB Schedule 1 from Schedule 2 and bring a report forward to Council at a future meeting.

**CARRIED**

*I, Jan Heydon, Deputy Clerk, certify that this is a true and accurate reproduction of Resolution No. 2010-108, passed by the Council of The Corporation of the Town of New Tecumseth, on May 10, 2010, Meeting No. 2010-08.*

Jan Heydon  
Jan Heydon



## The Corporation of the Town of New Tecumseth

5(b)

Mailing Address:  
P.O. Box 910  
Alliston, Ontario  
L9R 1A1

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**ADMINISTRATION DEPARTMENT**

Administration Centre  
10 Wellington St. E.  
Alliston, Ontario

Web Address: [www.town.newtecumseth.on.ca](http://www.town.newtecumseth.on.ca)  
Email: [clerk@town.newtecumseth.on.ca](mailto:clerk@town.newtecumseth.on.ca)  
Phone: (705) 435-6219 or (905) 729-0057  
Fax: (705) 435-2873

June 30, 2010

Dear Municipal Clerk:

At its meeting of June 14, 2010, the Council of the Town of New Tecumseth passed a resolution to circulate a petition in opposition to the HST to be signed by our residents and forwarded to the Legislature for consideration. The resolution is as follows:

2010-118 Moved by Councillor Stone  
Seconded by Councillor Smith

BE IT RESOLVED THAT the verbal report of Councillor Stone be received;

AND FURTHER THAT the Additional Information Memorandum of the Clerk/Manager of Administration and Economic Development dated June 14, 2010 be received;

AND FURTHER THAT Council approve the petition substantially in the form attached to this memorandum;

AND FURTHER THAT the petition be placed in all Town offices, community centres, libraries and on the Town website until August 15, 2010;

AND FURTHER THAT the completed petition be forwarded to the Ontario Premier as well as to the Opposition Party;

AND FURTHER THAT AMO member municipalities be advised of this action and encouraged to circulate a similar petition within their own municipalities.

Should your Council wish to distribute a similar petition, to assist you we have attached the petition format that is accepted by the Legislature when considering matters of this nature. Our petition is available in all Town facilities and libraries and has also been circulated to local stores and business owners. It is our intention to collect the petitions after August 15, 2010 for submission to the Provincial government.

Please feel free to contact me should you require any further information in this regard.

Sincerely,

Gayla McDonald,  
Clerk/Manager of Administration & Economic Development

RECEIVED	
CITY CLERK	
JUL 20 2010	
NO.:	51715
DIST.:	Agenda

5(b)

## PETITION

**TO:** The Legislative Assembly of Ontario:-

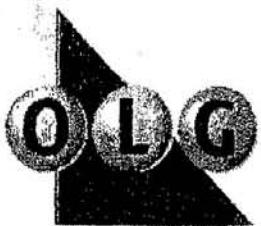
**WHEREAS** Government of the Province of Ontario has entered into an agreement with the Government of Canada to implement the Harmonized Goods and Services Tax;

**AND WHEREAS** the majority of Ontario taxpayers are opposed to implementation of this tax;

**AND WHEREAS** the HST will add 8% to many goods and services where currently only the 5% GST is charged and will result in increased costs for all Ontarians and may create financial hardship for lower income families and individuals.

**WE** the undersigned petition the Legislative Assembly of Ontario as follows: -

That the Government rescind its decision to implement the HST in Ontario.



**CONFIDENTIAL**  
**FAX COVER SHEET**

**ONTARIO LOTTERY AND GAMING  
CORPORATION (OLG)**

4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8  
Ph: 416-224-7047 Fax: 416-224-7002

---

**Date:** July 20, 2010

**To:** Mayor John Rowswell  
City of Sault Ste. Marie

**Fax:** 705-541-7171

**From:** Jake Pastore  
Manager, Municipal and Community Relations

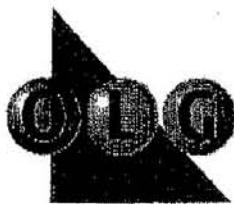
**Message:**

Please note that there will be a financial transaction to your Municipality's account today in the amount of \$373,970.

This transaction represents the quarterly payment of the 5%-2% allocation from April 1 to June 30, 2010 as per your agreement with the Ontario Lottery and Gaming Corporation on the operation of the OLG Casino Sault Ste. Marie. This brings the grand total to \$17,673,764.

Should you have any questions regarding this payment, feel free to contact me directly at 416-224-7047.

5(c)

**NEWS RELEASE**For Immediate Release  
July 20, 2010**OLG DISTRIBUTES \$373,971 TO SAULT STE. MARIE  
TO ASSIST SAULT AREA HOSPITAL AND PHYSICIAN RECRUITMENT**

**SAULT STE. MARIE**— Sault Ste. Marie received \$373,971 today for hosting OLG Casino Sault Ste. Marie. The payment was for the host municipality's first-quarter share of slots revenue (April to June 2010). To date, Sault Ste. Marie has received more than \$17.6 million in non-tax gaming revenue. Payments are made on a quarterly basis according to the government fiscal year, which runs April to March. OLG Casino Sault Ste. Marie opened on May 24, 1999. Since opening, the facility has attracted more than 9.8 million visitors.

"The strong partnership between the City of Sault Ste. Marie and OLG Casino Sault Ste. Marie continues to benefit our community," says MPP David Orazietti. "In addition to the jobs created, the sharing of gaming revenue allows us to continually invest in our community and support important local initiatives."

The City designates its share of slots revenue to support the development of the new hospital and physician recruitment program. The City allocates \$1 million per year from its share of slot revenues towards funding the new hospital – a thirteen year commitment that will benefit the community of Sault Ste. Marie and surrounding area.

In total, OLG issued more than \$18.3 million in first-quarter non-tax gaming revenue payments to 23 host municipalities that host OLG Casinos and OLG Slots-at-racetrack facilities. To date, OLG has distributed \$705.9 million to these host municipalities.

Each municipality hosting an OLG Casino facility receives five per cent of the gaming facility's gross slot machine from the first 450 slot machines and two per cent from any additional machines over that number. Funds are used at the discretion of the municipality.

In 2010/2011, the province will allocate \$120 million in gaming revenue to support charities through the Ontario Trillium Foundation (OTF).

Every year, the Government of Ontario allocates two per cent of gross revenue from slot machines at OLG Casinos and OLG Slots-at-racetrack facilities to the province's problem gambling program for research, treatment and prevention programs. The amount for fiscal 2010/2011 is estimated at \$39 million.

OLG Casino Sault Ste. Marie is owned, operated and managed by OLG.

*5(c)*

OLG is a provincial agency responsible for province-wide lottery games and gaming facilities. Since 1975, OLG lotteries, Casinos, Slots, and Resort Casinos have generated more than \$32 billion for the benefit of the Province of Ontario. Gaming proceeds support Ontario's hospitals, amateur sport, recreational and cultural activities, communities, provincial priority programs such as health care and education, and local and provincial charities and non-profit organizations through the Ontario Trillium Foundation.

**Know your limit, play within it!**

THE ONTARIO PROBLEM GAMBLING HELPLINE 1-888-230-3505  
*Disponible en français*

-30-

**Media Contact:**

**OLG Public Relations**

**(888) 946-6716**

[www.OLG.ca](http://www.OLG.ca)

5(c)

### CASINO REVENUE SUMMARY

#### City of Sault Ste. Marie

#### CITY 5% SLOT REVENUE

	TOTAL	Increase over Previous Year
Total 1999	783,232	
Total 2000	1,292,709	65.0%
Total 2001	1,611,235	24.6%
Total 2002	1,926,143	19.5%
Total 2003	1,915,935	-0.5%
Total 2004	1,870,351	-2.4%
Total 2005	1,577,078	-15.7%
Total 2006	1,455,919	-7.7%

#### 2007

January 1 to March 31, 2007	358,727	
April 1 to June 30, 2007	386,432	
July 1 to September 30, 2007	418,484	
October 1 to December 31, 2007	366,564	
<b>Total 2007</b>	<b>1,530,207</b>	5.1%

#### 2008

January 1 to March 31, 2008	352,418	
April 1 to June 30, 2008	388,382	
July 1 to September 30, 2008	399,403	
October 1 to December 31, 2008	376,837	
<b>Total 2008</b>	<b>1,517,040</b>	-0.9%

#### 2009

January 1 to March 31, 2009	356,734	
April 1 to June 30, 2009	372,517	
July 1 to September 30, 2009	404,405	
October 1 to December 31, 2009	338,643	
<b>Total 2009</b>	<b>1,472,299</b>	-2.9%

#### 2010

January 1 to March 31, 2010	347,646	
April 1 to June 30, 2010	373,970	
<b>Total 2010</b>	<b>721,616</b>	

Total Funds Received since 1999

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,382	1%
2009	356,734	1%	372,517	-4%
2010	347,647	-3%	373,970	0%

	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,518	-12%
2006	386,201	-5%	369,383	-1%
2007	418,484	8%	366,564	-1%
2008	399,403	-5%	376,837	3%
2009	404,405	1%	338,643	-10%

c.c. Clark

5(d)



File No. 9.1.2

June 21, 2010

RECEIVED  
CITY CLERK  
JUL 19 2010

NO.: _____
DIST.: Mayor

Council - 12  
Agenda

**Mayor John Rowswell**  
**Sault Ste. Marie City Council**  
**The Corporation of the City of Sault Ste. Marie**  
**PO Box 580**  
**90 Foster Drive**  
**Sault Ste. Marie, ON P6A 5N1**

Dear Mayor Rowswell and Members of Council;

**RE: 50<sup>th</sup> Anniversary of the Opening of the  
Lake Superior Section of the Trans-Canada**

Wawa and the City of Sault Ste. Marie have had a shared relationship which predates the discovery of iron ore in 1898 in Michipicoten on Helen Mountain which led to the establishment of Algoma Steel by Sir Francis Hector Clergue and the supporting infrastructure which included Algoma Central Railway, Algoma Steamship Lines and the development of the present site of Michipicoten Harbour along with power development. There is a long history including the fur trade era and pre-European contact with a First Nations history dating back thousands of years with Lake Superior and the rivers being the 'highways' of the time.

The Michipicoten mines closed in 1921, ending all iron mining in Canada. It was Sir James Dunn, who had taken over control of Algoma Steel by 1934, who made the decision to reopen the iron mines in Michipicoten just in time for WW2 and re-established Wawa as the modern community it is today. Though the former Algoma Steel made the decision to close the mines in Wawa in 1998, Essar Steel remains a significant property owner within Wawa with significant iron reserves remaining.

As you may know, Sir James Dunn had residences in both Sault Ste. Marie and Wawa. The Eagle's Nest, owned by Essar, remains standing in Wawa, but unfortunately inaccessible, but is designated a historic site under the Ontario Heritage Act. It was through research on that

.../2



P.O. BOX 500, 40 BROADWAY AVENUE, WAWA, ONTARIO, P0S 1K0  
 Telephone: (705) 856-2244, Fax: (705) 856-2120, Website: [www.wawa.ca](http://www.wawa.ca)



Letter - Mayor J. Rowswell, City of Sault Ste. Marie  
Re: 50<sup>th</sup> Anniversary of the Opening of the TransCanada Highway  
June 21, 2010

5(d)

designation that I personally made contact with heritage interests in Sir James' home province of New Brunswick, and with his daughter Anne, by his second marriage, with whom I visited in 2001. Through these contacts I discovered that the original 1947 Sault Ste. Marie civic address to Sir James Dunn is part of a display in Bathurst at the Bathurst Heritage Trust. In 2002, Wawa had a 50<sup>th</sup> anniversary of the municipality heritage display in Wawa which included Sir James' Rolls Royce which he used in St. Andrew's where he had a residence which still exists today.

In 1949 the federal government passed the Trans-Canada Highway Act which provided 50% funding to provinces to choose the route they wanted to be built/upgraded to Trans-Canada highway standards. At that time there was a highway north of the Sault to Agawa and east of Thunder Bay to Marathon (Heron Bay). The gap in between was about 165 miles and much more expensive than an inland route due to the rugged Lake Superior terrain. Highway 11 had been completed in the 1940's.

A 1955 National Geographic Map showed the proposed route along present day hwy 129 north to Chapleau and then essentially following the CPR line west to Marathon. This would have bypassed both Sault Ste. Marie and Wawa (with no road at all like White River) and politicians in both our communities engaged in many lobbying activities, with the result that when the federal government increased its share to 90% construction began on the Lake Superior route as the official Trans-Canada.

Though the Trans-Canada was officially opened in 1962 as commemorated in a plaque at Chippewa Falls, north of Sault Ste. Marie, the opening of the Lake Superior section in Wawa on September 17, 1960 was an event of not only regional significance but of provincial, national and international importance, attended by many dignitaries, including then Premier Frost and both federal and provincial transportation ministers. About 4 thousand cars lined up for the opening. It completed the Lake Superior circle tour and it was at this event that the iconic 'Wawa Goose' was first commemorated, replaced in 1963 with the present aging goose, made from steel from Algoma.

Wawa intends to celebrate the 50<sup>th</sup> year anniversary of this historic event. A committee has been working for some time and a tentative list of events is attached. There will be a re-enactment of the original opening on Friday September 17, 2010 to which the Premier has been invited. Though he has declined, we hope he may reconsider. We are certain that at least some of the appropriate invited federal and provincial cabinet ministers will along with area MP's and MPP's. This event will also be a kick off for the fund raising efforts to replace the present aging goose.

This letter is a formal invitation to Mayor John Rowswell (or designate) to be in attendance and to attend the reception/dinner to follow.

Letter - Mayor J. Rowswell, City of Sault Ste. Marie  
Re: 50<sup>th</sup> Anniversary of the Opening of the TransCanada Highway  
June 21, 2010

We would also welcome any efforts from Council and Sault residents to help celebrate this significant event and to reinforce those traditional ties which have given us so much in common.

Best wishes,



**Mayor Howard Whent, Wawa**

For Further Information Contact:

**Mrs. Lori Johnson, Director, Community Services & Tourism**  
705-856-224 ext 241 [ljohnson@wawa.cc](mailto:ljohnson@wawa.cc)

**Mr. Rod Morrison, Chair/Coordinator, Wawa Community Adjustment Committee**  
705-856-0901 [rmorrison@wawa.cc](mailto:rmorrison@wawa.cc)

**Mayor Howard Whent**  
705-856-2445 (Home) 705-856-224 ext 231 [hwhent@ontera.net](mailto:hwhent@ontera.net)

Attachments:

1. Tentative List of Events as of June 16, 2010-06-20
2. 1955 National Geographic Map showing proposed route & 1951 Wawa protest
3. 1947 Sault Ste. Marie (text) civic address to Sir James Dunn

cc    Members of Wawa Municipal Council  
      L. Johnson, Director of Community Services and Tourism  
      R. Morrison, Chair/Coordinator, Wawa Community Adjustment Committee  
      C. Wray, CAO/Clerk-Treasurer

**Calendar of Events (As of June 16, 2010)**

Historical Displays at the Tourist information Centre	First Nation, Johanna Rowe & Lori Johnson	Develop pictures, facts, and displays to be displayed at the TIC	In Progress	All weekend during TIC Hours
Parade	TIC Staff		Pending	
Reenactment- Ribbon Cutting	Rod Morrison	Ribbon cutting, speeches, dignitary photos, press	In Progress	4-6 p.m.
Rick Mercer	Rod Morrison	Rick interview, goose lift off base	In Progress	All weekend
Dignitaries Invitation List (Tentative in	Mayor Howard Whent & Rod Morrison	Premier McGuinty, Ministers Wynn, Chan, Gravelle & Bradley, Federal Ministers Baird & Clement, MPP Brown & Orazetti, MP Hughes & Martin, Mayors from the region & First Nation Leaders	In Progress	
Dignitary Ceremony	Mayor Howard Whent, Rod Morrison & Lori Johnson	Dinner, special presentations, & entertainment	In Progress	6-9p.m.
SSM Pipes & Drum Band	Julie Mayer	contact pipes & drums band to attend	In Progress	4-6p.m.
Fall Fair	Community Gardens & CDC	contacting organized individuals for displays	In Progress	10-2 p.m.
Farmer's Market	Julie Mayer & Lori Johnson	Community centre parking lot	Confirmed	10-2 p.m.
U.S.W.A. Kids Carnival	Municipality/ Lori	Outdoor carnival at the Community Centre	Confirmed	10-2 p.m.
Artisan Tour	EDC	artist studio tour around Wawa	In Progress	10-4p.m. Tentative
Dinner & Dance Event at the Community Centre	Hospital Foundation	Dinner & Dance to take place at the Com. Centre, live entertainment booked	Confirmed	6 p.m.
Artisan Tour	EDC	artist studio tour around Wawa	In Progress	10-4p.m. Tentative
Golf Tournament	Ron Rody	Ron looking into organization for tournament	In Progress	No time confirmed yet

5(d)

## Civic Address

to  
**SIR JAMES BURN, KCMG**  
on the occasion of a Banquet given in  
honour of him and Lady Burn by the  
citizens of  
Sault Ste. Marie Ontario  
WINDSOR HOTEL  
June 18, 1947

**Sir James:**

The citizens of Sault Ste. Marie, Canada have gathered together here tonight to extend to you an expression of their appreciation for the work you have done in soundly establishing and the expanding the great industry in this District of which you, Sir James, are the head.

We are quite conscious of the extent to which our welfare and prosperity has been and is associated with the success of the Algoma Steel Corporation and its subsidiary Algoma Ore Properties Limited. We are fully aware that the continued prosperity and stability of this city is closely related to and dependent on the soundness and success of these industries....

Your faith in the possibilities for this industry and the soundness of your judgement and your courage in developing them and making them a reality has undoubtedly been the basis of making this city one of the great steel centers of Canada....

Over the years we have followed, at all times with interest and often with concern, your efforts and success in solving the important problems that have confronted you and which have resulted in the ever expanding development and ever widening diversification of the industry. We have not been unaware of the strain and great responsibility resting on you to arranging for and directing this important diversification and expansion....

The keen competitive difficulties that you have had to surmount to secure the business necessary for successful operation are recognized as is also the need for us as citizens to co-operate in all possible ways to assist in meeting such competition. We look to the industry as our industry and the backbone of our prosperity and success....

Your determination to find the required markets for the products of the industry and your refusal to allow obstacles to prevent the finding of these essential markets has been a major factor in its success.... We have a definite cause of civic pride in the existence and operation of this great industry as an integral and vital part of our community life....

We would be very remiss were we not to acknowledge the extent to which we believe Lady Burn has assisted you in your work and efforts. We express our esteem for her and for her gracious personal qualities. We convey our thanks for the interest she has taken in various phases of our community life and for the help she has been to you in your work which has had such far reaching results for all the people of this city. We extend to both of you our thanks, and thoughts, our continued confidence, and our best wishes that you may both be with us for many years to come, to share the happiness and prosperity you have done so much to create....

As a result of your policy of expansion and diversification the industry was ready when our country's war plan called upon us to play an important part in supplying materials that led to victory. As citizens, we share with you a sense of pride in having participated through our steel industry in a very real way in Canada's great war effort....

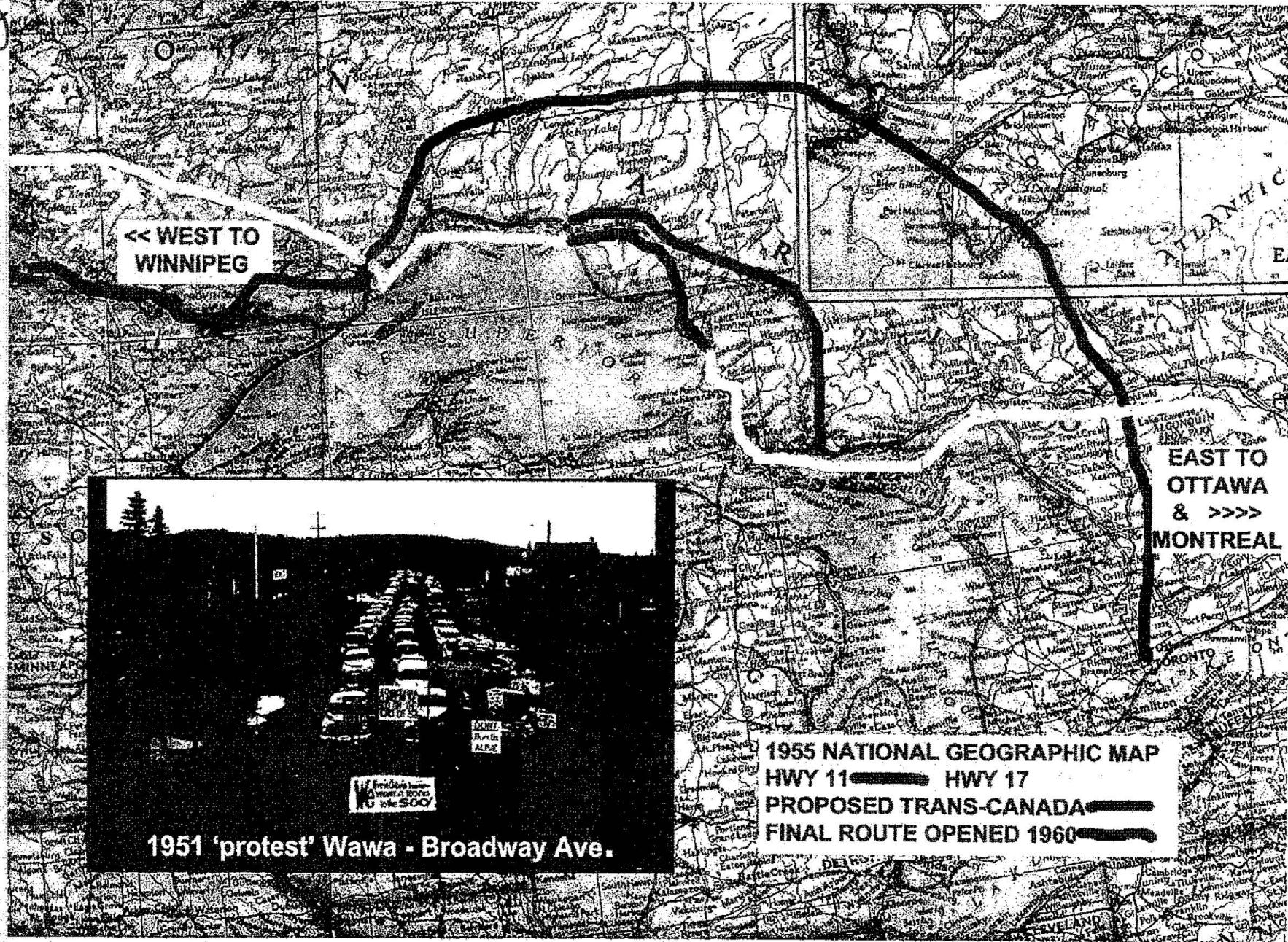
Your vision as to the possibilities of developing the iron ore resources of the Province has resulted in a development of far-reaching importance and opens up fields of production which for years would have lain dormant but for your initiative in pioneering in this important field....

This city is under a lasting obligation to Francis Doctor Gervais for the Gervais "dream" and for his initiative in conceiving the great industrial development at Sault Ste. Marie. You have converted that dream into a splendid reality. We recall the dark days when you first became interested in the control and direction of this industry, when its very survival was in issue, and we are gratified for the contrast of its importance and strength today brought about by your abilities, your actions, and your determination. Your outlook into the future and the possibilities it holds for this city gives us confidence and faith; confidence that you will continue in your efforts that mean so much to us all and faith that in such efforts lies a bright future for our city....

Signed on Behalf of the  
Citizens Committee

W.H.O'Brien  
Chairman

Alexander Sinclair  
Secretary



5(e)

July 12, 2010

Dear City Council,

We are writing today to give suggestion for further options for the Downtown Development Initiative.

First of all, congratulations to council on rolling out a successful program to revitalize the downtown area and with this funding we have definitely seen improvement in the attractiveness of our downtown.

If this initiative is continued, we would appreciate your consideration to include an element of the program which considers accessibility improvements.

As you are aware, the Accessibility for Ontarians with Disabilities Act (AODA 2005) is developing and implementing accessibility standards in all aspects of our communities. The private sector will be impacted beginning in 2012 by the Accessible Customer Service Standards.

What better way for our City to stand behind these standards than by providing an incentive for businesses in the downtown corridor to make their facilities more accessible to all citizens.

Due to the many challenges faced by retrofitting some older buildings, perhaps the grant of \$2000 for architectural design could be enhanced in order to facilitate creative options for the retrofitting.

We appreciate your time and consideration in this matter.

Diane Morrell  
Chair,  
Accessibility Advisory Committee for the City of Sault Ste. Marie

RECEIVED	
CITY CLERK	
JUL 14 2010	
NO.:	51713
DIST.:	CAO
Planning Agenda	



Marine Heritage Centre

May-Sep 12:00-8:00pm Daily

# St. Mary's River Marine Heritage Centre

Station Mall PO Box 23099  
Sault Ste. Marie, Ontario, P6A 6W6  
(705) 256-7447 (256-SHIP)

5(f)

"Operating the Museum Ship Norgoma"

13 August 2010

Malcolm White  
City Clerk  
City of Sault Ste. Marie  
99 Foster Drive  
S.S.M. ON

Re: St. Mary's River Marine Heritage Centre

Good day

Enclosed please find our report for 2010. Hopefully it can be included in the package for Council's August 23<sup>rd</sup> meeting.

Sincerely



Gordon Smedley  
Past Chair, S.M.R.M.H.C.



# St. Mary's River Marine Heritage Centre

5(f)

Station Mall PO Box 23099  
Sault Ste. Marie, Ontario, P6A 6W6  
(705) 256-7447 (256-SHIP)

*"Operating the Museum Ship Norgoma"*

May-Sep 12:00-8:00pm Daily

## St. Mary's River Marine Heritage Centre Museum Ship Norgoma August 2010

### Recent Progress

- reconstruction and water proofing of decks
- painting of hull and superstructure
- top main deck rebuilt to accommodate open air events
- interior fire walls constructed
- interior painting
- partitions for office, gift shop and handicapped washroom constructed
- bed and breakfast rooms built from existing cabins
- demonstration cabins restored
- open seasonally each year for visitors
- provided summer employment for 4-5 students
- provided construction training employment through MTCU programmes
- liaised with Algoma University Library re joint archives
- hosted several day camps, parties and meeting and special events

### INTERN

- seasonally develop student and volunteer work schedules and opening hours
- supervise workers
- complete required governmental reports
- pursue restaurant partnership
- increase local visibility
- broaden Board membership with youth theme
- liaise with Bushplane Centre, Museum, Old Stone House, Art Gallery, school boards
- liaise with tourism Sault Ste. Marie and Tourism Ontario
- review 2001 Feasibility Study and confirm intent

5(f)

## **FOR 2010**

- completion of 2 public and 1 handicapped washrooms
- asbestos encapsulated, removed, and inventoried and a management plan developed
- installation of an 8 station self guided audio tour
- The 100 year history of packet and passenger marine service in Northern Ontario is recognized as nationally significant by the federal government. The Norgoma was the last vessel to provide this service. There will be a dedication and plaque unveiling in early 2011.
- Painting of hull
- Painting of interior and exterior details
- Continue interior restorations
- Introductory entrance lobby display
- Pursue a new MTCU programme
- Hire an intern for full time employment

## **GENERAL COMMENTS**

- Ministry of labour would not allow physical restoration and construction until our asbestos management plan was developed and implemented. This was completed in late winter 2010 so washrooms can be completed.
- Limited as to type of events on board by lack of washrooms on board. This will be remedied this year.
- The new self guided audio tour will free students from guide duties to perform restoration and display work.
- The addition of washrooms will allow us to approach restaurants re on board operation and make facilities generally more attractive for meetings, parties and special events.

5(g)

Bianca Berlingieri

**From:** Minister, MOE (ENE) [Minister.moe@ontario.ca]  
**Sent:** August 17, 2010 4:03 PM  
**Cc:** ccu@mah.ontario.ca; jvaccaro@bildgta.ca; pknowles@carletonplace.ca; sdupuis@bildgta.ca  
**Subject:** integration of planning & environmental requirements for infrastructure projects

ENV1283MC-2010-2943

Dear Ms. Pat Vanini, Regional Planning Commissioners, and Municipal Clerks/CAOs:

**RE: Integration of Planning and Environmental Requirements for Infrastructure Projects**

Through Ontario's Business Sector Strategy, under the Open for Business initiative, the Ontario Government has committed to work with the Building Industry and Land Development Association (BILD), municipalities, practitioners and interested parties to implement a more effective process for infrastructure projects.

We have set out commitments to integrate planning and environmental requirements for infrastructure projects. By establishing an open and collaborative relationship between government and key business stakeholders, we will clarify, enhance, facilitate and promote the use of the integration provision in the Municipal Engineers Association (MEA) Class Environmental Assessment (EA) and provide education and outreach support.

My colleague, the Honourable Jim Bradley, Minister of Municipal Affairs and Housing, and I support the use of the existing integration process for the planning of infrastructure projects as an effective tool for businesses and municipalities while maintaining a high level of environmental protection. Under the MEA Class EA, proponents carrying out a municipal project are able to take advantage of an integration provision that allows the relevant assessment work conducted during planning processes to be considered during an environmental assessment. By combining environmental assessment and land use planning requirements into a single process, proponents can streamline their efforts and more effectively meet the requirements of both the *Planning Act* and *Environmental Assessment Act*.

Further, the Ontario Government is enhancing this integration provision to update, clarify and provide a more effective tool for proponents to use when planning municipal projects. The enhanced, integrated process would recognize the inter-relationships among economic, environmental and social factors that are currently considered through existing planning processes. The Government of Ontario promotes the use of integrated land use planning and environmental assessment to develop strong communities, a clean healthy environment and a strong economy.

Sincerely,

John Gerretsen  
Minister

5(h)

GA (Bud) Campbell

97 Queensgate Boulevard

759-9003

budcampbell@sympatico.ca

OBO Queensgate Blvd residents

Friday, July-09-10

RECEIVED	
CITY CLERK	
JUL - 9 2010	
NO.:	57702
DIST.:	JIM/STEVE/JAMIE

James M. Elliott

Commissioner; Public Works & Transportation

Councillors S. Butland & J. Caicco

SUBJECT: REQUEST FOR AN EVALUATION TO INSTALL SPEED HUMPS ON QUEENSGATE BOULEVARD.

This letter, the attached resident list and a signed petition (see below) are submitted to request that Queensgate Boulevard be considered for the technical evaluation (Warrant3) and installation of speed humps or speed platforms at the earliest opportunity.

#### Queensgate Boulevard

- Is a local street situated between Queen Street and Trunk road.
- Is 490 meters long and runs parallel to and north east of Dacey Road
- Has two exits, one to Queen St and one to Trunk Road.
- Has both entrances of Ruscio Crescent joining within its length
- Has 2 school access fenced paths
- Was began in 1993 and completed in 2009

This street has become a cut-through street and a default collector street. In addition to the residents of the street, Queensgate is used by many other residents from other east end streets who travel to and from areas of the city other than the downtown core by accessing Trunk Road. This area includes residents living between Royal York and Fournier Road such as River Road, Parkingworth, Muriel Drive, Taft, Tallon, & Tamarack streets. This traffic also includes many trade vehicles conducting work in any of these areas. This is because Queensgate is a straight-through street versus travelling along Queen Street and up Dacey Road which requires passing through 3 school zones and a 4 way stop intersection. In addition the morning line-ups at Dacey further delay access onto Trunk Road. This problem has been present since half of Queensgate was not officially a street but just a dirt road to Trunk Road and also used by golfers to access to the Golf Course.

Since 2000, residents of Queensgate have tried various means to resolve this serious problem. In meetings with the Planning Department on related issues, we have requested speed

5(h)

bumps or the street be blocked off with a turn around so through traffic would not be possible; we have had police locate cruisers on the street to ticket speeders; we have had radar speed monitors located here to indicate their speed to drivers and have had a meeting with councillors to discuss similar issues.

The problem of Queensgate design was first identified by the Senior Director of Public Works, Maurice G. Kukoraiteis in his 28<sup>th</sup> November 1990 letter to the Planning Director, John Bain, when the initial subdivision application was made. The main portion of his letter stated

*"Caution should be taken in the design of the roadway named 'Queensgate Boulevard'. Given the proposed street pattern, this roadway has a potential of becoming a heavily travelled roadway similar to Dacey Road between Chambers Avenue and Trunk Road."*

**WARRANT 1 - PETITION** - Our petition began on 21st June. The original petition pages are available on request but we wish to contact the remaining 4 residents so that a complete picture is available.

Results of Petition to 9<sup>th</sup> July 2010

• No comment or not wish to sign the petition	7	11%
• <u>NOT IN FAVOUR</u> of installing 'Speed Humps'	5	8%
• <u>IN FAVOUR</u> of installing 'Speed Humps'	49	75%
• Unable to contact TD or away	4	6%
TOTAL number of residents on	65	100%

**WARRANT 2 - SAFETY REQUIREMENTS**

There is a continuous sidewalk on the west side from Trunk Road to Queen Street;

AND

The block length is 490 meters long

**WARRANT 3 - TECHNICAL**

The residents would look forward to a detailed review of the street and the gathering of pertinent data.

**ADDITIONAL SAFETY INFO**

**SCHOOL CROSSWALK NEEDS**

With the increasing number of homes being built on Ruscio Crescent, there is a need for a school crossing at or near the thru crossing from Queensgate to Pinewood school. School

5(h)

crossing signs and similar speed humps would help contribute to both speed reduction and in making the street less appealing to those who use it as a *cut-thru* route.

#### MAIL BOX ACCESS

The critical speed zone is within the middle third of the street that incorporates a slight 'S' turn. In the center of the turn there are no homes on either side and is also where half the residents pick up their mail. This requires crossing the street from the sidewalk side. This area appears to bring out a "Le Mans" feeling in drivers and they often cut the corners which again puts families at risk.

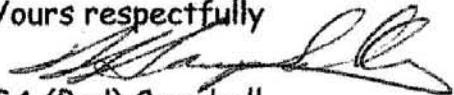
#### CLA GROUP HOME

A Community Living Algoma home situated on Queensgate has indicated their special needs to use the street in place of the sidewalk for patient outings. Two of these are that the sidewalk is too narrow for walking some patients and its condition in some areas make it much harder to negotiate than the smooth gradual grade of the street surface.

The residents of Queensgate Boulevard look forward to working with the city to make this street an example of cooperation between residents and city staff in seeking mutual solutions and resolving beneficial goals.

The completed pages of the petition and a copy of this letter will be dropped off at the City Clerk's office on this date.

Yours respectfully



GA (Bud) Campbell

OBO Queensgate Residents

Copied to      Residents of Queensgate

2010

## Residents of Queensgate Boulevard

5(h)

ADDRESS West	ADDRESS East	LOT #	NAME		PHONE Number
			Last	First	
1    3		25	SHOEMAKER	Steven & Nicole	945-7574
2	2	26	JOHNSON	Ken & Debbie	945-9779
3    7		24	SAUVE	Andre & Rosalie	253-2881
<b>&lt;&lt; Ruscio Crescent South</b>					
4    11		29	HIRVI	Ed	575-7980
5	18	27	HAYES	Randy & Irene	575-3598
6    15		22	DEGREGORIO	Paul & Linda	945-9190
7    19		21	GRELOWSKI	Tom & Sandy	253-9564
8	22	27	HOFFMAN	Rudy & Terry-Ann	253-6295
9    23		20	LUXTON	Mike & Margaret	541-9336
10    26	28	29	PELLINEN	Ron & Henrietta	759-1888
11    27		19	MURPHY	John	945-6707
<b>&lt;&lt; Ruscio Crescent North</b>					
12    31		18	FIACCONI	Ken & Roberta	945-7530
13    35		17	HAFT	Andrea	949-2654
14	38	30	GUALAZZI	Brian & Joanne	945-0524
15    41		16	PIRAINO	Sam & Nancy	759-0541
16    45		15	MORPHET	Kevin & Barb	258-5041
17    49		14	IANNELLI	Nello & Melissa	253-6479
18    53		13	BOUCHER LEMIEUX	Roch Roxanne	253-8141
19    57		12	GOGHILL	Steve & Norma-Jean	946-5990
20    61		11	RUSCIO	Marcella	256-8378
21    65		10	CLUTE	Doug & Joan	946-0554
22	69	9	MISPEL-BEYER GIBOULEAU	Tom Claudette	254-4525
23    81		8	GALLAGHER	Tony & Barb	945-0891
24    89		7	HODGSON	Kevin & Maude	256-1222
25    93		6	GOUGEON	Paul & Cheryl	942-7933
26	116	1	BOISVENUE	Mike & Giselle	946-2752
27    97		5	CAMPBELL	Bud & Mary	759-9003
28	122	2	ATKINS	John & Darlene	759-7890
29    101		4	DOUCETTE	Dave & Sue	254-1056
	126	3	<i>undeveloped</i>		
30    105		1	SPECK	Tracy & Carla	256-8406
	130	12	KYLE ST. GERMAIN	Brian Sandy	
31	109	2	CESTRA	Bruno & Kelly	575-5382
33	134	11	HOPKIN	Colin & Lindsay	256-6601
34    113		3	LAITY	Jeff & Kim	759-0277
35    138		10	TADASHORE	Chuck & Donna	253-0897
36    117		4	CLARKE	Barbara	946-4102
37	142	9	MAIONE	John & Erin	253-2468
38    121		5	DEBOLT	Len & Gayle	759-0318
39	146	8	OCHOA TOMPKINS	Paul Iris	946-4637
40    125		6	DESLOGES	Rob & Tish	759-7651
41	150	7	KENT	Glen & Shirley	253-5885
42	129	1	<i>undeveloped</i>		
43    154		17	FLETCHER	Alain & Lisa	942-9816
43    133		2	SMYTHE	Rik & Krista	575-5059
44	158	16	WILDMAN	Rob & Stacy	759-1396
45    137		3	TIROME	Giroiamo & Lesley	943-4163
46    162		15	HOWE	Bill & Beth	256-2803
47    143		4	BRADBURY	Sean & Ann	253-0426
48	166	14	JOKIC	Leslie	575-0744
49    147		5	BRUNI	Velma	949-1403
50    170		13	KELLEY	Doug & Brenda	575-8147
51    151		6	MARTIN	John	779-1003
52    174		12	CLA Group Home	Christine Gregoire (Mgr)	253-1422
53    155		7	CISTARO	Sam & Kristi	946-0384
54	178	11	ZAGO	Rob & Trish	575-0305
55    159		8	LATOSKI BIN	Travis Amanda	575-0371
56	182	10	SGOURADITIS	Lucas & Jan	575-1353
57    163		9	BOUMA	Jon & Lisa	942-0007
<b>&gt;&gt; East Utility Easement</b>					
58    167		1	MITCHELL	Kevin & Sharon	253-5645
59	186	8	LONGO	Robert	941-8263
60    171		2	LEE	Tom & Alexandra	253-5406
61	190	7	McHUGH	Lisa	206-0544
62    175		3	DeGUIRE	Paul & Norma	575-4782
63	194	6	EUALE	Orlan &	
64	179	4	LaPIERRE	Gules & Maureen	942-8125
65    198		5	BORDIN	Terry	971-6188
<b>&gt;&gt; East Utility Easement</b>					

5(h) 1 of 4

# PETITION TO HAVE PERMANENT SPEED HUMPS INSTALLED ON QUEENSGATE BOULEVARD

Whereas the Council for the City of Sault Ste. Marie has invited residents of Sault Ste. Marie to participate in a trial installation of permanent speed humps, at the city's expense, to help reduce speeders and improve the calming of traffic on residential streets; and

Whereas the residents of Queensgate Blvd have had increasingly serious traffic problems with speeders and other east end residents using the street as a collector access to and from Queen Street and Trunk Road;

We request that the City Council accept this Petition as our application to be considered as a street to participate in the subject trial

Name Of Homeowner(s)	Queensgate Blvd Address	Phone Number	I am IN FAVOUR of having permanent speed humps installed on Queensgate Blvd.	I am NOT IN FAVOUR of having permanent speed humps installed on Queensgate Blvd.
GORDON & MARY CAMPBELL	97	759-9083	<i>Gordon Campbell</i>	
Doreen Doretti	101	254-7056	<i>Doretti</i>	
PAUL GOUIGEON	93	942-7933	<i>Paul Gouigon</i>	
TONY GALLAGHER	81	945-0891	<i>Tony Gallagher</i>	
Tom Mispel-Beyer	69	254-4525	<i>Mispel-Beyer</i>	
Karen Magill	45	256-5011		<i>Karen Magill</i>
JOAN KYE	130	255-2947	<i>Joan Kye</i>	
Andrea Haft	35	949-2654	<i>Andrea Haft</i>	
John Murphy	27	945-6307	<i>John Murphy</i>	
Sandy Czerlowski	19	253-9564	<i>Sandy Czerlowski</i>	
Ed Hirvi	11	575-7780		<i>Ed Hirvi</i>
Randy Hayes	18	575-3578		<i>Randy Hayes</i>
Hennetta Ellison	26	759-1868	<i>Hennetta Ellison</i>	
BARBARA CLARKE	117	946-4102	<i>Barbara Clarke</i>	
Iris Tompkins	146	946-4637	<i>Iris Tompkins</i>	
D. TADASHI	138	253-0897	<i>D. Tadashi</i>	
Lindsay Hopkins	34	256-6000	<i>Lindsay Hopkins</i>	
TERRY Bordin	198	971-6188	<i>Terry Bordin</i>	
Ariana Ochoa	140	946-4603	<i>Ariana Ochoa</i>	
ROBERT LONGO	186	941-8263		<i>Robert Longo</i>
Sean Bradbury	143	253-0426	<i>Sean Bradbury</i>	
BLIND CESTRA	109	575-5382	<i>Blind Cestra</i>	
LISA FLETCHER	154	942-9810	<i>Lisa Fletcher</i>	
Krista Smythe	123	575-5059	<i>Krista Smythe</i>	
Karen Tiens	137	943-4163	<i>Karen Tiens</i>	

5(h) 2 of 4

# PETITION TO HAVE PERMANENT SPEED HUMPS INSTALLED ON QUEENSGATE BOULEVARD

Whereas the Council for the City of Sault Ste. Marie has invited residents of Sault Ste. Marie to participate in a trial installation of permanent speed humps, at the city's expense, to help reduce speeders and improve the calming of traffic on residential streets; and

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Cheryl Gougeon	93	942-7933	Cheryl Gougeon	
Claudette Gibouletan	69	254-4525	Claudette Gibouletan	
Tom Grelowski	19	253-9564	Tom Grelowski	
Ron PELLINEN	26	759-1863	Ron Pellinen	
Paul Ochoa	146	946-4637	Paul Ochoa	
Colin Hopkins	134	256-6601	Colin Hopkins	
Mary Campbell	91	759-9003	M. Campbell	
Dave Denechuk	121	254-7050	Denechuk	
Rain Fletcher	154	942-9810	Rain Fletcher	
John Marlow	157	919-1103	John Marlow	
TRAVIS LATOSKI	159	575-0711	Travis Latoski	
Roberta Fiaccioni	31	945-7530	Roberta Fiaccioni	
Ton Fiaccioni	31	945-2520	Ton Fiaccioni	
MICHAEL LUXTON	23	541-9372	Michael Luxton	
ANDRE SAURE	7	253-2881	Andre Saure	
SAM CISTARO	155	946-0384	Sam Cistaro	
Rob Zago	178	575-0305	Rob Zago	
Alex Lee	171	253-5406	Alex Lee	
Linda DelGregorio	15	945-9190	Linda DelGregorio	
Steven Shoemaker	3	945-7571	Steven Shoemaker	
Don ATKINS	122	759-1890	Don Atkins	
DARLEN Atkins	122	759-1890	Darlene Atkins	
Marcella Ruscio	61	256-6378	Marcella Ruscio	
Grace Basvenue	116	946-2752	Grace Basvenue	
Len Deb It	121	759-0319	Len Deb It	

5(h) of 4

# PETITION TO HAVE PERMANENT SPEED HUMPS INSTALLED ON QUEENSGATE BOULEVARD

Whereas the Council for the City of Sault Ste. Marie has invited residents of Sault Ste. Marie to participate in a trial installation of permanent speed humps, at the city's expense, to help reduce speeders and improve the calming of traffic on residential streets; and

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Name Of Homeowner(s)	Queensgate Blvd Address	Phone Number	I am IN FAVOUR of having permanent speed humps installed on Queensgate Blvd.	I am NOT IN FAVOUR of having permanent speed humps installed on Queensgate Blvd.
Margaret Lufson	23	541-9336	M. Lufson	
Rosalie Souvé	7	253-2881	R. Souvé	
Kristi Cistaro	155	946-0884	K. Cistaro	
Trisha Zago	178	575-0305	T. Zago	
Tom Lee	171	253-5406	T. Lee	
PAUL DEGREGORIO	15	945-9190	P. D. G. R. I. O.	
Roxane Lemieux	53	253-9141	Roxane Lemieux	
TOHADINE BELAID	37	945-0524		
JEFF & Kim Lantz	113	759-0277	Jeff & Lantz	
LISA McHUGH	190	206-0544	L. McHugh	
DOUG KELLEY	170	575-8147	D. Kelley	
MATTHEW KELLEY	170	575-8147	M. Kelley	
1511 Howe	162	256-2803	Giff Howe	
Robert W. Homan	158	759-1396	R. Homan	
Glen H. Kent	150	253-5685	Glen H. Kent	
Kevin J. Henderson	89	256-1222	K. Henderson	
NORMA-JEAN GILL	57	946-5990	N. Gill	
Erin Maione	142	253-2468	E. Maione	
Jen Sgaraditis	158	575-1353	J. Sgaraditis	
Nora Sgaraditis	158	575-1353	N. Sgaraditis	
Sandy St. Germain	130	941-8439	S. St. Germain	
LESLIE JOKIC	164	575-0744	L. Jokic	
VELMA M. BRUNI	147	949-1463	V. M. Bruni	
PAUL DEGIGLURE	175	575-4782	P. DeGiglure	
TRACY SPECK	105	256-6406	T. Speck	



# THE ROYAL CANADIAN LEGION BRANCH 25

5(i)

P.O. BOX 22040 — SAULT STE. MARIE, ON — P6B 6H4  
OFFICE: (705) 945-8721 ~ Lounge (705) 256-6921  
FAX (705) 945-6372

RECEIVED	
CITY CLERK	
AUG 10 2010	
NO.:	51730
DIST.:	

City of Sault Ste. Marie  
Municipal Clerk  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6

To Whom It May Concern:

Regarding: Extension of Liquor Permit # 44404 September 9<sup>th</sup> through 16<sup>th</sup>, 2010

Please be advised that the Royal Canadian Legion Branch 25 in Sault Ste. Marie will be hosting: a) the Annual Horseshoe tournament on Saturday August 21, 2010 and b) the Ladies Auxiliary Convention for the period September 9<sup>th</sup> through 16<sup>th</sup>, 2010 at their location 96 Great Northern Rd., Sault Ste. Marie, Ontario

As per the AGCO application, we require a letter from you that states "no objection" to the extension. The letter may be sent to the above address attention R. Rouleau.

If you have comments or concerns, please contact the writer at (705) 942-5386 or (705) 542-2238.

Sincerely

Ron Roleau, 1<sup>st</sup> Vice-President  
Royal Canadian Legion Branch 25

5(j)



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: CANADIAN LOUNGE

Contact Person: ALBERT MARRELLI Telephone No. 705 253-3257 (w)

Name of Event: SLOW PITCH BALL TOURNAMENT (Bankers League)

Date(s) of Event: SAT AUG 28 1/01 Site: STRATHCLARE PARK

Times of Event: 10:00AM - 5:00PM Location: STRATHCLARE PARK

Times of Beer Garden: 11:00 AM - 8:00PM

YOLMEN HOLDINGS

Name of Permit/Licence Holder

X Albert Marrelli

Signature of Permit/Licence Holder

410 Pin St.

Address of Permit/Licence Holder

253-3257 (work)

Telephone/E-Mail

Albert Marrelli

Name of Identified Designate

Albert Marrelli

Signature of Identified Designate

113 Green Ave

Address of Identified Designate/Telephone

abbie, 4@shaw.ca

Telephone/E-Mail

1. Sault Ste. Marie Police Service

R. Lucci

Signature of Official

2. Sault Ste. Marie Fire Services  
Fire Prevention Office

P

Signature of Official

3. Algoma Public Health  
Environmental Health

D. W. M.

Signature of Official

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

M. McEwan

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(j)

PAGE 2 OF 2

CITY OF SAULT STE. MARIE

APPENDIX B-2B

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

#### INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED

Name of Group/Organization: CANADIAN LOUNGE

Contact Person: ALBERT MACRELLI Telephone #: 253-3257 WORK

Name of Event: SLOW PITCH TOURNAMENT

Date(s) of Event: SAT Aug 28/10 Site: STRATHCLAIR PARK

Times of Event: 10:00 AM - 5:00 PM Location: STRATHCLAIR PARK

Times of Beer Garden: 11:00 AM - 8:00PM

YOLMEN HOWARDS ALBERT MACRELLI

Name of Permit/Licence Holder ALBERT MACRELLI Name of Identified Designate

X Albert Macrelli Albert Macrelli Signature of Identified Designate

80 CANADIANA DR (H) 113 Green Ave (H) Address of Permit/Licence Holder Address of Identified Designate

949 4158 (H) 253-3257 (W) 945 1127 (H) 988-4289 Telephone/E-Mail Telephone/E-Mail

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

Number of event staff X Number of shifts = \_\_\_\_\_ event staff

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

1.	<u>ANITA NORDAREN</u>	<u>000 426 000180</u>
2.	<u>ALBERT MACRELLI</u>	<u>960 719 4545 798</u>
3.	<u>MACY LEE JOHNSON</u>	<u>960 713 866 578</u>
4.	<u>SHANNON CORNELL</u>	<u>0104 180 0233 3</u>
5.	<u>RICKY MACRELLI</u>	<u>960 713 8739 11</u>
6.	<u>CHEISTINE MCEWAN</u>	<u>0609 2930 1615</u>
7.		
8.	<u>ERIC PARKER</u>	<u>140293 SECURITY</u>
9.	<u>CLAUDE EDOGAR</u>	<u>04101 821 7079 SECURITY</u>
10.	<u>MARK DIXON</u>	<u>074473 SECURITY</u>

Number of Security/Control Persons Required: \_\_\_\_\_

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



5(j)

## APPENDIX D

CITY OF SAULT STE. MARIE  
PERMIT/LICENCE HOLDER AGREEMENT FOR THE SERVING OF ALCOHOL

Name of Group/Organization: CANADIAN LOUNGE

Contact Person: ALBERT MARCELLI Telephone No. 253-3257 (w)

Name of Event: Slow Pitch Tournament

Date of Event: SAT AUG 28/10

Site: STRATHCLAIR SPORTS COMPLEX

Location: STRATHCLAIR SPORTS COMPLEX

YOLMEN HOWARD ALBERT MARCELLI

Name of Permit/Licence Holder SO GRASSHOPPER C.R.S (H) 410 PM ST (W) Name of Identified Designate 113 Glen Ave

Address of Permit/Licence Holder 949 4158 (H) 253 3257 (W) Address of Identified Designate 945 1127 abbie.y@shaw.ca

Telephone & Email  Telephone & Email

CERTIFICATION:

- 1) The Permit/Licence Holder and/or organization has received and reviewed a copy of the City of Sault Ste. Marie Alcohol Risk Management Policy with the appropriate staff representative.
- 2) The Permit/Licence Holder agrees to adhere to the conditions of this policy and the Liquor Licence Act of Ontario.
- 3) The Permit/Licence Holder understands that if an infraction of the Policy occurs, the City may warn or suspend the organization from using the facilities for a period of one year.
- 4) The Permit/Licence Holder understands they can be held liable for injuries and damage arising from failing to adhere to the Liquor Licence Act of Ontario, or from otherwise failing to take action that will prevent foreseeable harm from occurring.
- 5) The Permit/Licence Holder understands that the Police and/or Liquor Licence Inspector can lay charges for infractions of the Liquor Licence Act of Ontario or other relevant legislation.

SIGNATURE:

Executive Officer	Position	Date
-------------------	----------	------

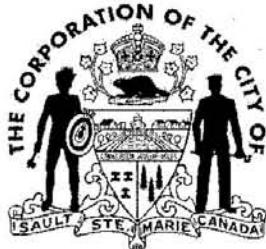
Executive Officer	Position	Date
-------------------	----------	------

Permit/Licence Holder	Date
-----------------------	------

Identified Designate	Date
----------------------	------

C.S.D. Representative	Position	Date
-----------------------	----------	------

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



5(m)

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](mailto:j.fratesi@cityssm.on.ca)  
[b.berlingieri@cityssm.on.ca](mailto:b.berlingieri@cityssm.on.ca)

2010 08 23

Mayor John Rowswell and  
Members of City Council  
Civic Centre

**RE: STAFF TRAVEL REQUESTS**

Dear Council:

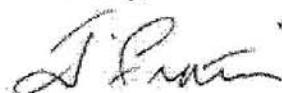
The following staff travel requests are presented to you for approval:

1. **William Freiburger – Finance Department**  
MFOA Annual Conference  
September, 2010  
Markham, Ontario  
Estimated total cost to the City - \$ 1,542.72  
Estimated net cost to the City - \$ 1,542.72
  
2. **Cindy McGoldrick – Social Services Department**  
AMES Conference  
October, 2010  
Huntsville, Ontario  
Estimated total cost to the City - \$ 1,461.75  
Estimated net cost to the City - \$ 730.87
  
3. **Randy Ayotte – Social Services Department**  
AMES Conference  
October, 2010  
Huntsville, Ontario  
Estimated total cost to the City - \$ 1,061.75  
Estimated net cost to the City - \$ 530.87
  
4. **Kim Streich-Poser – Social Services Department**  
NOSDA Face to Face  
September, 2010  
North Bay, Ontario  
Estimated total cost to the City - \$ 522.00  
Estimated net cost to the City - \$ 261.00

5(m)

5. **Nuala Kenny – Legal Department**  
The District Municipality of Muskoka Conference  
September, 2010  
Huntsville, Ontario  
Estimated total cost to the City - \$ 535.00  
Estimated net cost to the City - \$ 535.00
  
6. **Jeff Bowen – Fire Services**  
EMS/ Mechanical Personnel Symposium  
October, 2010  
North Bay, Ontario  
Estimated total cost to the City - \$ 22.00  
Estimated net cost to the City - \$ 320.05
  
7. **Dree Pauzé – Social Services**  
OMSSA Housing & Homelessness Conference  
September, 2010  
Toronto, Ontario  
Estimated total cost to the City - \$ 1272.00  
Estimated net cost to the City - \$ 0.00
  
8. **Larry Kennedy – Engineering & Planning**  
Northern Lights Chapter Meeting  
September, 2010  
Blind River, Ontario  
Estimated total cost to the City - \$ 74.00  
Estimated net cost to the City - \$ 74.00
  
9. **Bryan Bunting - Eni**  
Northern Lights Chapter Meeting  
September, 2010  
Blind River, Ontario  
Estimated total cost to the City - \$ 54.00  
Estimated net cost to the City - \$ 54.00

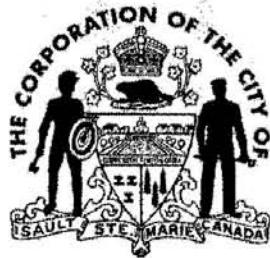
Yours truly,



JMF: bb

Joseph M. Fratesi  
Chief Administrative Officer

Ralph Robertson  
Manager of Purchasing



5(n)  
Finance Department  
Purchasing Division

2010 08 23

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

**Re: Tenders for Equipment - Public Works & Transportation Department**

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

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held July 28, 2010, with Councillor J. Caicco, representing City Council.

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

The budget allocation for this equipment, identified in the 2010 P.W. & T. Equipment Reserve is \$533,000.00 and the total purchase price amounts to \$476,972.79.

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

<u>Item</u>	<u>Supplier</u>	<u>Amount</u>
One (1) 58000 GVW Tandem Truck c/w Plow, Wing, Harness & Dump Box	TMS Truck Centre	\$206,774.18
One (1) Municipal Tractor c/w Snowblower, Pickup Broom & Sickle	Work Equipment Ltd.	\$153,397.50
One (1) Brush Chipper	Vermeer Canada Inc.	\$ 31,640.00
One (1) Vacuum Litter Collector	V-Quip Inc.	\$ 43,145.45

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5(h)

- 2 -

One (1) Diesel Riding Mower  
c/w Front Mower Deck

Northshore Tractor Ltd. \$ 18,841.62

One (1) Diesel Riding Mower  
c/w Front Mower Deck & Leaf Blower

Northshore Tractor Ltd. \$ 23,174.04

This report is submitted for Council's approval.

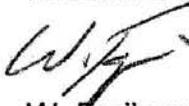
Respectfully submitted,



Ralph Robertson  
Manager of Purchasing

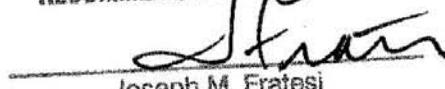
RR:nt  
Attach.

Recommended for approval,



W. Freiburger  
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$215,000.00**

Received: July 28, 2010  
File: 2010WA07

**SUMMARY OF TENDERS  
ONE (1) 58,000 GVW TANDEM TRUCK C/W PLOW, WING, HARNESS & 14' FOUR SEASONS TYPE DUMP BOX**

<b>Firm</b>	<b>Opt.</b>	<b>Make &amp; Model</b>	<b>Delivery</b>	<b>Warranty</b>	<b>Total Tendered Price <u>(Including trade-in and taxes)</u></b>	<b>Remarks</b>
Lakeway Truck Centre Sault Ste. Marie, ON	1	2011 International 7400 SBA 6x4 Strongco Equip. Pkg.	120 w/days	1 year Unlimited Mileage - Truck 7 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$213,564.94	Does not meet specifications Equip. Pkg does not have NSM Cert.
	2	2011 International 7400 SBA 6x4 JC Hydraulics Equip. Pkg.	120 w/days	1 year Unlimited Mileage - Truck 7 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$209,324.05	Meets specifications.
	3	2011 International 7400 SBA 6x4 Gin-Cor Equip. Pkg.	120 w/days	1 year Unlimited Mileage - Truck 7 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$209,266.96	Meets specifications.
TMS Truck Centre Sault Ste. Marie, ON	1	2011 Freightliner M2 106V Gin-Cor Equip. Pkg.	80-90 w/days	2 year Unlimited Mileage - Truck 7 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$208,019.01	Meets specifications.
	2	2011 Freightliner M2 106V JC Hydraulics Equip. Pkg.	80-90 w/days	2 year Unlimited Mileage - Truck 7 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$206,774.18	Meets specifications.

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by TMS Truck Centre, for Opt. 2 be accepted.

Ralph Robertson  
Manager of Purchasing

(3)g

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$170,000.00**

**Received: July 28, 2010  
File: 2010WA08**

**SUMMARY OF TENDERS  
ONE (1) MUNICIPAL TRACTOR C/W SNOWBLOWER, PICKUP BROOM & SICKLE**

<b>Firm</b>	<b>Make &amp; Model</b>	<b>Delivery</b>	<b>Warranty</b>	<b>Total Tendered Price (Including trade-in and taxes)</b>	<b>Remarks</b>
Gin-Cor Industries Mattawa, ON	2010 RPM Cameleon	30 w/days	1 year	\$200,007.74	Does not meet specifications. All Required Attachments not tendered Other Variances
Work Equipment Ltd. Courtland, ON	2010 Trackless MT6	45 w/days	1 year	\$153,397.50	Meets specifications

**Notice of No Bid**  
Tracks & Wheels

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by Work Equipment Ltd., be accepted.

Ralph Robertson  
Manager of Purchasing

(3)(g)

**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**  
**Budget Amount: \$55,000.00**

Received: July 28, 2010  
File: 2010WA09

**SUMMARY OF TENDERS**  
**ONE (1) BRUSH CHIPPER**

<b>Firm</b>	<b>Make &amp; Model</b>	<b>Delivery</b>	<b>Warranty</b>	<b>Total Tendered Price <u>(Including trade-in and taxes)</u></b>	<b>Remarks</b>
Allan Fyfe Equipment Ltd. Concord, ON	2010 Carlton 2012	30-45 w/days	1 year	\$38,742.05	Does not meet specifications. Trailer Tongue does not articulate
Clark-Kavanagh Inc. Bancroft, ON	2010 Morbark M12R	30 w/days	1 year	\$48,914.60	Does not meet specifications. Trailer Tongue does not articulate
G.C. Duke Equipment Ltd. Burlington, ON	2010 Rayco RC1220-100	30 w/days	1 year	\$36,808.62	Does not meet specifications. Trailer Tongue does not articulate
National Supply Centre Sault Ste. Marie, ON				Irregular Tender	
NORTRAX Canada Inc. Lively, ON	2010 Bandit 200XP	60 w/days	1 year	\$36,866.25	Meets Specifications.
Vermeer Canada Inc. Brampton, ON	2010 Vermeer BC150D	30 w/days	1 year	\$31,640.00	Meets Specifications.

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by Vermeer Canada Ltd., be accepted.

Ralph Robertson  
Manager of Purchasing

(31)

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$40,000.00**

**Received: July 28, 2010  
File: 2010WA10**

**SUMMARY OF TENDERS  
ONE (1) VACUUM LITTER COLLECTOR**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including taxes)</u>	<u>Remarks</u>
VQuip Inc. Burlington, ON	2010 Allianz MADVAC 61D	45 w/days	1 year	\$43,145.45	Meets specifications.

Note: Although only one tender was considered, the pricing is deemed to be fair and equitable.

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

It is my recommendation that the tendered price which includes H.S.T. at 13%, submitted by VQuip Inc., be accepted.

Ralph Robertson  
Manager of Purchasing

STC

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$25,000.00

Received: July 28, 2010  
File: 2010WA11

SUMMARY OF TENDERS  
ONE (1) DIESEL RIDING MOWER C/W FRONT MOWER DECK

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including trade-in &amp; taxes)</u>	<u>Remarks</u>
Northshore Tractor Ltd. Echo Bay, ON	2010 Kubota F2680E	5-10 w/days	2 years	\$18,841.62	Meets specifications
Turf Care Products Canada Newmarket, ON	2010 Toro 3280D	20 w/days	2 years	\$24,023.80	Does not meet specifications Not equipped with Cruise Control

**Notice of No Bid**  
Bannerman Limited  
Tracks & Wheels

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by Northshore Tractor Ltd., be accepted.

Ralph Robertson  
Manager of Purchasing

(3) e

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$28,000.00**

**Received: July 28, 2010  
File: 2010WA12**

**SUMMARY OF TENDERS  
ONE (1) DIESEL RIDING MOWER C/W FRONT MOWER DECK & LEAF BLOWER**

<b><u>Firm</u></b>	<b><u>Make &amp; Model</u></b>	<b><u>Delivery</u></b>	<b><u>Warranty</u></b>	<b><u>Total Tendered Price (including trade-in &amp; taxes)</u></b>	<b><u>Remarks</u></b>
Northshore Tractor Ltd. Echo Bay, ON	2010 Kubota F2680E	10-15 w/days	2 years	\$23,174.04	Meets specifications
Turf Care Products Canada Newmarket, ON	2010 Toro 3280D	20 w/days	2 years	\$25,119.90	Does not meet specifications Not equipped with Cruise Control

**Notice of No Bid**  
Bannerman Limited  
Tracks & Wheels

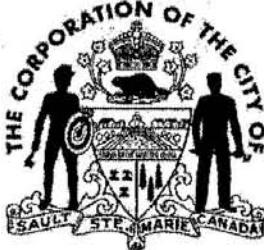
Note: The low tendered price, meeting specifications, is boxed above.

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by Northshore Tractor Ltd., be accepted.

Ralph Robertson  
Manager of Purchasing

5(3)

Ralph Robertson  
Manager of Purchasing



5(n)  
Finance Department  
Purchasing Division

2010 08 23

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

**Re: Tenders for Equipment - Public Works & Transportation Department**

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

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held August 11, 2010, with Councillor Ozzie Grandinetti representing City Council.

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

The budget allocation for this equipment, identified in the 2010 P.W. & T. Equipment Reserve is \$490,000.00 and the total purchase price amounts to \$445,591.92.

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

<u>Item</u>	<u>Supplier</u>	<u>Amount</u>
One (1) 6-Man Crew Cab Asphalt Truck	TMS Truck Centre	\$163,944.41
One (1) Portable Asphalt Recycler	Royal Paving Ltd.	\$135,012.40
One (1) Portable Reclaiming/Trenching Machine	Asphalt Zipper Inc.	\$146,634.11

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson  
Manager of Purchasing

RR:nt  
Attach.

Recommended for approval,

W. Freiburger  
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
P.O. BOX 580 \* CIVIC CENTRE \* SAULT STE. MARIE, ONTARIO, CANADA P6A 5H1  
TEL: (705) 759-5299 \* FAX: (705) 759-1842

Joseph M. Fratesi  
Chief Administrative Officer

**FINANCE DEPARTMENT  
PURCHASING DIVISION**  
**Budget Amount: \$185,000.00**

Received: August 11, 2010  
File: 2010WA17

**SUMMARY OF TENDERS  
ONE (1) 6-MAN CREW CAB ASPHALT TRUCK**

<b>Firm</b>	<b>Make &amp; Model</b>	<b>Delivery</b>	<b>Warranty</b>	<b>Total Tendered Price (including trade-in and taxes)</b>	<b>Remarks</b>
Lakeway Truck Centre Sault Ste. Marie, ON	2011 International 7400 SBA 6x4 Gin-Cor Equip. Pkg	120 w/days	1 year Unlimited Mileage - Truck 3 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$177,408.87	Meets specifications.
TMS Truck Centre Sault Ste. Marie, ON	2011 Freightliner M2 106V Gin-Cor Equip. Pkg.	120 w/days	2 year Unlimited Mileage - Truck 2 year Unlimited Mileage - Engine 1 year - Equip. Pkg.	\$163,944.41	Meets specifications.

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by TMS Truck Centre, be accepted.

Ralph Robertson  
Manager of Purchasing

b3  
b7c

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$130,000.00

Received: August 11, 2010  
File: 2010WA18

SUMMARY OF TENDERS  
ONE (1) PORTABLE ASPHALT RECYCLER

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including taxes)</u>	<u>Remarks</u>
Royal Paving Ltd. Nanaimo, BC	2010 Bagela BA7000F	75-90 w/days	1 year	\$135,012.40	Meets specifications

Notice of No Bid

Tracks & Wheels

Note: Although only one tender was considered, the pricing is deemed to be fair and equitable.

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

It is my recommendation that the tendered price which includes H.S.T. at 13%, submitted by Royal Paving Ltd., be accepted.

Ralph Robertson  
Manager of Purchasing

(3)(g)

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$175,000.00**

Received: August 11, 2010  
File: 2010WA19

**SUMMARY OF TENDERS  
ONE (1) PORTABLE RECLAIMING/TRENCHING MACHINE**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (including taxes)</u>	<u>Remarks</u>
Asphalt Zipper Inc. Pleasant Grove, Utah	2010 Asphalt Zipper AZ500B	25 w/days	1 year/400 hrs	\$146,634.11	Meets specifications.

**Notice of No Bid**

Tracks & Wheels

Note: Although only one tender was considered, the pricing is deemed to be fair and equitable.

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

It is my recommendation that the tendered price which includes H.S.T. at 13%, submitted by Asphalt Zipper Inc., be accepted.

Ralph Robertson  
Manager of Purchasing

6/15

5(0)

William Freiburger, CMA  
Commissioner of Finance  
and Treasurer



Finance Department

2010 08 23

Mayor John Rowswell and  
Members of City Council

**Re: Mayor and Council Travel Expenses  
January 1 – June 30, 2010**

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Attached is a summary of Mayor and Council travel expenses for the period January 1 to June 30, 2010.

This is provided for the information of Council.

Respectfully submitted,

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

W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi  
Chief Administrative Officer

5(0)

Corporation of the City of Sault Ste. Marie  
Finance Department

**Summary of Mayor and Council Travel Expenses**  
**January 1 – June 30, 2010**

**Mayor**

J. Rowswell	Travel – Conference	1,641.40	
	– Other City Business - Meeting	<u>3,416.37</u>	5,057.77

**Councillors**

S. Butland	Travel – Other City Business - Meeting	351.44
J. Caicco	Travel	0.00
D. Celetti	Travel	0.00
F. Fata	Travel	0.00
O. Grandinetti	Travel	0.00
B. Hayes	Travel	0.00
F. Manzo	Travel	0.00
P. Mick	Travel	0.00
S. Myers	Travel	0.00
T. Sheehan	Travel – Conference	1,892.72
L. Tridico	Travel	0.00
L. Turco	Travel – Conference	422.13
	– Executive Meeting	<u>285.72</u>
		707.85

Peter A. Liepa  
City Tax Collector

Tax & Licence Division  
Finance Department

5(p)



2010 08 23

Mayor John Rowswell  
and Members of City Council  
Civic Centre

**RE: Property Tax Appeals**

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

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

A handwritten signature of Peter A. Liepa.

Peter A. Liepa  
City Tax Collector

PAL/md

Attach.

Recommended for Approval:

A handwritten signature of William Freiburger.

William Freiburger  
Commissioner of Finance & Treasurer

A handwritten signature of Joseph M. Fratesi.

RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

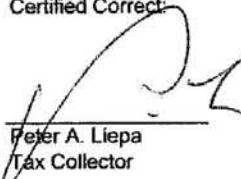
APPLICATION TO COUNCIL TO CANCEL  
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357  
OF THE MUNICIPAL ACT, 2001

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

DATE: 2010 08 23  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
040-023-1158	00013 Abbott Street	Erb Kimberly John	RT	C	09-050	114.36	4.14	118.50

Certified Correct:

  
Peter A. Liepa  
Tax Collector

REPORT TOTAL 114.36 4.14 118.50

- 
- 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

(A) 61

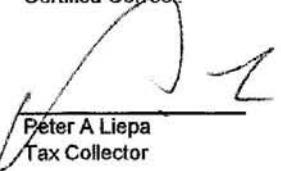
APPLICATION TO COUNCIL TO CANCEL  
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357  
OF THE MUNICIPAL ACT, 2001

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

DATE: 2010 08 23  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
020-008-010	01320 Wellington Street East	Tasse Larry Blain & Diane Olive	RT	D	10-019	92.10	0.00	92.10
020-042-220	00516 Bay Street	Bibba Enterprises Ltd.	RT	D	10-020	362.15	8.62	370.77
020-042-132	00018 King Street	The Pentecostal Assemblies of Canada	CT	B	10-021	435.48	0.00	435.48
020-043-067	00040 Hynes Street	Finck Paul	CT/RT	F	10-022	4,764.88	0.00	4,764.88

Certified Correct:

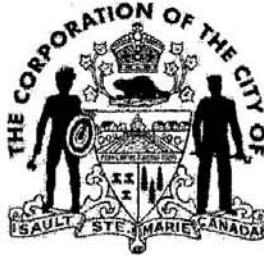
  
Peter A Liepa  
Tax Collector

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

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

(6)g

**Shelley J. Schell, CA**  
Manager of  
Finance and Audits



**Finance Department**

2(9)

2010 08 23  
Mayor John Rowswell and  
Members of City Council

**RE: Ontario Regulation 284/09**

On April 28, 2010 the City's 2010 Annual Budget was approved. The budget, as passed, excluded amortization expenses, post-employment benefits expenses and solid waste landfill closure and post-closure expenses. The 2009 financial statements approved by Council on July 19, 2010 were the first to be reported under the new PSAB 3150 format, which included amortization expenses. Ontario Regulation 284/09 allows municipalities to exclude these expenses from the annual budget, but a report about the effect on accumulated surplus and impact on future tangible capital asset funding requirements resulting from their exclusion, must be submitted to Council and adopted by resolution.

The effect of excluding these expenses in the budget is a reduction in the City's accumulated surplus. Attached to this report is a schedule outlining the effect of each of the excluded expenses.

In preparation of the City's budget funding, for the excluded expenses is as follows:

- 1) Amortization is the asset cost allocated to periods in which it is used. It is partially funded by reserve and capital transfers included in the levy. This allows for current and future asset replacement. A capital allocation is provided in the operating budget to fund capital road construction/improvement, capital equipment replacement and sanitary sewer capital repairs.
- 2) Post employment benefits are based upon an actuarial valuation. The City budgets for the current year actual cost in the operating budget. These costs will fluctuate based upon the average age of our workforce.
- 3) The landfill closure and post closure costs are being partially funded through a reserve transfer included in the levy. New technology may increase the life of the landfill, thus decreasing the current liability. This will be evaluated each year at budget. Future costs will be levied as required. The City has a net reserve of \$5 million available for these expenses as of December 31, 2009.

**RECOMMENDATION**

The Manager of Finance and Audits report be approved for the budget year 2010.

Respectfully submitted,

*Shelley Schell*

Shelley J. Schell, CA  
Manager of Finance and Audits  
attachment

Recommended for approval,

*W. Freiburger*

W. Freiburger, CMA  
Commissioner of Finance and Treasurer

**RECOMMENDED FOR APPROVAL**

*J. Fratesi*

Joseph M. Fratesi  
Chief Administrative Officer

5(q)

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Ontario Regulation 284/09: Budget Restatement  
Year ended December 31, 2010

### **Amortization:**

Amortization estimate for 2010	\$ (12,800,000)
Capital Fund Revenues not included in budget	8,800,000
Reserve/Capital Fund transfers included in budget	8,519,475
Increase to 2010 accumulated net revenue	<u>4,519,475</u>

### **Landfill Closure/Post Closure Expenses:**

Increase to Landfill Closure Liability	\$ (304,698)
Reserve transfer included in budget	1,440,565
Increase to 2010 accumulated net revenue	<u>1,135,867</u>

### **Post Employment Benefits Expense:**

Decrease to 2010 accumulated net revenue	<u>(2,456,540)</u>
--	--------------------

Jerry D. Dolcetti, RPP  
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(r)

2010 08 23

Our File: B-97-09

Mayor John Rowswell and  
Members of City Council  
Civic Centre

#### RE: DESIGN BUILD PROCUREMENT

At the July 19<sup>th</sup> meeting, Council passed a resolution asking staff to review the feasibility of using a design build process for capital projects, initially for road reconstruction but also for other capital work (buildings) and report back to Council on the potential benefits and disadvantages of the design-build approach.

#### Background

The typical design-bid-build construction project involves a three-party arrangement among an owner, design professional and a contractor. As the owner, the City hires a design professional to design and tender the project, and then we hire a contractor to construct it. Typically the designers are retained during construction for contract administration and field inspection primarily to ensure that construction is in accordance with the appropriate standards and specifications.

By contrast, and design-build contract (often referred to as "turnkey") the owner enters into a single agreement with one entity, either a joint venture between a design consultant and a contractor, or a single entity with both design and construction capabilities. In a design-build arrangement the contractor's objective is to satisfy the owner's broad performance specifications rather than construct the works in rigid conformity with design plans and specifications.

#### Discussion

In the traditional design-bid-build three party arrangement, the designer is the owner's representative on site, with no business ties to the constructor. The City is assured the work is inspected and in conformance with design standards and the requirements of the regulatory authorities. In a design-build situation, one integrated firm or a designer contractor team is responsible for both design and construction. In this situation it is necessary for the owner to either provide qualified in-house, on-site representation, or to employ the services of a third party firm to provide inspection services to protect the owner's best interests, given the inherent conflict of interest when a single entity is responsible for both design and construction. This will represent additional cost.

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2010 08 23  
Page two

Design build contracts are typically used for specialized construction and for large, complex initiatives. It is often used to encourage innovation for specialized work and address difficult constructability issues. It is not used in the industry for routine, commonplace capital projects, as constructability is rarely an issue, and there is little room for innovation. It is often one large construction firm that has an in-house engineering department, or a team of contractors and design specialists who compete through innovative proposals to win large scale, specialized contracts. The City considered the design-build model for the East End Wastewater Treatment Plant, and it will be considered for large scale buildings in the future. The City does employ the design-build concept within some of our contracts, where specialized components are required. A recent example of this is the provision of bridges on the Hub Trail through the Fort Creek Conservation Area.

Another advantage of design-build procurement is a shorter project schedule; however, this is rarely an issue with the City's capital road projects as ample time is provided to complete engineering in advance of construction. It makes little sense to add risk to the project when one of the key benefits will not be realized.

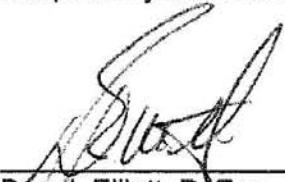
The most practical, cost effective way to complete road reconstruction projects is through the use of a "unit price" contract, as opposed to a "lump sum" contract employed for buildings. The majority of the cost is underground, and there are many unknowns. It would not be practical for a design-build team to submit a price to complete a road reconstruction project given all the underground unknowns. It is entirely likely that in order to mitigate the risk of the unknown factors, the prices provided by the design-build teams will be higher than the current unit price contracts we employ now. If the team underestimates the cost, there is the potential risk of poorer quality construction and materials, and for claims for additional costs due to the unknowns. It would be difficult to hold the contractor to a fixed-price.

We have confirmed with staff at Thunder Bay, North Bay and Sudbury that as expected, they do not use design-build contracts for road projects.

### **Recommendation**

The Engineering Department strongly recommends against employing the design build process for routine road construction or reconstruction projects. It will continue to be considered for large capital projects, as has been done for past projects. It will continue to be used on a periodic basis for specialized components within routine projects, where applicable.

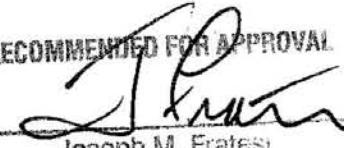
Respectfully submitted,

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

DJE/al

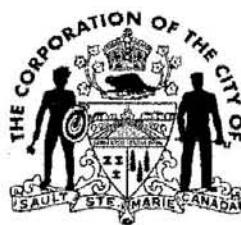
Recommended for approval,

  
\_\_\_\_\_  
Jerry D. Dolcetti, RPP  
Commissioner Engineering & Planning

  
\_\_\_\_\_  
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

5(S)

2010 08 23

Our File: A-99-4-01

Mayor John Rowswell  
Members of City Council

**Re: Pine Street Extension – Northern Avenue to Second Line  
Agreement for Engineering Services**

At the 2010 07 19 meeting, Council approved retaining the firm of Kresin Engineering to provide Engineering Services to complete the construction of the Pine Street extension from Northern Avenue to Second Line. The project is scheduled to be phased in over a period of two years, with completion expected in the fall of 2012.

By-law 2010-147 authorizing the execution of an engineering agreement between the City and Kresin Engineering Corporation can be found elsewhere on Council's agenda and is recommended for approval. The estimated upset limit in the agreement for the services is \$437,700.

Respectfully submitted,

Recommended for approval,

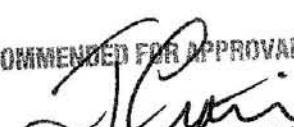
  
\_\_\_\_\_  
Don J. Elliott, P. Eng.  
Director of Engineering Services

  
\_\_\_\_\_  
Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning

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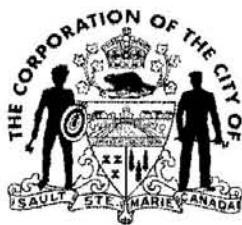
F:\ENGINEERING DATA\COUNCIL\ID\_Elliott\2010\Eng Agreement - Pine Street Extension - 2010 08 23.doc

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

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2010 08 23

Our File: A-09-7-04

Mayor John Rowswell  
Members of City Council

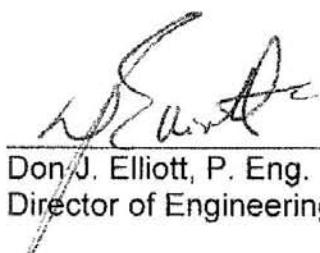
**Re: John Street Reconstruction – Wellington Street to Conmee Avenue  
Agreement for Engineering Services**

At the 2010 07 19 meeting, Council approved retaining the firm of Genivar Consultants for engineering services to complete the reconstruction of John Street between Wellington and Conmee. The project will likely be phased in over a period of two years, with completion expected in the fall of 2012.

By-law 2010-148 authorizing the execution of an engineering agreement between the City and Genivar Consultants can be found elsewhere on Council's agenda and is recommended for approval. The estimated upset limit in the agreement for services is \$715,000.

Respectfully submitted,

Recommended for approval,

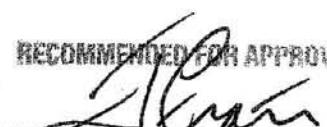
  
\_\_\_\_\_  
Don J. Elliott, P. Eng.  
Director of Engineering Services

  
\_\_\_\_\_  
Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning

/bb

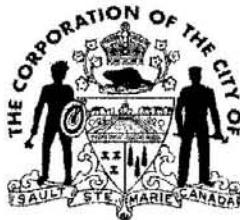
F:\ENGINEERING DATA\COUNCIL\ID\_Elliott\2010\Eng\_Agreement - John Street Reconstruction - 2010 08 23.doc

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

5(u)

2010 08 23

File: 2007 - 7E  
A-03-5-07

Mayor John Rowswell and  
Members of City Council

**Re: Pim Street Sewage Pumping Station  
Project Completion – Engineering Fees**

At the meeting of 2009 03 23, Council was advised that the above project had experienced delays and that substantial completion was achieved on February 3<sup>rd</sup>, 2009. Liquidated damages were being charged against the Contractor in order to cover the additional fees incurred by the City.

The overall project budget was \$4,100,000.

The Engineering Division is now pleased to report that the project is complete with the final payment certificate dated August 5, 2010. Incorporated into the payment is \$117,000 of liquidated damages as previously noted that, we understand, has been agreed upon by the Contractor.

An additional \$21,500 in Consultant fees have been experienced as a result of the additional time required by the Contractor beyond the anticipated completion date of March 2009, to accomplish the remaining deficiencies. This increases AECOM's upset limit to \$631,500, however the additional engineering fees are covered by the liquidated damages.

The project still remains under the project budget at approximately \$4,050,000.

**Recommendation**

The Engineering and Planning Department recommends that this report be received as information and that the upset limit in consulting fees be increased to \$631,500.

Respectfully submitted,

Recommended for approval,

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

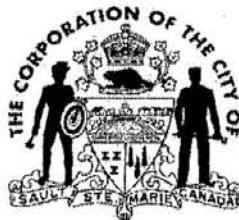
Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department  
*RECOMMENDED FOR APPROVAL*

Joseph M. Fratesi  
Chief Administrative Officer

5(v)

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

2010 08 23

File: B-07-08

Mayor John Rowswell and  
Members of City Council

**Re: Lighting Retrofit at the Public Works and Transportation Dept., Sackville Road**

**Purpose:**

The purpose of this report is to request Council's approval to retrofit and replace lighting located at the Public Works and Transportation Department, Sackville Road site.

**General Information:**

In August 2009, an energy audit was completed for the Public Works and Transportation Department (PWT) on Sackville Road. Buildings that were assessed included the Main Garage, Administration Building, Carpentry Shop, Test Lab and North Storage Garage. This facility covers more than 116,000 square feet, utilizes approximately 1,000,000 kWh of electricity annually with a total cost of more than \$90,000 (pre-tax). The energy audit recommended a number of initiatives to reduce energy consumption, including a lighting retrofit for each building assessed.

Lighting represents 12% of the total energy consumption at PWT, and 41% of the electricity consumption, which is the largest portion. The buildings assessed contain a mix of T8 and T12 fluorescent light fixtures, high-intensity discharge (HID) high pressure sodium light fixtures and HID metal halide light fixtures.

An opportunity exists to upgrade existing T12 fluorescent fixtures to T8 fixtures with electronic ballasts. T8 fixtures typically use 33% less than T12 fixtures and will maintain or improve light levels. T12 lamps and fixtures are also planned to be discontinued and will limit future availability. Replacement of HID high pressure sodium and HID metal halide light fixtures with T5 fixtures will further the reduction in electricity associated with lighting. Fluorescent lamps have a longer life, use less energy, and often improve lighting quality.<sup>1</sup>

Upgrading the lighting in some areas may increase the heating requirements, which will offset some of the costs savings. In this instance, the energy audit outlines an annual electrical cost savings of \$14,286 and an annual net cost savings of \$6,537. As with retrofits in other municipal buildings, including the Civic Centre, long term monitoring and tracking will be required.

<sup>1</sup> I.B. Storey. 2009. Sault Ste. Marie City Works Centre: Comprehensive Energy Assessment.

5(v)

Above and beyond energy and greenhouse gas savings, upgrading metal halide bay lighting fixtures has been identified as a health and safety risk control measure, by the Travelers St. Paul Fire and Marine Insurance Co. consultant. It was suggested that by adding fixtures with covers, hot material produced in the event of a broken bulb would be contained and reduce the risk to workers.

## **Financial Incentives**

Financial incentives are currently available in Ontario for energy efficiency projects.

### *Union Gas Energy Efficiency Building Audit<sup>2</sup>*

The Green Committee applied for and received a \$7,900 incentive from Union Gas for the completion of the energy audit at PWT, Sackville Road site. Given that the incentive was received for an audit at PWT, it is appropriate that the money should be allocated to a project at that site.

### *ecoENERGY Retrofit Incentive<sup>3</sup>*

The ecoENERGY program, ending March 31, 2011, offers financial incentives for energy savings projects on various types of buildings, including commercial and institutional buildings. Municipal buildings, no more than 215,297 square feet and that have received an energy audit appear to qualify for this funding opportunity. The Green Committee would like to explore this further as a possible funding source for the PWT lighting retrofit.

### *ERIP (Electricity Retrofit Incentive Program)<sup>4</sup>*

ERIP is a financial incentive program offered by the Ontario Power Authority for customers of participating LDCs (Local Distribution Company). SSMPUC is a participating LDC in this funding program. One focus of the ERIP program is lighting, including fluorescent lighting systems (T8, T5 and CFL), high-intensity discharge lighting systems, LED exit signs and occupancy sensors. The Green Committee will explore this funding opportunity further with the SSMPUC.

## **Conclusion**

The Green Committee with support from staff at PWT request that \$60,000 in the Green Committee Reserve Fund, in addition to the \$7,900 from Union Gas, be used to leverage additional money from external sources to complete the most comprehensive lighting retrofit possible at PWT. The amount of secured funds will determine the extent of work completed at PWT.

---

<sup>2</sup> Union Gas Limited. *enersmart: Energy Savings Programs*. [Online]. Date Accessed: 09 August 2010. Available at: <http://www.uniongas.com/business/energyconservation/programs/>

<sup>3</sup> Natural Resources Canada. 2010. *ecoENERGY Retrofit Incentive for Buildings*. [Online] Date Accessed: 09 August 2010. Available at: <http://oee.nrcan.gc.ca/commercial/financial-assistance/existing/retrofits/index.cfm>

<sup>4</sup> Ontario Power Authority. 2010. *Commercial Sector – Programs, Incentives, Rebates: Electricity Retrofit Incentive Program*. [Online]. Date Accessed: 09 August 2010. Available at: <http://business.everykilowattcounts.com/com/programs-incentives-rebates.php?pir=ERIP>

5(v)

This project will assist in reducing the corporate carbon footprint, energy consumption and operating costs at PWT. It will continue to fulfill the Green Committee's Terms of Reference and demonstrate to the public that the City is a leader in energy efficiency and conservation.

**Recommendations:**

The Engineering Department recommends that up to \$60,000 be allocated from the Green Committee reserve, to assist in retrofitting and replacing lighting at the Public Works and Transportation Department, Sackville Road site.

Respectfully submitted,

*Madison Zuppa*

---

Madison Zuppa, MES  
Environmental Initiatives Coordinator

Recommended for Approval,

*Jerry D. Dolcetti*

Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

*Joseph M. Fratesi*  
Joseph M. Fratesi  
Chief Administrative Officer

5(w)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



LEGAL  
DEPARTMENT

File No. R.1.2.19

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 08 23

**Re: Follow up to the Presentation to Council by Mr. Michael Goldberg of the Technical Standards and Safety Authority Regarding Signs Disturbing the Soil**

#### PURPOSE

The purpose of this report is to provide to Council some further information regarding the presentation that Mr. Goldberg made to Council at its last meeting regarding signs that disturb the soil, whether it be on private property or public property. Jim Elliott, Andy Starzomski, Malcolm White and I met on August 5<sup>th</sup> as a follow up to that presentation by Mr. Goldberg.

#### ATTACHMENTS:

1. Report from Mr. Jim Elliott, Commissioner of Public Works & Transportation dated July 19, 2010 (without attachments to that report);
2. The two resolutions that were before Council at that meeting, both of which were defeated;
3. An information sheet from Ontario One Call on how to read locate sheets; and
4. The first page of the Ontario One Call web page ([www.on1call.com](http://www.on1call.com)).

## BACKGROUND

Just to refresh Council's memory, the TSSA is the regulator for Regulation 210/01 (as well as other pieces of legislation). Ontario One Call provides locates for gas and Bell. Other locates need to be obtained for PUC, Shaw, and the City (for sewers and traffic light installations). Once a locate is obtained, it is valid for 30 days.

In Sault Ste. Marie, election signs have not been prohibited on City property. However, they cannot be put up until after September 10<sup>th</sup> on City property. The Clerk's Office, as part of its information package to candidates, will provide additional information to candidates regarding the locate requirement.

## COMMENT

The message from Mr. Goldberg was that if there is a sign on City property that does not comply with Ontario Regulation 210/01, the TSSA could look to the City for compliance and possibly charge the City in certain circumstances for a violation of the Regulation. This Regulation will be difficult for City staff to follow up on, especially with the number of signs erected during the municipal election campaign period. In the meeting that staff had in order to see how best to meet the City's obligations under the legislation, it was felt that the following procedure would work best.

Since a locate is required from the Department of Public Works & Transportation, it was felt that we should require the person wanting to install the sign on City property to provide proof of the locates obtained from Ontario One Call, PUC and Shaw before approaching the City. The City would then review the request for a locate. The turn-around time for a locate at Public Works would be about 3 business days. By following this procedure the staff would know that the signs for which the City has given approval have also been approved by the other utilities.

If a sign has been put up without the required Public Works locate, the Department of Public Works & Transportation would know that the sign has been put up without City approval (and possibly locate approvals from the utilities). At that point, PWT would have a designated person who would remove the signs that have not been approved by the City and possibly the utilities.

This legislation is no doubt going to provide challenges in terms of compliance. However, by adopting the procedure set out in the preceding 2 paragraphs the City would be able to show that it has exercised due diligence in meeting its obligations under the legislation.

5(w)

- 3 -

Perhaps the best way to meet our obligations under the Regulation is to do what quite a few municipalities have done, and that is prohibit election signs on municipal property. However, that is an issue for another day.

This report is for the information of Council. This procedure is the procedure staff feels best protects the interest of the City. Staff will proceed on the basis set out in this report unless otherwise directed by Council.

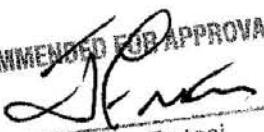
Respectfully submitted,

Lorie Bottos

Lorie Bottos  
City Solicitor  
LAB/dh

Attachments

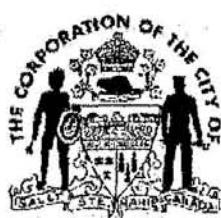
cc: Mr. Malcolm White, City Clerk  
Mr. Jim Elliott, Commissioner, Public Works & Transportation  
Mr. Andy Starzomski, Manager of Traffic

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

Council Reports\2010\Signs & TSSA

*6(7)(a)*  
*5(w)*

J. M. Elliott P. Eng  
Commissioner



Public Works &  
Transportation department

July 19, 2010

Mayor John Rowswell  
And Members of Council  
Civic Centre

**Subject:** Installation of Signs by the Public on City Property

### **Introduction**

This report has been prepared to address the issue of the public installing signs on City property and rights of ways. In order to brief Council on the regulations, a representative of TSSA was asked to attend this Council meeting. Mike Goldberg from TSSA is in attendance to address Council and answer questions.

### **Background**

At the June 4, 2010 Council meeting, staff provided an information report concerning the installing of stakes/pickets by the public on the City's rights of ways (attached report). As a result of this report, staff was to report back to Council on what other municipalities are doing to meet TSSA requirements and whether Sault Ste. Marie can make changes to procedures/by-laws that will satisfy the regulations set out in the Technical Standards and Safety Act.

### **Discussion**

Staff investigated the obligations set out in the Technical Standards and Safety Act (under Ontario Regulation 210/01) as well as reviewed what other municipalities have been doing to meet the regulations.

### ***Requirements of the Law***

The City of Sault Ste Marie like other municipalities must abide by the  
**Technical Standards and Safety Act**  
**Ontario Regulation 210/01**

*5(2)6(7)(a)*

The following is an excerpt from the Act that sets out what we can or cannot do.

**"Ascertaining pipeline locations"**

9.(1) no person shall dig, bore, trench, grade excavate or break ground with mechanical equipment or explosives without first ascertaining from the license holder the location of any pipeline that may interfere with regulation. O. Reg 210/01, S9 (1).

(2) the license holder shall provide as accurate information as possible on the location of any pipeline within a reasonable time in all circumstances.

**No interference with pipeline**

10. No person shall interfere or damaged a pipeline without authority to do so.

Information from "**Guideline for Excavation in the Vicinity of Utility Lines**"

***Definition of mechanical excavation:*** means boring or open cut excavation by means of ***mechanical excavating equipment such as power excavator, earthmover, earth piercing equipment including handheld augers, picks, bars, stakes or any other device that may damage the utility line.*** Please note the regulations require a locate including hand digging applications.

TSSA states the requirements very clearly in an information paper (see attached). The following is from the information paper.

***"Any activity that disturbs the soil, such as digging, driving bars in the ground, or installing underground systems, etc., could damage a pipeline. Their depth may change over time due to erosion or changes in landscape, so do not take any chances even if your activity is relatively shallow."***

***"If you strike a pipeline, alongside the most obvious safety risk to workers and the public at large, you'll be facing a host of costly prosecutions--from the Technical Standards and Safety Authority (TSSA) and the Ministry of Labor (MOL) for starters--which could run you as high as \$50,000 (for an individual), \$1 million (for a Corporation) and imprisonment for a year from TSSA--let alone what other authorities throw at you."***

6(7)(a)  
5(w)

### ***Other Municipalities***

Staff looked at what other municipalities are doing with regard to signage on public property. The following is a table that outlines what cities have been doing with regard signs.

<b><u>City</u></b>	<b><u>Status of Signs on Public Property Rights of Way</u></b>
Barrie	not allowed
Newmarket	allowed
Brantford	not allowed
Thunder Bay	not allowed (process of being implemented)
North Bay	allowed
Windsor	not allowed
London	not allowed
Oshawa	not allowed
Orillia	not allowed
Sudbury	allowed (being discussed)
Hamilton	not allowed
Kitchener	not allowed
Niagara Falls	not allowed
Guelph	allowed

The above information is based on discussions as well as sign by-laws from various cities in Ontario. Some of the by-laws are very strong and clearly state that signs are not allowed on public rights of way while others are vague. The message staff is receiving from the majority of municipalities is that they do not allow signs to be placed on public property. It is understood that along with visibility concerns the major factor is with regard to the Technical Standards and Safety Act that is administered by TSSA.

5(b) 6 (7)(a)

### **The City of Sault Ste. Marie's Sign By-law 2005-15**

Under the Sign By-law 2005-15 the City allows the public to place signs on "public streets" without addressing underground services. The public is required to take out a permit through the Building Division that is reviewed by the PWT Traffic Division. This permit covers visibility issues and does not approve the driving of stakes, iron bars etc. into the ground surface. As noted in the information from TSSA, the City under its present practices is exposed to significant liability (\$1 million fine).

#### **Summary**

- The Technical Standards and Safety Act states that locates must be obtain prior to breaking ground with mechanical equipment i.e. stakes, iron bars etc..
- The placing of signs by the public using stakes, bars etc. that breaks the ground surface, places the City of Sault Ste. Marie in jeopardy of being charged by TSSA. The fines can run as high as \$1000 for an individual and \$1 million for a Corporation.
- The trend with other municipalities is to not allow signage to be placed on public property and rights of way.
- The existing Sign By-law does not address this situation and the public has had no restrictions with regard to driving stakes/pickets into the ground to support signs.

#### **Recommendations**

It is recommended that the Sign By-law 2005-15 and Municipal Elections Signs By-law 2002-16 be revised with the intent that signs which break the ground surface be prohibited on public property or City rights of way.

Respectfully submitted

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

RECOMMENDED FOR APPROVAL

J. F. [Signature] R.R.  
J. J. Eph M. President  
Chief Administrative Officer



## CITY COUNCIL RESOLUTION

5(w)

Agenda Item

6(7)(a)

Date: July 19, 2010

MOVED BY  
SECONDED BY

Councillor  
Councillor

S. Butland  
O. Grandinetti

Resolved that the report of the Commissioner of Public Works and Transportation be accepted and the recommendation that Sign By-law 2005-15 and Municipal Elections Signs By-law 2002-16 be revised with the intent that signs which break the ground surface be prohibited on public property or City rights of way be approved.

CARRIED  
 REFERRED

DEFEATED  
 OFFICIALLY READ NOT DEALT WITH

  
\_\_\_\_\_  
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



# CITY COUNCIL RESOLUTION

Date: July 19, 2010

5(w)  
Agenda Item

6(7)(a)

MOVED BY  
SECONDED BY

Councillor  
Councillor

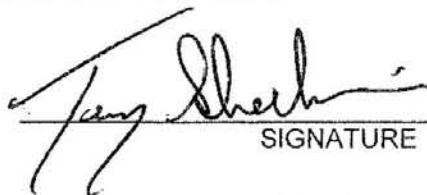
B. Hayes

Resolved that Sign By-law 2005-15 and Municipal Elections Signs By-law 2002-16 be revised with the intent that signs which break the ground surface be prohibited on public property or City rights of way.

"Save and except that those locations approved by City Traffic Division and for which permission has been given based on appropriate utility locates or the style of sign which does not involve the piercing of the ground upon which the sign will be located".  
DEFEATED

CARRIED  
 REFERRED

DEFEATED  
 OFFICIALLY READ NOT DEALT WITH

  
\_\_\_\_\_  
SIGNATURE

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

- 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

Please read this pamphlet before you begin to dig.

Thank you for contacting Ontario One Call.

This pamphlet is designed to help you understand some key pieces of information that you will find on your locate sheet so you can dig safely.

If you have any questions about your locate sheet, please contact the locate service provider listed at the top of the sheet.

### It's important to:

- Read and fully understand your locate
- Make certain the sketch of the located area matches the markings on the ground.
- Hand dig cautiously (with non-mechanical equipment) within 1 metre of locate marks
- DO NOT dig outside the area located on your locate sheet
- Remember that your locate expires in 30 days. If you plan to dig after that date, you'll need to contact Ontario One Call again to request a new locate

**www.on1call.com**  
1-800-400-2255

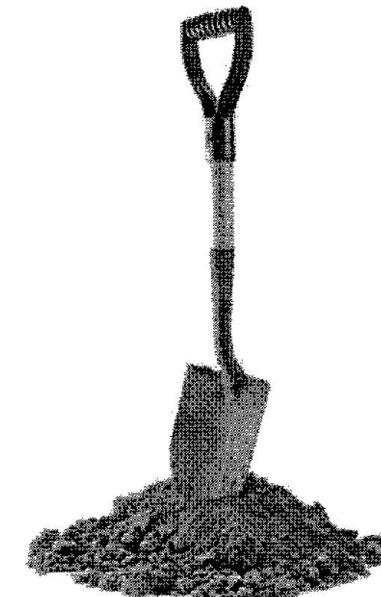
Sample Primary Locate Sheet (Front)		Homeowner & locate service provider negotiated date	Your Ontario One Call Locate Request #	Page Number & Number of Pages
<b>Locate Service Provider Information</b> <b>ABC Locates</b> <input type="checkbox"/> Lassing <input type="checkbox"/> CATV <input type="checkbox"/> Water <input type="checkbox"/> Traffic <input type="checkbox"/> Sewer <input type="checkbox"/> Private <input type="checkbox"/> Hydro <input type="checkbox"/> Telephone <input type="checkbox"/> Gas <input type="checkbox"/> Private  <b>Date you called Ontario One Call to make your request</b> <i>th</i> <input type="text" value="Phone: 555-1234"/> <input type="text" value="Fax: 555-4321"/> <input type="text" value="Revised Date: 05/27/08"/> <input type="text" value="Expiration Date: 05/25/08"/>		<input type="checkbox"/> Homeowner & locate service provider negotiated date  <b>Primary Locate Sheet</b> <b>Line Locate Request</b> <input type="text" value="Request #: 123456"/> <input type="text" value="Phone: 555-1234"/> <input type="text" value="Fax: 555-4321"/> <input type="text" value="Locate Address: 127 Somewhere Street"/> <input type="text" value="City: Toronto"/>  <b>Type of work</b> <i>Installing Fence</i>  <b>Description of work to be performed</b> <i>Please mark from the backyard to front of house on both sides.</i>  <b>Identifies which utilities were located</b> <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Duct <input type="checkbox"/> Other	<input type="checkbox"/> Date that the locate will be completed by the Locate Service Provider  <b>Address of excavation</b>  <b>Additional instructions from the homeowner to Ontario One Call</b>	<input type="checkbox"/> Page 1 of 2
<b>LOCATED AREA: EXCAVATOR SHALL NOT WORK OUTSIDE THE LOCATED AREA WITHOUT OBTAINING ANOTHER LOCATE</b>		<input type="checkbox"/> Prepaid Reference <input type="checkbox"/> Third Party Notification <input type="checkbox"/> Kepp <input type="checkbox"/> NetworkX # _____ <input type="checkbox"/> Byers <input type="checkbox"/> Datalink # _____  <b>Atlas Pictures</b>  <b>Field Notes</b>  <b>Service Sketches</b>  <b>Other</b>		
<b>Method used to mark utilities on the ground</b>		<input type="checkbox"/> Metal Detect <input type="checkbox"/> Gas <input type="checkbox"/> Caution <input type="checkbox"/> Steel <input type="checkbox"/> Plastic <input type="checkbox"/> Copper <input type="checkbox"/> Valve <input type="checkbox"/> Vital Mark <input type="checkbox"/> Telephone <input type="checkbox"/> Cable <input type="checkbox"/> Conduits <input type="checkbox"/> Telephone Fiber <input type="checkbox"/> Gas <input type="checkbox"/> Ductile Glass Vinyl <input type="checkbox"/> Water		
<b>Method of loc marking</b> <input type="checkbox"/> Plumb <input type="checkbox"/> Stakes <input type="checkbox"/> Flags <input type="checkbox"/> Other Stakes <input type="checkbox"/> Chalk <input type="checkbox"/> Ditch (Gas/Yellow, Hydro/Red, CATV/Blue, Phone/Green, Water/Blue)		<b>Type of utility underground</b>  <b>Caution: Locate is VOID after 30 days. For all locate requests including remarks contact Ontario One Call. The method used to mark or locate may be impacted. This is based on information gathered at the time. Any change to location or nature of work requires a new locate. The SCAVAGE ONTARIO does not work around the indicated facility owned facilities may be present in Locate Area, check with property owner.</b>  <b>Documentation given to be used with this locate:</b> <input type="checkbox"/> NCC Excavation/Construction Booklet <input type="checkbox"/> Boc Excavation Guidelines <input type="checkbox"/> Hydro-Electric Excavation Guidelines <input type="checkbox"/> Bell Guidelines for Excavation		
<b>Located by:</b> <i>G. Smith</i> <b>Locate ID:</b> <i>3456</i> <b>Date and Time:</b> <i>05/26/08 13:45</i>  <b>A copy of this Primary Locate Sheet and the Auxiliary Locate Sheet must be on site and in the hands of the DPT during work operations. Should sketch and markings not coincide, a new locate must be obtained.</b> <small>This form revised April 2007</small>		<b>DPT* name, ID #, date and time of locate</b> <b>The locate expires 30 days after this date</b>  <b>Print:</b> _____ <input type="checkbox"/> Mail and Fax <input type="checkbox"/> Letter Size  <b>How the DPT* left you the locate form on your property</b>  <i>(S/E)</i>		
<small>* DPT = Damage Prevention Technician Locator Copyright: Ontario One Call 2006</small>				

**Sample Auxiliary Locate Sheet (Back)**

Type of utility being located with your locate request number	Date the locate was completed	Page Number & Number of Pages
<b>ABC Locates</b>	Auxiliary Locate Sheet	Page <b>2 of 2</b>
Locating for <input checked="" type="checkbox"/> AC/TV <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input checked="" type="checkbox"/> Gas	Date <b>05/26/08</b> Request # <b>123456</b>	Your Ontario One Call Locate Request #
Phone (416) 293-7350 Fax (416) 293-7230 Email: <a href="mailto:locates@gevachcan.com">locates@gevachcan.com</a>		
Building location of Service Marker (Specify Building Number)		
<b>Printed description of Located Area</b>		
EXCAVATOR SHALL NOT WORK OUTSIDE THE LOCATED AREA WITHOUT OBTAINING ANOTHER LOCATE		
From <b>EBL 129 Somewhere Street</b> To <b>WBL 125 Somewhere Street</b>		
From <b>15 m N of NBL 127 Somewhere Street</b> To <b>1m S of SBL 127 Somewhere Street</b>		
NOTES Buildingline - BL - Driveline - DL - Elevated - E - Ground - G - Manhole - M - Mobile - MO - Curb/Sidewalk - CS - Sewerline - SL - Rearway - RW - Pedestrian - P - Telephone Cable - T - Conduit - C - Overhead Power - OSP - Gas Meter - GM - Gas Service - GS - Gas Valve - GV - Hydrant - HY - Transformer - TR - Fence - F - North - N - South - S - East - E - West - W -		
HAND DIG WITHIN 1' ± 0.20' AS MEASURED HORIZONTALLY FROM THE FIELD MARKINGS. DEPTH VARIES AND MUST BE VERIFIED BY HAND DIGGING <input type="checkbox"/> LOCATED AREA HAS BEEN ALTERED AS PER		
<b>IMPORTANT</b> - Do not dig outside the area located on this sheet		
The Locate Area is in <b>BOLD</b> and must be the same as the written Locate Area Description in the Caller's Remarks section from page 1		
<small>This form valid only with the primary locate form. This sketch is not to scale. Any privately owned services within the located area have not been marked - check with service / property owner.</small>		
<small>A copy of this Auxiliary Locate Sheet and the Primary Locate Sheet, must be on site and in the hands of the machine operator during work operations. Should sketch and markings not coincide, a new locate must be obtained.</small>		
<small>This form revised April 2007 When Excavator stops Yellow - Office Copy</small>		

## IMPORTANT INFORMATION

Please review carefully before you start digging!



(e)(1)

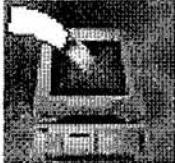


# Ontario One Call 1-800-400-2255

CALL BEFORE YOU DIG

[Home](#) [Guide for Members](#) [Guide for Homeowners](#) [Guide for Excavators](#) [About ON1Call](#) [Feedback](#) [Damage Prevention](#) [FAQ](#) [Member Login](#)

[Click Here for](#)



[Online Locate WebTicket!!!](#)

[Click Here for your  
TICKET STATUS](#)



Locate Requests?  
Phone: 1-800-400-2255

## Welcome!!!

"Ontario One Call Ltd." or "ON1Call", is a private corporation formed in 1996 to establish a call centre to receive excavator locate requests within the Province of Ontario and to notify the members with underground facilities in the vicinity of the dig site.

### Vision Statement

To reduce damages to underground facilities and promote safe excavation practices through the operation of a state of the art One Call Centre for all facility owners in Ontario.

### Mission Statement

We will accomplish this by:

- Increasing membership & understanding our member needs
- Maintaining a mutually healthy alliance relationship with our service providers
- Focusing on providing a cost-effective and high quality service to stakeholders
- Promoting damage prevention initiatives in Ontario and Industry wide
- Providing an open and dependable communication channel for all stakeholders
- Enhance call centre operational excellence through consistent, repeatable processes
- Adopt best practices

[Memo from the Ontario One Call Board of Directors - Re: Third Party Locate Requests - May 2010](#)

What's New  
**NEW**  
At ON1Call



Calendar  
Of Events



### Special Events in the Calendar:

#### ORCGA 2011 Damage Prevention Symposium - To Be Announced

Please click the logo for more info.



#### CGA Annual Meeting - Mar. 8th-10th, 2011 - Orlando, Fl.

Please click the logo for more info.



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LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



5(x)  
LEGAL  
DEPARTMENT

FILE NO.: L.7.1.

REPORT TO: Mayor John Rowswell  
and Members of City Council

REPORT FROM: Lorie A. Bottos  
City Solicitor

DATE: 2010 08 23

SUBJECT: COUNCIL RESOLUTION OF JUNE 28<sup>TH</sup> REGARDING  
ABANDONED SHOPPING CARTS

#### PURPOSE

The purpose of this report is to respond to the following council resolution:

"Whereas shopping carts are removed from supermarkets and taken to places of residence; and Whereas in many cases, it has become quite evident that these carts are left abandoned on City streets, on boulevards and ditches; and Whereas many cities have addressed this problem that has been referred to as "3-D graffiti"; Therefore Be It Resolved that staff review this matter and report back to Council with alternatives to deal with this problem. "

This resolution was moved by Councillor Fata and seconded by Councillor Tridico.

#### COMMENT

I asked Police Chief Davies and Jim Elliott, Commissioner of Public Works and Transportation for their comments on the resolution and specifically whether in their experience abandoned shopping carts are posing a danger to motorists on city streets or in other ways have created a nuisance.

The comment from both Chief Davies and Jim Elliott is that they do not have reports of these abandoned carts being a nuisance or a traffic hazard. Certainly there are carts abandoned from time to time across the City. The few carts that are abandoned can be unsightly. However staff does not feel that the issue is

5(x)

serious enough to warrant a bylaw being brought in to require store and shopping center owners to put a mechanism in place to prevent these shopping carts from being removed from the property or face prosecution.

### RECOMMENDATION

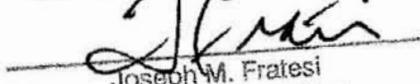
The recommendation from staff is that no action be taken at this time. If the issue of abandoned shopping carts does become a problem we can revisit the matter.

Respectfully Submitted,



Lorie A. Bottos  
City Solicitor

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

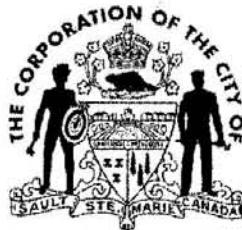
LAB/cf

council reports/2010reports/abandoned shopping carts aug23.10

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



5(y)  
LEGAL  
DEPARTMENT

FILE NO. P-2010-3

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2010 08 23

**SUBJECT:** **LANE CLOSING APPLICATION  
WILDING PARK SUBDIVISION**

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

The first lane lying north of Wallace Terrace and west of Wilding Avenue, Wilding Park Subdivision, Plan 6541.

There are existing utilities in the lane and we are prepared to recommend the closing and conveyance of this lane subject to the retention of an easement for a buried telephone line.

For your information and convenience a plan showing the subject laneway is attached. By-law 2010-143 and By-law 2010-144 have been prepared for your consideration and appear elsewhere on your agenda. By-law 2010-144 is before council for first and second reading this evening.

Respectfully Submitted,

A handwritten signature in black ink that appears to read "Lorie Bottos".

L. A. Bottos  
City Solicitor

LAB/da  
attachment

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that appears to read "Joseph M. Fratesi".  
Joseph M. Fratesi  
Chief Administrative Officer

5(y)

### STREET

ronica							
VL SSM	607-057-01	VL SSM	607-055	SF	135	139	157
SF	SF	SF	SF	SF	129	131	
607 056	606	2F	SF	SF			
608	A	606	604	602	600		

### AVENUE

126	130	134	136	138	140	142	144	148	154	156	160	160	16*
SF													
SF													
SF													
SF													
SF													
570	566	564	562	558									

### AVENUE

128	134	136	138	144	146	148	152	156	160	160	16*	163	SF
SF	SF												
SF	SF												
SF	SF												
SF	SF												
SF	SF												
556	554	552	550	548	546	544							

### STREET

809	609	607	605	603	601	597							
A	2F	SF	SF	SF	SF	VL							
COM													
606-225													
SUBECT LANE	157												
4F		SF	SF	SF	2F								
20	548	546	A	544	542	540							

### WILDING

561	559												
CHURCH	RECTORY												
110	APT.	APT.											
	11F	11F											
109													

### CARUFEL

553	551	549	545	543									
2F	2F	SF	SF										
118	120	VL											
SF													
SF	SF	SF	SF	SF									
115	117	119	123										
RAD.	SERV.												
534													

### Mc FADDEN

541	VC	537											
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606	-009												
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SF													
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SF													
VL	O												
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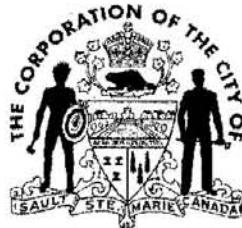
### WALLACE TERRACE

5(2)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



LEGAL  
DEPARTMENT

FILE No.: 2010-57(Z)

REPORT TO: Mayor John Rowswell  
and Members of Council

REPORT FROM: Lorie A. Bottos  
City Solicitor

DATE: 2010 08 23

SUBJECT: PALMER CONSTRUCTION GROUP – A-5-10-Z – 2325  
GREAT NORTHERN ROAD –BY-LAW 2010-57

The Ontario Municipal Board hearing was held on Wednesday, August 4th, 2010 before Board Member Snizek. The hearing was on Mr. Agnew's appeal to zoning By-law 2010-57 which Council passed on March 8, 2010 to allow a portable asphalt plant on property at 2325 Great Northern Road.

Mr. Agnew appeared on his own behalf. Palmer Construction was represented by Frank Provenzano who called as witnesses Larry Jackson of Genivar and Colin Liddiard of M.R. Wright and Associates. I called Peter Tonazzo to give the planning evidence. After hearing the evidence from Mr. Agnew and the expert witnesses Board Member Snizek dismissed the appeal. Mr. Snizek felt that all the concerns of Mr. Agnew had been addressed in the zoning, will be addressed as part of site plan control or were without foundation. There was no expert evidence called by the appellant to contradict the evidence called by the City and Palmer Construction.

Respectfully submitted,

Lorie A. Bottos  
City Solicitor

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

LAB:on

c.c. Peter Tonazzo, Planner, Engineering & Planning

Staff/on/Palmer Construction Group/2010 08 23/on

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](http://www.cityssm.on.ca)

5(aa)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



LEGAL  
DEPARTMENT

FILE NO.: B.2.1

REPORT TO: Mayor John Rowswell  
and Members of City Council

REPORT FROM: Lorie A. Bottos  
City Solicitor

DATE: 2010 08 23

SUBJECT: MINIMUM MAINTENANCE STANDARDS AND THE REQUEST  
FROM ONTARIO GOOD ROADS ASSOCIATION

#### BACKGROUND

The attached letter from the Executive Director (J. W. Tiernay) of Ontario Good Roads Association appeared on the June 28 council agenda. In the letter OGRA is asking for a contribution towards funding OGRA's participation in a lawsuit in which the Province's Minimum Maintenance Standards are being challenged by plaintiffs in a case involving the Regional Municipality of York.

In Sault Ste. Marie we have not yet adopted the Minimum Maintenance Standards. However the Commissioner of Public Works and Transportation is working on a report dealing with Minimum Maintenance Standards. Minimum Maintenance Standards used to be applicable only to highways but in February of this year were expanded to include sidewalks.

What Minimum Maintenance Standards do is if a municipality can show that it has met the requirements in the Minimum Maintenance Standards and has records to prove that it has met those standards, that becomes a complete defence to a lawsuit against the municipality regarding road (and now sidewalk) maintenance.

Some municipalities have used the standards successfully to defend against an increasing number of lawsuits involving municipalities. Although Council took no action on OGRA's request on June 28 Council may want to consider participating by way of contribution towards the OGRA litigation fund. The City of Timmins did

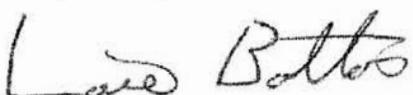
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contribute .10 cents per capita (ABOUT \$4,500) while North Bay pledged \$1000.00.

## RECOMMENDATION

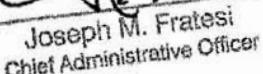
My recommendation to Council is that the City of Sault Ste. Marie show its support for the Minimum Maintenance Standards by agreeing to contribute \$1000.00 towards the MMS Litigation Fund.

Respectfully Submitted,



Lorie A. Bottos  
City Solicitor  
LAB/cf

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

Attachment

c.c. Jim Elliot, Commissioner of Public Works and Transportation

council reports/2010reports/Ontario Good Roads Association-MMS aug23.10



*Working for Municipalities*

5(aa) 5(e)

**ONTARIO  
GOOD ROADS  
ASSOCIATION**

6355 KENNEDY ROAD, UNIT 2  
MISSISSAUGA, ONTARIO L5T 2L6  
TELEPHONE 905-795-2555  
FAX 905-795-2680  
[www.ogra.org](http://www.ogra.org)

June 16, 2010

City of Sault Ste. Marie  
Box 580, 99 Foster Drive,  
Sault Ste. Marie, ON P6A 5N1

Attention: John Rowswell,  
Mayor

Dear Mayor Rowswell:

As you know, the Minimum Maintenance Standards (MMS) were created to help Ontario municipalities manage their risk from legal action stemming from personal injury on municipal roads. Unfortunately, claims are repeatedly brought against road authorities for personal injury and property damage alleging inadequate maintenance of roads, signage or failing to provide proper winter deicing, sanding and/or plowing. The MMS have been very successful in defending against these claims. If the municipality can show that they were following the minimum level of maintenance set out in the regulations, plaintiffs are often discouraged from proceeding with their claims either by their lawyers or upon presentation of proof in discovery. Further, upon making it to the Courts, usually with a claim for catastrophic injury, the courts have been looking for the compliance with MMS with regards to municipal liability.

Recently an application was filed with the Superior Court of Justice to have the Minimum Maintenance Standards declared null and void. This application has been filed by individuals who have also filed suit against a municipality for a winter related accident. The municipality is attempting to defend the action, in part, by proving that they were in compliance with the Minimum Maintenance Standards.

The application to have an order declaring the MMS null and void, if successful, will have huge implications for all Ontario municipalities. Municipalities, who are exercising due diligence and maintaining their roads in good repair, or providing excellent winter maintenance, will no longer have a viable defence against spurious claims of liability. With no viable defence, claims that might otherwise be thrown out will continue onto expensive trials and old claims could possibly be re-filed. The courts may once again start awarding large settlements which will result in higher insurance premiums for municipalities. For this reason the Ontario Good Roads Association is filing notice with the court that we wish to oppose the application on behalf of our municipal members.

**RECEIVED**  
JUN 21 2010  
**MAYOR'S OFFICE**

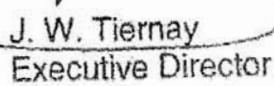
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OGRA does not have the financial resources to defend this application and any subsequent appeals, which potentially could go as high as the Supreme Court of Canada. We are therefore turning to you, our members, to ask you to consider contributing to a "**MMS Litigation Fund**". A small contribution to the fund will greatly assist OGRA in fighting this application on behalf of all our members.

We are suggesting that each municipality consider contributing 10¢ per-capita with the maximum contribution capped at \$50,000 and the minimum being \$1,000. We appreciate that municipal budgets are stretched; however a small contribution now could save significant money in the future. Please feel free to contribute whatever you can to the cause. Any funds not used will be refunded back to contributing municipalities on a pro-rated basis.

Thank you for your consideration of this request. If you have any questions or concerns please contact me.

Yours truly,

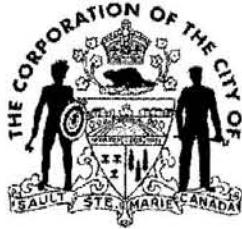


J. W. Tiernay  
Executive Director

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



5(bb)

LEGAL  
DEPARTMENT

File No. P.2.1.9 & P.2.1.9A

REPORT TO: Mayor John Rowswell  
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2010 08 23

**Re: Expanding the Downtown Association Business Improvement Area  
(BIA) to Include the City Centre BIA**

This matter was before Council on July 19, 2010. At that time we also received a letter from the Downtown Association (copy attached) changing its original request to exclude Gore Street. I am enclosing a copy of my report to Council of 2010 07 19.

Notice was placed in the Sault Star on August 14, 2010 and August 21, 2010 and on the City's website, advising interested parties that they may attend as Council will be considering the issue at the next Council meeting on August 23, 2010. Accordingly this matter was referred to tonight's meeting, for council's direction.

Respectfully submitted,

Handwritten signature of Nuala M. Kenny.

Nuala M. Kenny  
Assistant City Solicitor

NMK/da  
enclosure

Recommended for approval,

Handwritten signature of Lorie Bottos.

Lorie Bottos  
City Solicitor

RECOMMENDED FOR APPROVAL

Handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi  
Chief Administrative Officer

5(bb)



## downtown association

Sault Ste Marie, Ontario

THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE

July 30, 2010

JUL 30 2010

LEGAL DEPARTMENT

To: Members of City Council, Lorrie Bottos, Nuala Kenny

Re: File No. P.2.1.9 & P.2.1.9A

Expansion of the Downtown Association Business Improvement Area

The Board of Directors of the Downtown Association wishes to express their appreciation to members of City Council and City Staff for discussing the expansion of the Downtown Association at Council on July 19.

Members of Council expressed concern regarding the addendum forwarded by the Downtown Association on Friday, July 16, whereby the Downtown Association requested the expansion of the boundary of the Downtown along Queen Street East from Dennis Street to (but not including) Gore Street. The original resolution called for the expansion of the Downtown boundary to include all of City Centre (i.e., including Gore Street to Wellington Street).

At the July 19<sup>th</sup> Council meeting, the resolution to expand the boundary of the Downtown was deferred as Members of Council expressed concern about not including Gore Street in the expansion. In addition, some Members of Council did not accept the reasons listed on the addendum (and at Council) that outlined why the Board chose this two-stage process.

The Downtown Board of Directors would like to take this opportunity to provide Members of Council with additional information for their review.

In 2005, the City adopted a larger definition of the Downtown area based on the boundaries of the Downtown Community Improvement Plan. The larger catchment area extends from (St. Marys) river to rail (south to north) and hospital to Huron Street (east to west). The Downtown Association attempted to grow its membership within this newer boundary. Initially, any business located within this catchment area interested in joining the Association was able to do so via an Associate membership. Associate members would have many of the benefits of membership however, they would not be able to vote.

In 2009, the Board of Directors decided to take the growth of its membership to the next level by officially expanding the boundaries of the Association. It was

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believed this approach would treat all Downtown business owners / building owners equally and fairly as every member would have access to all membership benefits and be able to vote. It was also felt that each owner / member would be paying their fair share via the tax levy.

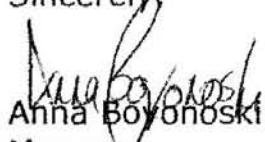
Concerns were raised by the Board and staff regarding amalgamating both the Downtown Association and the entire City Centre in one step. Currently the Downtown Association is not in the financial position to hire additional full or part-time staff, and as a result, the Board felt the best course of action would be grow the Association in stages.

The first stage would involve continuing the boundary of the Downtown Association to include only two additional blocks (ending at Queen Street East before Gore Street). In this way, Board members and staff would be able to provide effective and efficient service both new and current members. And, as the Association grows, some of the monies collected via the tax levy would be dedicated to hiring additional staff which in turn may mean additional growth opportunities.

The Downtown Association is making every effort to improve the Downtown core and have committed significant resources toward this boundary change. The Association, for example, has held consultations with all subject parties involved in the amalgamation process. It is the Board's belief that sufficient support was generating via these consultations to move forward to the next step. Further, the Board believes the growth of the Association will further enhance their improvement efforts.

Thank you for allowing us the opportunity to provide additional information regarding the amalgamation strategy, and we can be reached at the coordinates listed below should you need additional information.

Sincerely

  
Anna Boychukoski  
Manager

cc. Board of Directors of the Downtown Association

5(bb)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



LEGAL  
DEPARTMENT

File No. P.2.1.9 & P.2.1.9A

REPORT TO: Mayor John Rowswell  
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2010 07 19

**Re: Expanding the Downtown Association Business Improvement Area (BIA) to Include the City Centre BIA**

**PURPOSE**

On May 31<sup>st</sup>, 2010, Council passed the following resolution moved by Councillor Tridico and seconded by Councillor Fata:

"RESOLVED that the appropriate staff review the process and steps to be followed to enable a proposed merger of the Downtown and City Centre Business Improvement Areas and report back to Council."

The purpose of this report, therefore, is to outline the process to be followed in expanding the boundary of the existing Business Improvement Area (BIA).

**COMMENT**

By-law 76-419 established the Downtown BIA (formerly the Queenstown Association). It runs from Pim Street to Dennis Street. By-law 85-140 established the City Centre BIA. It runs from Dennis Street to Gore Street and then up Gore Street to Wellington Street. The City Centre BIA has been inoperative since July 2003. The City has now received a request from Anna Boyonoski, the Manager of the Downtown Association, to change the boundary of the Downtown BIA to include the boundary of the City Centre BIA.

5(bb)

The process for amending the boundaries of a BIA is set out in the *Municipal Act*. Boundary changes to a BIA are done by way of by-law (section 209, *Municipal Act*). Before City Council passes a by-law to alter the boundaries it is necessary to give notice. The City is required to give notice of the proposed by-law to the BIA board of management and to every person who on the last revised assessment roll is assessed for rateable property that is of prescribed business class in both the existing BIA and in the area where the new BIA would be created (section 210(1), *Municipal Act*). In Sault Ste. Marie this would include the property owners located in the City Centre BIA.

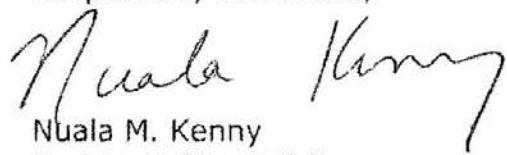
The Act also sets out a process by which people may object to the new boundary of the BIA. If within sixty days after sending notice of intent to pass the by-law the municipality receives objections and the objections are signed by at least one-third of the total number of persons entitled to notice, and in the case of adding to the boundary of the existing BIA the objectors are responsible for at least one-third of the taxes levied on the property in the existing BIA, or the objectors are responsible for at least one-third of the taxes levied on the business property in the newly-proposed area of the BIA the by-law cannot be passed (section 210(3), *Municipal Act*).

Determination as to whether or not such objections have been received is determination for the City Clerk. The Clerk's determination is final. If the Clerk determines that no objections were received or an inadequate amount of objections have been received, the bylaw is passed and the BIA is extended.

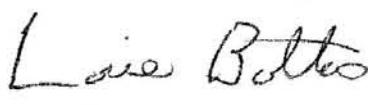
#### **RECOMMENDATION**

This report is provided for the information of City Council. If Council wishes to undertake the necessary steps to amend the BIA a by-law will be prepared and notice shall be given.

Respectfully submitted,

  
Nuala M. Kenny  
Assistant City Solicitor

Recommended for approval,

  
Lorie Bottos  
City Solicitor

NMK/dh

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

5(6b)



## downtown association

Sault Ste Marie, Ontario

July 16, 2010

To: Members of City Council, Lorrie Bottos, Nuala Kenny

Re: File No. P.2.1.9 & P.2.1.9A

Expansion of the Downtown Association Business Improvement Area

The Board of Directors of the Downtown Association wishes to thank Mr. Bottos and Ms. Kenny for their efforts in determining the necessary steps to be followed in expanding the boundary of the Downtown Association.

The Board also wishes to take this opportunity to clarify the request to expand the boundaries of the Downtown Association. The current resolution states that the boundary of the Downtown Association be changed to include the City Centre Business Improvement Area boundary.

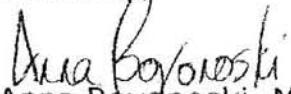
At this time, the Downtown Association is seeking an expansion of its boundary along Queen Street East, from Dennis Street to (but not including) Gore Street. The Board believes in taking a two-step approach during this growth phase to ensure that the Downtown staff and Board of Directors are able to effectively service both new and current members.

The following is a summary of our request:

- a. If municipal legislation requires, to dissolve the City Centre Business Improvement Area boundary;
- b. Expand the boundary of The Downtown Association along Queen Street East from Dennis Street to (but not including) Gore Street.

We are looking forward to growing our Association and thank you for your interest and support. We can be reached at the coordinates listed below should you need additional information.

Sincerely,

  
Anna Boyenoski, Manager

cc. Board of Directors of the Downtown Association

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



5(cc)

LEGAL  
DEPARTMENT

File No. C.1.6.

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2010 08 23

**RE: ST. MARY'S RIVER BRIDGE COMPANY – REQUEST FOR SUPPORT  
FOR A PRIVATE BILL TO FREEZE PROPERTY TAXES AT PRESENT  
DAY LEVELS**

At the May 31<sup>st</sup> Council meeting the attached report appeared on Council's agenda. Council passed the attached resolution. The resolution and report were subsequently forwarded to both Minister of Municipal Affairs and Housing the Honourable Jim Bradley as well as David Orazietti, MPP. Although the Province has not made any commitment to proceeding with the enabling legislation, there has been a request put forward that the resolution from Council be more specific as to the area to which such private legislation would be applicable.

The area to which the enabling legislation would be applicable is property owned by the St. Mary's River Bridge Company located in the area between Huron Street, Albert Street, Carmen's Way and Queen Street. Obviously the legislation would not apply to property within that area not owned by the St. Mary's River Bridge Company.

Respectfully submitted,

A handwritten signature in black ink that reads "Nuala Kenny".

Nuala M. Kenny  
Assistant City Solicitor

NMK/on  
Enclosures

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that reads "J. Fratesi".

Joseph M. Fratesi  
Chief Administrative Officer

Council Reports/2010/St. Mary's River Bridge Company/on.doc

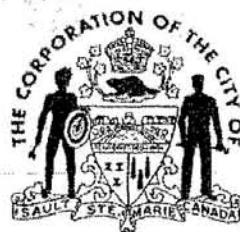
The Corporation of the City of Sault Ste. Marie  
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1  
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405  
[www.cityssm.on.ca](http://www.cityssm.on.ca)

5(cc) 6(5)(a)

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



LEGAL  
DEPARTMENT

File No. C.1.6.

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Nuala Kenny, Assistant City Solicitor

DATE: 2010 05 31

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

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

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

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

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

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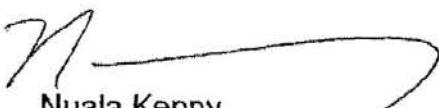
The Company is embarking on a very ambitious project for the redevelopment of the Bridge Plaza. This project involves the acquisition of many more properties and the building of significant buildings on site. The total tax bill will become several times higher than it is today. Under State of Michigan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

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

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

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

Respectfully submitted,



Nuala Kenny,  
Assistant City Solicitor

NK/da

Council Reports\2010\SMRB May 31-10



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer



## CITY COUNCIL RESOLUTION

5(cc)

Date: May 31, 2010

Agenda Item  
6(5)(a)

MOVED BY  
SECONDED BY

Councillor  
Councillor

D. Geletti F. Fata  
T. Sheehan

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

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
-

5(dd)

**Provincial Offences  
Office**



**Denis Desrosiers  
Court Liaison Supervisor  
Provincial Offences Court  
Administration**

August 23, 2010

Members of City Council:

Re: Cancellation of POA courts and appointments of Justice of the Peace

The Provincial Offences Division is currently facing a significant shortage in presiding Justice of the Peace which has now culminated with the cancellation of court sittings. This shortage will continue to impact the number and frequency of POA (Provincial Offences Act) courts and will cause much unnecessary backlogs. Currently POA courts, here in Sault Ste. Marie, sit three times a week.

The Justice of the Peace in addition to the POA courts, also preside over bail and intake courts. We currently only have two Justice of the Peace in Sault Ste. Marie whereas the required number is four. We have been short two Justice of the Peace, for just over 2 years. Without any more judicial appointments, the court sittings in Sault Ste. Marie and within our catchment (from Wawa to Thessalon) area will be impacted by further cancellations.

The cancellations are far reaching and other municipalities including Sudbury, North Bay, Espanola, Cochrane and Timmins have also felt the impact due to judicial shortages. These municipalities are faced similar shortages and without more Justice of the Peace, we will all see court services reduced to the public.

These court cancellations have the effect of causing unnecessary delays for the public as well as very significant court lists where not all matters can be dealt with. Some of those charged may also be facing repercussions from insurance companies, such as premium increases or policy cancellations, while their matters are pending. It is important that courts are held as scheduled and the need then arises for the appointment of more judiciary to cover all courts.

I would ask City Council to put a resolution forward calling on the Attorney General, Chris Bentley, to make some much needed appointments and help provide the citizens of

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Sault Ste. Marie with access to justice. I understand similar resolutions are being brought forward in the other cities affected.

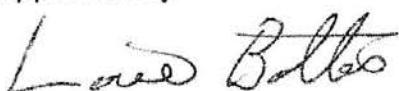
I wish to thank you for your support with the growing problem.

Respectfully Submitted



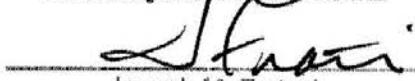
Denis Desrosiers  
Court Liaison Supervisor  
POA Division

Approved by



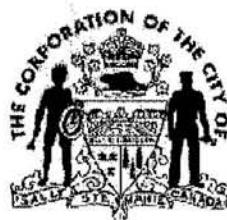
Lorie Bottos  
City Solicitor

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

5(ee)

J. M. Elliott P. Eng  
Commissioner



Public Works &  
Transportation department

August 23, 2010

Mayor John Rowswell  
And Members of Council  
Civic Centre

**Subject: Proposed Traffic Lights at the Second Line/Black Road Intersection**

On February the 22nd 2010 Council pass the following resolution:

Whereas traffic on Black Road has been become increasingly heavy, including a high proportion of truck traffic; and

Whereas there is very active residential, commercial and institutional construction in the surrounding area; and

Whereas both residential and commercial users have had inordinately long waits (reported at times to be 7 to 21 minutes) in order to turn north onto Black Road from eastbound Second Line;

Now therefore be it resolved that Council request the Commissioner of Public Works and Transportation to report on the feasibility of traffic lights for the Black Road Second Line intersection.

**Background**

Second Line is a two lane, East-West, urban arterial road. It intersects Black Road (urban section) from the west and forms a key intersection that is presently controlled by a stop sign on Second Line.

*Construction History*

Black Road, south of Second Line as well as the intersection was reconstructed in 1999. As part of the reconstruction, underground equipment was installed in anticipation of traffic lights being required at this intersection.

At this location is the following equipment:

- underground ducts and wires that service the signals
- concrete pole bases and poles

5(ee)

### *Cost to Complete Signals*

In order to complete the traffic signal installation, traffic control equipment is required (controller) as well as traffic heads and arms. The cost to bring the intersection up to an approved signalized system is \$50,000.

### *Intersection Characteristics*

Street Characteristics	Black Road	Second Line
Road Width	15.5m	16.5m
Direction of traffic	North/South	East
Street Status	Main	Minor
Street Classification	Urban arterial	Urban Arterial
Type of Intersection Control	N/A	Stop Sign (West)
AADT (vehicles per 24 hours)	11,000	8,500
Speed Limit (km/hr)	60	70
Streetlights	Yes	Yes
Intersection Configuration	through	Tee

### **Justification/Warrants for Traffic Signals**

The Ontario Traffic Manual states that "**traffic control signals are to be used for the safe control and regulation of the movement of goods and people. Traffic control signals should not be used for traffic calming schemes, or limiting traffic volumes on specific routes, for speed control devices, for demand control devices for the discouragement of motorists and pedestrians for the use of a specific route".**

The Justification/Warrants for "traffic signals" are the following:

- Justification 1-Minimum Vehicles Volumes
- Justification 2-Delay to Cross Traffic
- Justification 3-Combination Warrant
- Justification 4-Collision Experience

For a traffic signal installation to be technically justified, at least **one** of the above justifications must be fulfilled. **Unless one or more of the signal justification are met, the installation of signals would not normally proceed as it would likely result in an increase in overall intersection delay and/or have a negative impact on intersection safety.**

5(ee)

### *Results of study*

Justification/Warrant.	Study Results	Justification/Warrant	
		Minimum	Met
1- Minimum Vehicular Volume	6%	80%	No
2- Delay to Cross Traffic	22%	80%	No
3- Combination Warrant	0%	80%	No
4- Collision Experience	20%	80%	No

**(None of the justifications/warrants were met)**

### **Discussion**

The Traffic Study indicates that none of the justifications/warrants were met for installing traffic control signals at Black Road and Second Line. As part of the review there are other factors that must be taken into consideration.

The Ontario Ministry of Transportation (MTO) has for some time proposed that the Highway 17 East /Second Line connection will come through this intersection. In the most recent discussions, they proposed an overpass in this area that would ultimately eliminate any requirement for signal lights. However, the timelines for this project have been revised a number of times and staff has no definite timeline of when this overpass will be constructed. It could be five years or more before the construction takes place.

With the new hospital opening in March of 2011 there will be increased traffic along Black Road. It is expected that the increased traffic will provide justification for the installation of traffic signals.

Strathclair Field has seen an increased use by the public to a point where traffic has been congested at certain times of the day. Traffic signals at Second Line and Black Road will not control the congestion at the entrances to this facility but they will control traffic movement once it leaves the facility and heads towards this intersection.

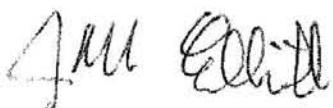
It is the opinion of staff that this intersection should be reviewed in the Spring of 2011. It is expected that with the opening of the new hospital, there will be an increase in the traffic along Black Road and the increase in traffic may provide the justifications/warrants for traffic signals. As a result, it is felt that funds should be set aside in the 2011 Budget for the consideration of having traffic signals installed during the spring or early summer of 2011.

5(ee)

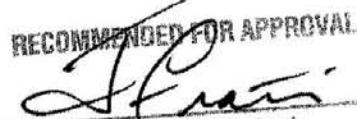
## Recommendations

It is recommended that the intersection of Black Road and Second Line be reviewed in the Spring of 2011 to determine whether traffic warrants justify the installation of traffic signals and that funding to complete the traffic signal installations be considered in the 2011 Budget deliberations.

Respectfully submitted



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

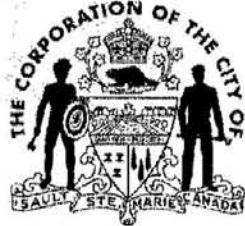
RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

6(5)(a)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
SOLICITOR / PROSECUTOR



LEGAL  
DEPARTMENT

**FILE NO.:** Tax Sale 2007 - Parcel 1

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie A. Bottos  
City Solicitor

**DATE:** 2010 08 23

**SUBJECT:** EASTGATE HOTEL – 874 QUEEN STREET EAST

#### PURPOSE

The purpose of this report is to get direction from Council regarding the property at 874 Queen Street East (the former Eastgate Hotel).

#### ATTACHMENTS

Attached is a copy of my report to Council dated 2010 05 31 and a copy of the Offer to Purchase.

#### BACKGROUND

When the report dated 2010 05 31 appeared on the Council agenda on June 28<sup>th</sup> City Council deferred the matter until August 23<sup>rd</sup> council meeting. The matter is now before Council for further direction.

On July 23<sup>rd</sup> the Legal Department received an offer to purchase 874 Queen Street East. The offer was from Tomasso Petrucci. As of the date of preparation of this report (August 17<sup>th</sup>) this is the only offer received in the Legal Department. The offer was for \$5,000.00 with a \$1,000.00 deposit which has been provided. The offer is subject to four conditions. Three of the conditions do not present a problem. However the fourth condition that requires the City to not assess taxes against the subject lands for 2010 from the date of closing the transaction and 2011 is not acceptable to the Commissioner of Finance and Treasurer. First of all, obviously it is not the City that makes the assessment. The assessment comes from the Municipal Property Assessment Corporation.

6(5)(a)

The annual taxes for the Eastgate would be approximately \$11,700.00. As of August 2010 there is approximately \$113,700.00 owing in municipal taxes. The assessed value is now \$254,000.00 and will rise to \$284,000.00 over the next 3 or 4 years. Any purchaser would be responsible for any liens claimed by the Federal or Provincial governments.

Bill Freiburger reminded me that section 379.15 of the Municipal Act provides that if the property which is the subject of a tax sale is not sold by public auction or vested in the municipality's name within 2 years of the date of the first public sale, the tax sale process has to start over. That 2 years expires in January of 2011.

In the letter that accompanied this offer to purchase from Mike Allemano, Mr. Petrucci's lawyer, he advised that his client "intends to extensively renovate the property to create low income residential units." Further Mr. Petrucci intends to relocate from Belleville to Sault Ste. Marie. In subsequent correspondence that I had with Mr. Allemano his client has agreed to allow the City until August 31 to accept the offer with a proposed closing date of September 17, 2010 (as opposed to the dates in the original offer to purchase which were prior to the August 23<sup>rd</sup> council meeting).

#### COMMENT

The offer to purchase is before Council for Council's consideration. If Council instructs me to accept the offer as is I will so advise Mr. Allemano. If Council wants conditions imposed then I will advise Mr. Allemano that too. Keep in mind that the more conditions that the City requests might result in the City's counteroffer being rejected.

#### DIRECTION

Council direction is sought on the future of the Eastgate.

Respectfully Submitted,



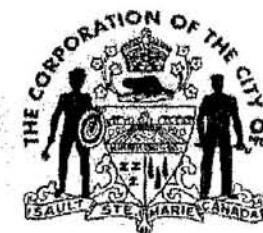
Lorie A. Bottos  
City Solicitor  
LAB/cf

c.c. Bill Freiburger, Commissioner of Finance and Treasurer  
council reports/2010reports/Tax Sale 2007 874 Queen Eastgate aug23.10

6(5)(a)  
6(5)(b)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

File No. 2007 Tax Sale – Pcl 1

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 05 31

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

#### PURPOSE

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

#### BACKGROUND

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

#### COMMENT

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

6(5)(a)  
6(5)(b)

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

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

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

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

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

#### **RECOMMENDATION**

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

Respectfully submitted,



Lorie Bottos  
City Solicitor

LAB/dh

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

6(5)(a)

**OFFER TO PURCHASE  
AGREEMENT OF PURCHASE AND SALE**

**TOMASSO PETRUCCI** ("Purchaser")

having inspected the property, hereby agree to and with **THE CORPORATION OF THE CITY OF SAULT STE.**

**MARIE** ("Vendor")

through ----- No ----- Agent for Vendor ("Agent")

to purchase all and singular the premises situate in the City of Sault Ste. Marie, District of Algoma

known as **874 QUEEN STREET EAST** (herein called the "Property")

being **Lot 1, part of Lot 2, Part of Lots D and E, Plan 310 being PIN 31541-0248**

Registered in the Land Registry Office **ALGOMA**

at the price or sum ("Purchase Price") of **FIVE THOUSAND----- Dollars (\$5,000.00)**

as follows: **ONE THOUSAND----- Dollars (\$1,000.00 )**

cash or certified cheque to the said Agent/Vendor on this date as a deposit to be held in trust pending completion or other termination of this Agreement, and to be credited on account of Purchase Price on closing, and covenant, promise and agree to **pay the balance on closing by certified cheque subject to the usual adjustments.**

**The Purchaser acknowledges and agrees that the property is being sold in an "as is" and "where is" condition without any representations or warranties of any nature or kind by the Vendor with respect to the condition of the said lands and premises.**

**The Purchaser agrees to pay the Vendor's legal fees incidental to the closing of this transaction to a maximum amount of \$1,000.00.**

**The Purchaser acknowledges that the Vendor is selling the subject lands and premises pursuant to the tax sale provisions of the Municipal Act, 2001.**

**The Vendor agrees that property taxes shall not be assessed against the subject lands and premises for the remainder of 2010 and 2011.**

The purchaser and vendor agree that a facsimile transmission copy will constitute a binding offer when signed.

The Purchase Price does not include Goods and Services Tax ("G.S.T.") and Harmonized Sales Tax ("H.S.T.") and, if this transaction is subject to G.S.T. and H.S.T., then applicable G.S.T and H.S.T. shall be in addition to the Purchase Price. All G.S.T. and H.S.T. shall be collected and remitted as required by law. If this transaction is subject to G.S.T. and H.S.T. but the Vendor is not required to collect or remit G.S.T. and H.S.T., the Purchaser agrees to provide on or before closing to the Vendor or Vendor's Solicitor a written certificate in a form reasonably satisfactory to the Vendor or Vendor's Solicitor to the effect that the Vendor is not required to collect or remit the G.S.T. and H.S.T. and shall provide the Vendor with the Purchaser's G.S.T. and H.S.T. registration number, if applicable, failing which the applicable G.S.T. and H.S.T. shall be paid to the Vendor on closing. If this transaction is not subject to G.S.T. and H.S.T., the Vendor agrees to provide on or before closing to the Purchaser or Purchaser's Solicitor a written certificate in a form reasonably satisfactory to the Purchaser or Purchaser's Solicitor certifying that the transaction is not subject to G.S.T. and H.S.T.

The Vendor represents and warrants that during the period of his or her occupancy of the Property and, to the best of his or her knowledge, prior thereto, no building on the Property has been insulated with urea formaldehyde foam insulation. This warranty shall survive completion of this transaction. All fixtures shall remain with the Property, except:

**NIL**

and the following chattels, the property of the Vendor, shall be included in this sale for the price above-mentioned:

**NIL**

This Offer shall be irrevocable by the Purchaser until 5:00 P.M. on the **30th day of July, 2010** after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchaser at his or her own expense, and the Purchaser not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in Vendor's possession or under his or her control; and provided the same have been complied with, the Purchaser to accept the property subject to Municipal requirements, including building and zoning by-laws, minor easements as above mentioned, and to restrictions and covenants that run with the land.

The Purchaser to be allowed **until the 4th day of August, 2010**, to investigate the title at his or her own expense, and if within that time he or she shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding Municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the property may not be lawfully continued or that the buildings on the Property may not be insured against risk of fire, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest or deduction, and the Vendor and the Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

The Vendor hereby consents to the municipality releasing to the Purchaser details of all outstanding Municipal work orders or deficiency notices affecting the Property.

This Agreement shall be completed on or before the **6th day of August, 2010** on which date vacant possession of the

Until completion of sale all buildings and equipment on the Property shall be and remain at the risk of the Vendor until closed and the Vendor will hold all policies of insurance effected on the Property and the proceeds thereof in trust for the parties hereto, as their interests may appear. In the event of damage to the said buildings and equipment before the completion of the transaction, the Purchaser shall have the right to elect to take such proceeds and complete the purchase, or cancel this Agreement whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys theretofore paid on account of this purchase.

6.(5)(a)

Unearned fire insurance premiums, fuel, taxes, interest, rentals and all local improvements and water rates to be proportioned and allowed to the date of completion of sale.

Transfer/Deed to be prepared at the expense of the Vendor in a form acceptable to the Purchaser's Solicitor, and if Charge/Mortgage is to be given back, same to be prepared at the expense of the Purchaser on a form acceptable to the Vendor's Solicitor.

The Transfer/Deed to be given to the Purchaser shall contain a statement completed by the Vendor and the Vendor's Solicitor pursuant to Section 50 (22) of the Planning Act.

This Agreement shall be effective to create an interest in the real property only if the applicable land division provisions of the Planning Act are complied with, and the Vendor agrees, at this or her expense, to comply with such provisions and to proceed diligently with the application for such compliance.

The Vendor, on or before completion, will produce evidence that he or she is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if he or she is a "non-resident person" will fully comply with the provisions of Section 116 of the said Act prior to completion.

The Affidavit of Residence and of Value of the Consideration required under the Land Transfer Tax Act shall be prepared by the Purchaser.

If the Spouse of the Vendor has not executed this Agreement, the Vendor represents and warrants that the completion of the transaction will not contravene the provisions of the Family Law Act.

This Offer, when accepted by the Vendor, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the Solicitor acting for party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

Each party to pay the costs of registration and taxes on his or her own documents.

This Offer and its acceptance to be read with all changes of gender or number required by the context.

DATED AT ...Sault Ste. Marie..... this ..... 22 ..... day of .....July....., 2010.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

SIGNED, SEALED AND DELIVERED  
in the presence of

*Stucchi Formano* Date \_\_\_\_\_  
**TOMASSO PETRUCCI** Purchaser \_\_\_\_\_

The undersigned, hereby accepts the above Offer and its terms, and covenants, promises and agrees to and with the above -named Purchaser to duly carry out the same or terms and conditions above mentioned, and hereby accepts the deposit of **1,000.00**

The undersigned Spouse of the Vendor hereby consents to the sale of the Property and agrees to join in the conveyance thereof.

DATED at Sault Ste. Marie this day of July, 2010

SIGNED, SEALED AND DELIVERED  
in the presence of:

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

Per:

Date \_\_\_\_\_  
Vendor \_\_\_\_\_

Version

I have authority to bind the corporation

6(6)(a)



2010 08 23

**REPORT OF THE ENGINEERING & PLANNING DEPARTMENT**  
**PLANNING DIVISION**

**TO:** Mayor John Rowswell  
and Members of City Council

**SUBJECT:** Hub Trail Construction  
Waterfront Walkway Extension  
Bushplane Centre Option  
City Contract 2010-6E

At the July 19, 2010 meeting, City Council awarded Contract 2010-6E to Avery Construction Limited, in the amount of \$1,547,365.86 (including HST). This contract includes all materials, labour and equipment necessary for the construction of the Hub Trail from the existing Clergue Park waterfront path, continuing along the southern side of Bay Street to lower Pim Street. The trail will continue at lower Church Street, and follow along the waterfront at the current hospital site (see attached maps). Improvements directly in front of the Public Library on lower East Street are also included as part of this contract.

The preferred design of this section of the Hub Trail is to continue the trail along the waterfront of the Canadian Bushplane Heritage Centre property (Option 1, attached); however, this section was not included in the tender as the trail in this area will have an effect on the centre's operations. Since before and after the opening of the tenders, discussions have been ongoing with representatives of the Bushplane Centre and their board has approved routing the trail along the waterfront, based on recent revisions to the proposed plan as well as a number of other conditions the board would like incorporated into the overall plan.

These conditions include the provision of:

- event barricades, which will be used for events hosted at the Centre such as weddings (approximately \$8,000, updated);

- the construction of a new storage building to accommodate the barricades and other items so as to minimize outside storage (to an upset limit of \$20,000);
- the planting of 3 landscaped beds by the main entrance to the Centre (approximately \$5,000), and;
- reasonable legal costs associated with the execution of the lease required to facilitate the trail (approximately \$4,000, updated).

It is estimated that these additional items will total approximately \$37,000.

A price of \$387,768.19 (including HST) was provided by the contractor who submitted the low tender for the additional work to construct the trail along the waterfront of the Bushplane Centre and can be included in the contract through the approval of a contract change order. These works include the installation of approximately 160 illuminated and non-illuminated bollards, an asphalt path and landscape works. The total for both the trail related works and the items that have been requested by the Bushplane Centre will total approximately \$424,768.19, and is within the budget limit allocated for this contract.

Security has been identified as an issue by the Bushplane Centre. To address these concerns, the design includes:

- bollard and chains on either side of the trail to define pathway
- the addition of 25 lighted bollards to improve visibility at night;
- lockable gates at each end of the apron area, which will facilitate the occasional movement of aircraft, and;
- chainlink fencing on both the slipway and dock, to provide security for planes and materials stationed in these areas.

In addition, City staff are recommending security services be provided to the Bushplane Centre that is consistent with the security services currently provided along the waterfront walkway and facilities. This consists of daily foot patrols between the months of May through September, and a combination of foot patrols and drive by patrols in the month of October.

Extending security services to the Bushplane Centre and Hospital property on a level that is consistent with the security currently provided along the waterfront walkway and facilities would cost an estimated \$15,000.

However, since there is no security services provided from November to April, the Bushplane Centre has requested that this section of the trail be closed during the evening hours of 11 pm to 5 am, using a lock and gate system.

To maintain security during the winter months, which would consist of a security personnel locking and opening the gates, staff estimate this to be approximately \$7,000, based on a \$37.50 per day fee for six months.

Staff would prefer to adopt a wait and see approach to the winter security issues, given the minimal problems experienced along the existing waterfront walkway and facilities during the winter months. However, the Bushplane Centre requires appropriate security issues to be agreed to at this time given the exposure of the building and aircraft to possible damage. Staff is recommending this provision because having the trail run along the waterfront is the preferred option, both from an aesthetic perspective and creates a more logical connection to the Hospital section of the trail.

Staff is recommending that the cost to provide the extended security measures be taken from the annual \$100,000 budget item for trail related development and maintenance.

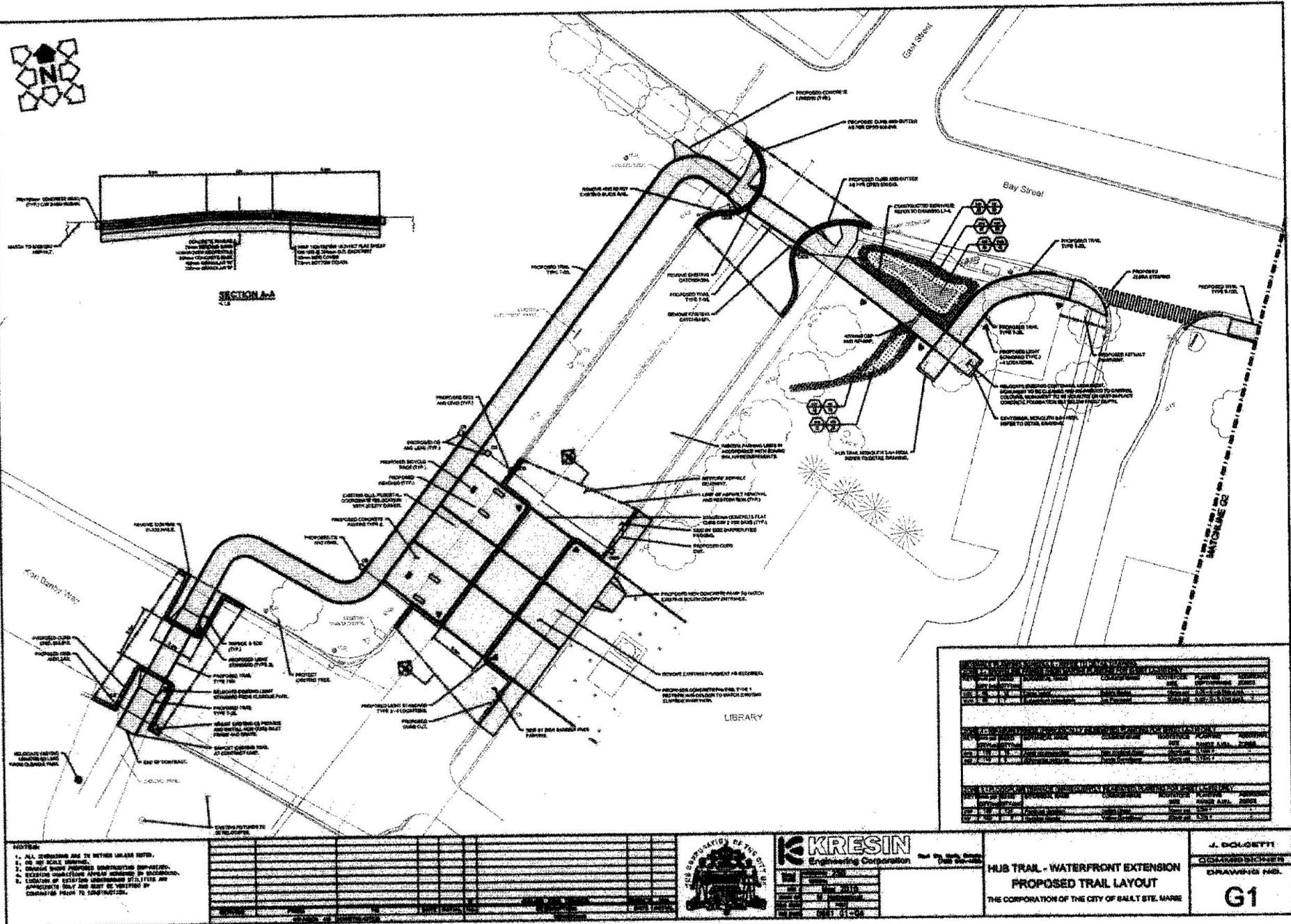
A lease agreement is found elsewhere on the agenda which outlines the terms and conditions of using the waterfront portion of the Bushplane Centre for the Hub Trail, and is recommended for approval. It is however, important to note that the lease between the City and the Bushplane Centre is subject to the main lease between the Bushplane Centre and the company that owns the building and property, 1022291 Ontario Inc. The lease between 1022291 Ontario Inc. and the Bushplane Centre is a 30 year lease that started on July 18, 2001. The main lease has 6 five year renewals. The next 5 year term is completed on July 18, 2011. If for some reason the main lease is not renewed at one of the 5 year renewal dates (or cancelled under a provision in that main lease) that may result in the cancellation of the agreement before council this evening.

#### **Planning Director's Recommendation**

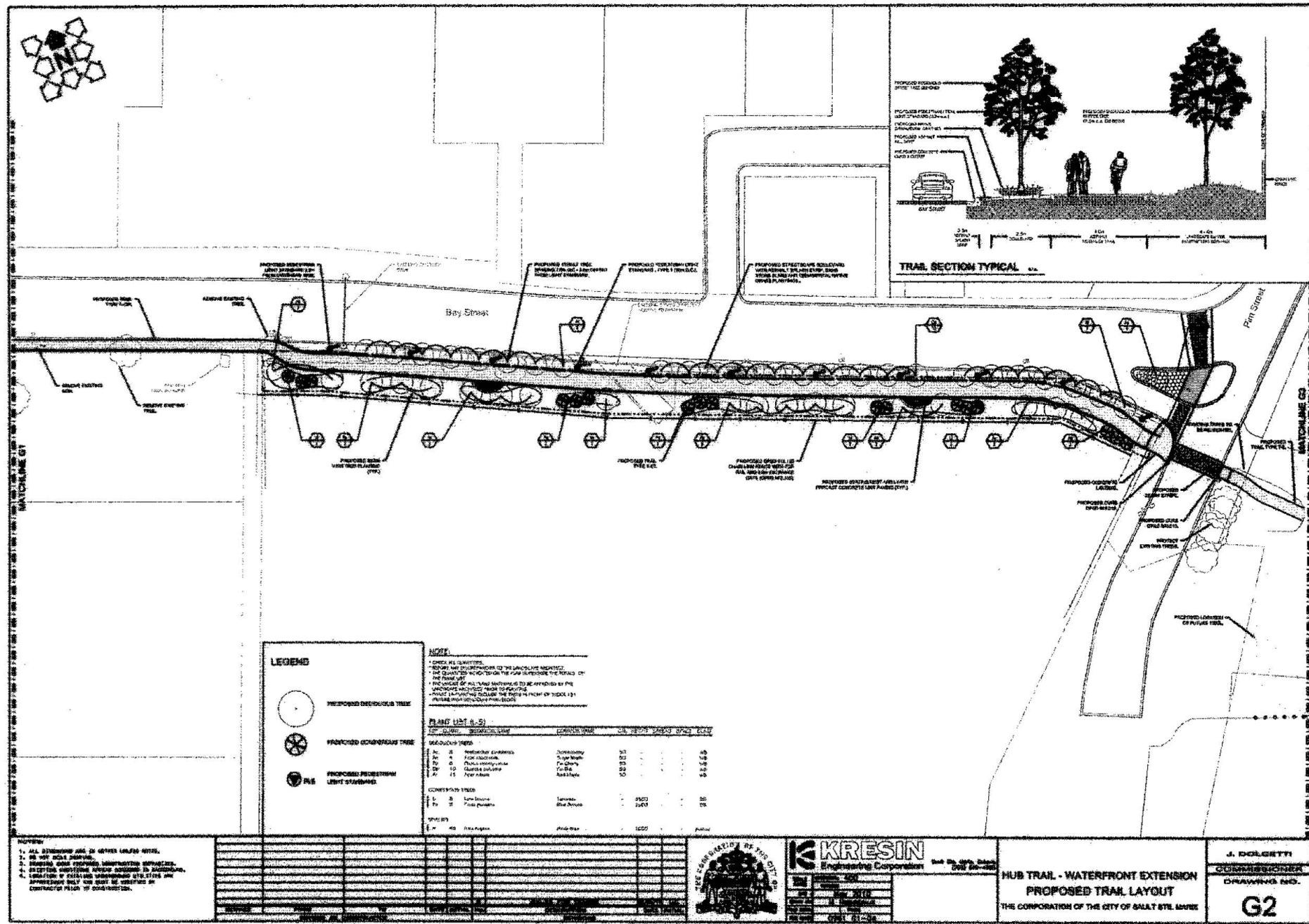
That City Council accept this report as information.

SDT/pms

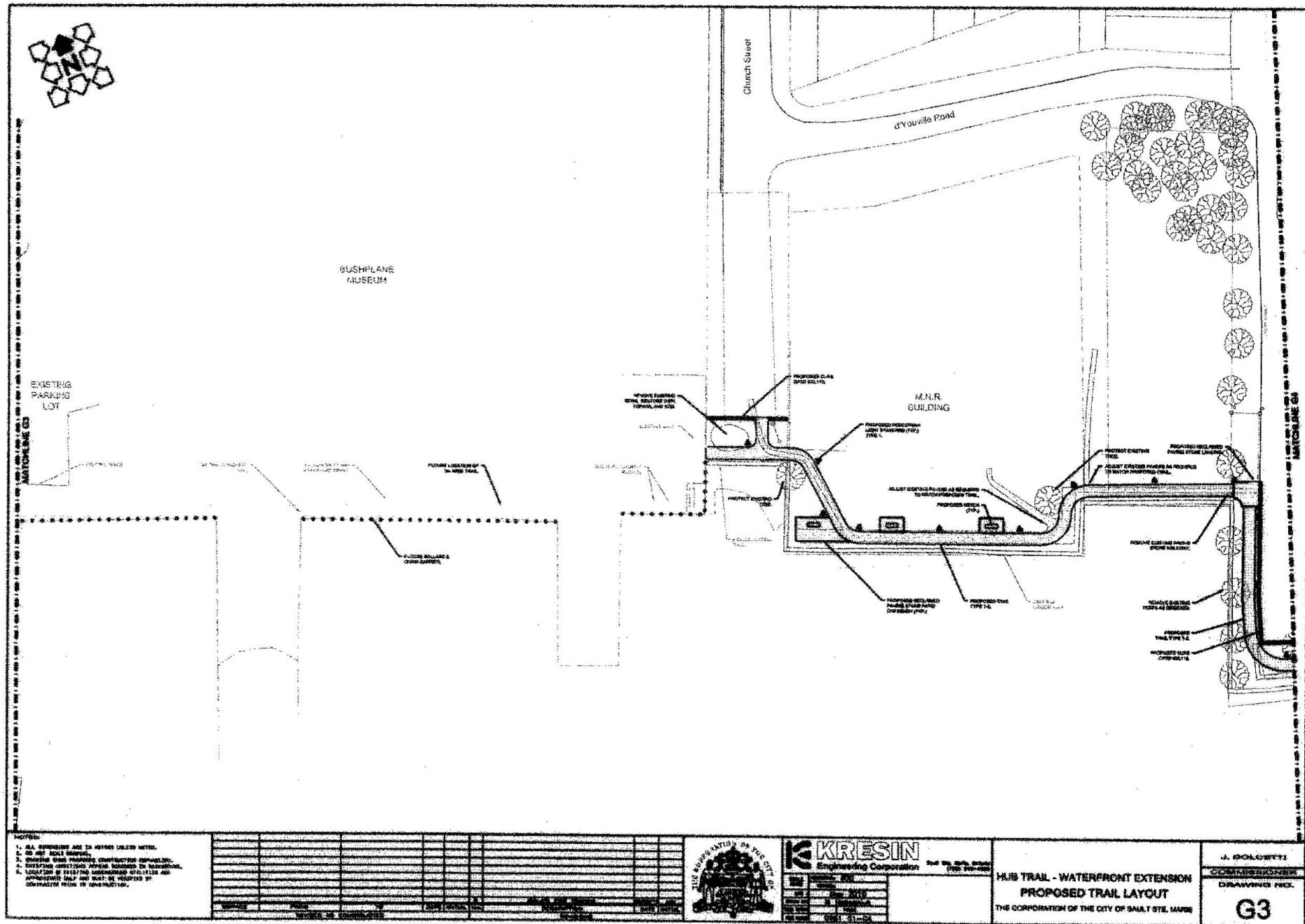
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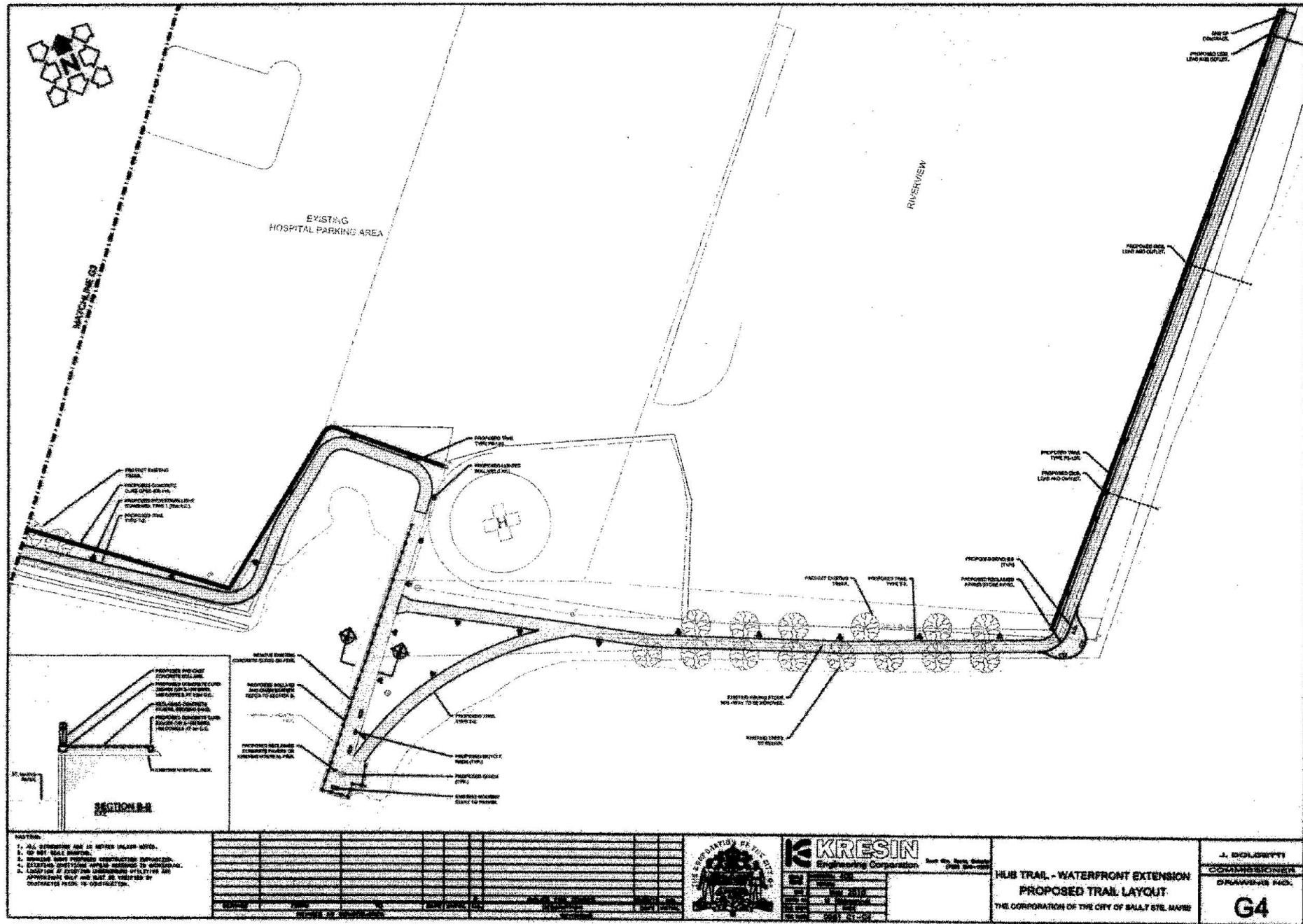
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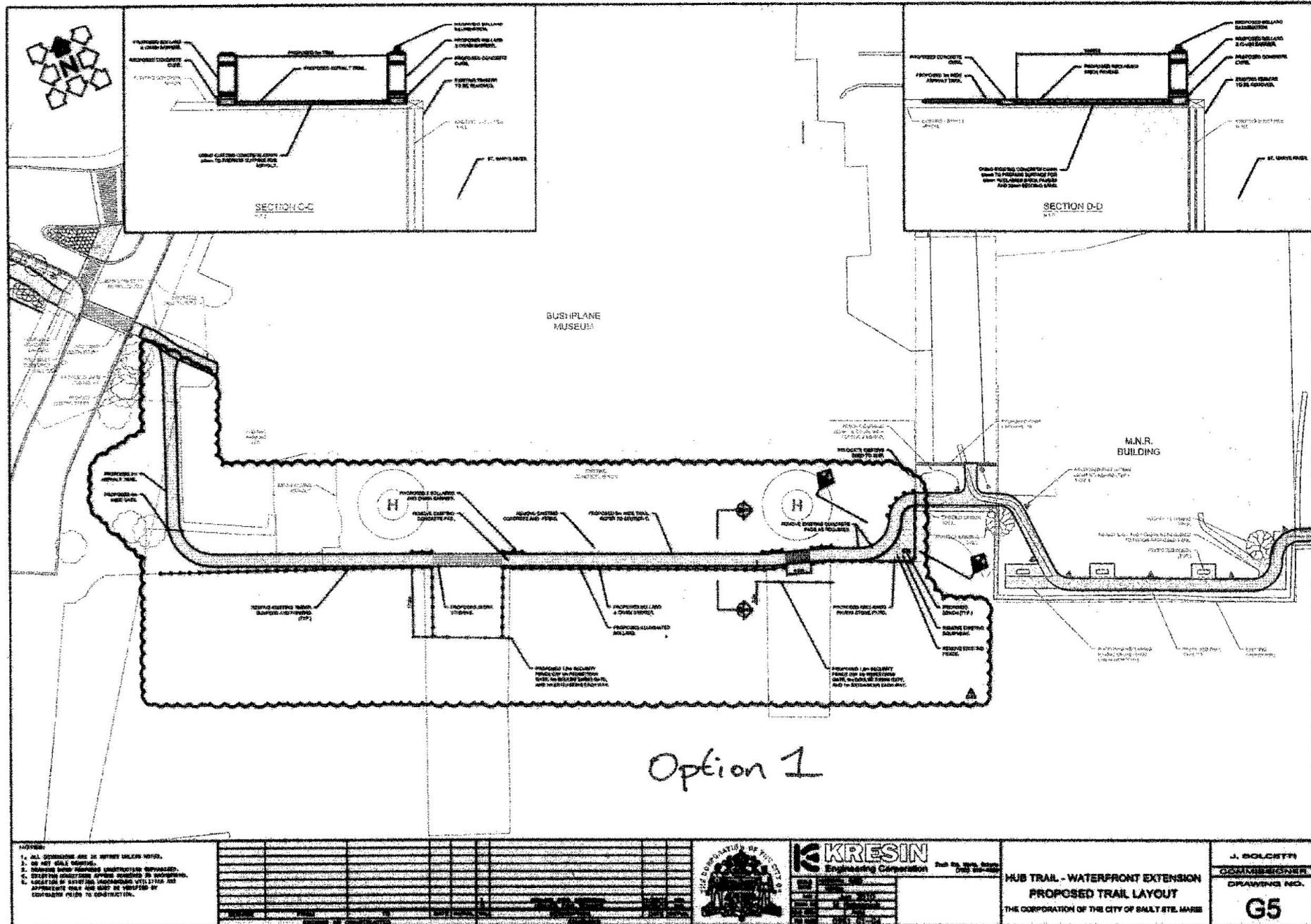
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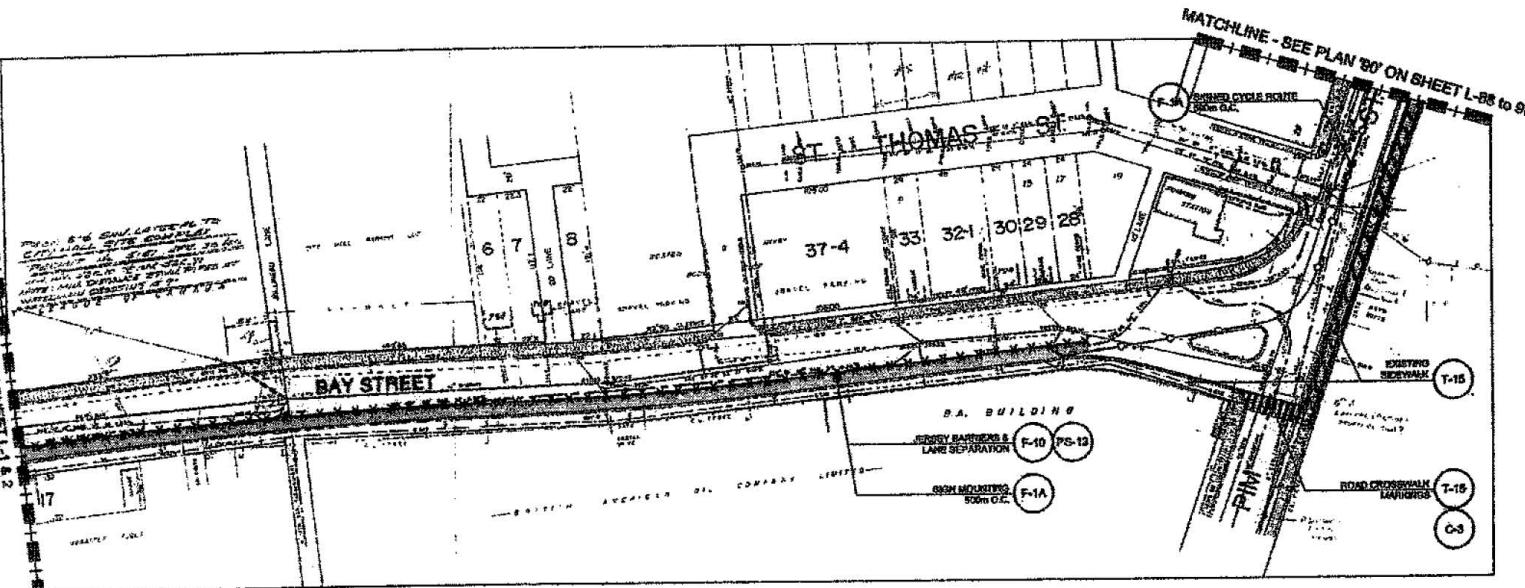


16(6)(a)



(2)(b)9

MATCHLINE - SEE PLAN '90 ON SHEET L-88 to 90



PLAN '91'

Option 2

NOTES:

- PLACE JEREMY BARRIERS TO ENCLOSE THE SOUTH SIDE OF BAY STREET.
- MOVE BOTH WAYS AS BIKE TRAIL.

PLANS FOR THE CITY OF SAULT STE. MARIE  
HUB TRAIL ROUTE DEVELOPMENT  
BAY STREET FROM PIM STREET TOWARDS EAST STREET

MMM GROUP KRESIN CONSULTING ENGINEERS INC.  
10 Commerce Valley Dr., Suite 100  
The Village at Pimlico  
The Village at Pimlico  
www.mmmgroupinc.com  
www.kresin.com

RECEIVED BY THE CITY OF SAULT STE. MARIE  
FEBRUARY 22, 2001  
1:500  
14.07431.001.LA1  
L-91





## Historic Sites Board

August 23, 2010

Mayor John Rowswell  
and Members of City Council

### ERMATINGER•CLERGUE NATIONAL HISTORIC SITE HERITAGE DISCOVERY CENTRE

#### Heritage Discovery Centre Project Update

The report of July 19<sup>th</sup>, 2010, by the Commissioner, CSD (N. Apostle) identified some of the hurdles confronting the Historic Sites Board and our City staff, for the Heritage Discovery Centre project. A recap and further developments on the challenges are:

(1) The lowest of two bids tendered for construction of the new building - with Gold level LEED status exceeded the total project forecast of \$4 million by 10% (\$400,000). *Prior to tendering, the City had an independent cost estimate prepared by a local company. The estimate totaled \$2,838,444.59.* This was very close to the original budget figure of \$2,891,751.00. In addition, I understand that on technical grounds the lowest bid might have been questioned as potentially ineligible if it had been accepted. The tender has been cancelled by the City.

- a) Cost savings measures determined during a meeting with the Architect and Engineers that did result in the reduction of the over budget amount, however, would also result in the loss of the Gold level LEED and some other elements, all of which would change the integrity of the project.
- b) In order to achieve the cost savings, the project would have to be re-tendered, thus adding 8 more weeks to the project.
- c) In the opinion of the architect the project cannot be completed by the March 31<sup>st</sup>, 2011 deadline imposed by the Federal Government.

A new invitation to tender will be recommended by the Board when the issues below have been resolved.

(2) It has been confirmed that the \$1.8 million contribution agreement signed with Heritage Canada for the HDC project requires completion by 31 March, 2011 in accord with the Federal government's 'Stimulus Funding' conditions. Thus only costs of the project (building) up to \$3.6 million completed by March 31, 2011 will be eligible for the 50% funding of up to \$1.8 million. In default, costs incurred would revert to the City.

Our original submission reflected the Northern Ontario Heritage Fund commitment of \$1 million, a commitment from the City of \$200,000; \$200,000 of the Historic Sites Board reserve; and \$500,000 was sought from FedNor with the balance in the form of a loan or loan guarantee to the Historic Sites Board from the City.

In this situation, the withdrawal of \$1.8 million or more could place a significant new financial burden on the City. As with a great many other municipal spokespeople across Canada, we continue to seek flexibility on this unrealistic deadline from the Harper Government. *A letter to Minister James Moore, Canadian Heritage was sent by the Mayor regarding this request, as well as a discussion in a face to face meeting with staff who manage our project with Cultural Spaces (August 5, 2010).*

(3) There has been NO response to the \$500,000 application to FedNor, submitted by the City on behalf of the HSB in January, 2010. While we continue to press for a decision from Minister Clement, in practical terms we must 'write off' this prospective funding.

In light of these uncertainties, the Historic Sites Board passed a resolution on August 6<sup>th</sup>, 2010, to defer the project.

Moved by: S. Myers

Seconded by: S. Hanna

"Whereas The Historic Sites Board's Heritage Discovery Centre Project tenders were returned in excess of \$400,000 of the project budget and,  
Whereas an application for additional funding of \$500,000 for the Heritage Discovery Centre was not received, therefore leaving a project shortfall of approximately \$900,000 and

Whereas this amount is beyond the reasonable expectation for the Historic Sites Board to borrow from the City of Sault Ste. Marie and,

Whereas the Historic Sites Board does not wish to alter the original design of the Heritage Discovery Centre and

Whereas re-tendering the project would require elimination of some desirable components and impact critical project timelines for a March 31, 2011 completion,

Therefore be it resolved by the Historic Sites Board that the Heritage Discovery Centre project be deferred until such time as alternative funding sources may be found including both public and private sector sources."

**CARRIED**

*The resolution was carried on a vote of 7 to 1*

6(8)(a)

M.P.P. David Orazietti, and the funding agencies – Canadian Heritage, Cultural Spaces and N.O.H.F.C. have been informed of the Board's decision. Requests have been made to have provincial funding remain available as the Board seeks additional funding to complete the project.

The Heritage Discovery Centre is an important project. It will add greatly to the value and appeal of the Ermatinger•Clergue National Historic Site as a tourism attraction for the community. The recently announced interpretive system to be added to the upgraded Tour Train is a close parallel. Perhaps even more important in the long run, the community will gain a more complete and compelling picture of our diverse cultural history.

For these reasons, the Historic Sites Board proposes to hold to its original concept for the Heritage Discovery Centre and to continue to pursue the necessary funding from any and all sources. Our target continues to be completion of the HDC as part of the City's centennial in 2012 to coincide with the opportunities associated with the international bicentennial of the War of 1812.

Respectfully submitted,



Mrs. Judy McGonigal, Chair  
Historic Sites Board

Feb/2013 Council report August 23 Visitor centre

cc: J. Fratesi, CAO, City of Sault Ste. Marie  
B. Freiburger, Commissioner of Finance  
N. Apostle, Commissioner CSD  
J. Cain, Manager of Recreation & Culture  
K. Fisher, Curator ECNHS  
D. McConnell, Planning Director



JOHN ROWSWELL, M.Eng., P.Eng., P.E.  
MAYOR

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

2010 07 22

Canadian Heritage  
15 Eddy Street  
Gatineau, QC K1A 0M5

Attention: Honourable James Moore, Minister of Canadian Heritage and Official Languages

Dear Minister Moore:

Subject: Heritage Discovery Centre Project – Sault Ste. Marie, Ontario

With the Infrastructure Stimulus Fund announcements in early 2009, the City of Sault Ste. Marie applied for funding and continued to work through the spring and summer of 2009 to get this project shovel ready. In October 2009, through your office, the City of Sault Ste. Marie was notified that they would be receiving a contribution of up to \$1.8 million from the Federal Government's Canada Cultural Spaces Fund for this very exciting project. The City immediately ramped up the project to meet the aggressive date of March 31, 2011.

In addition to the Federal Government's generous contribution of \$1.8 million, the Provincial Government is contributing \$1 million through NOHFC for this project, which is estimated to cost \$4 million.

This project enjoys the prestigious status of being designated as the only Northern Ontario legacy project for the War of 1812 Bicentennial commemoration. This is a fundamental reason for the funding being approved for this project.

The City of Sault Ste. Marie considers itself extremely fortunate as it is very seldom that cultural projects receive such a high level of contribution from the senior levels of government; however the March 31, 2011 deadline for completion of the project has put the entire project in jeopardy. Through the recent tendering of the project the contractor advised us that they are unable to complete the project by the deadline. One of the main factors attributed to this is Northern Ontario's construction season being much shorter compared to our counterparts in southern Ontario. It does not seem fair that we should be penalized for this.

. . . 2.

*naturally  
gifted*

6(8)(a)

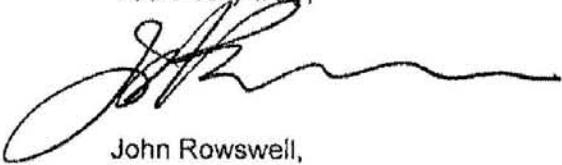
Attention: Honourable James Moore, Minister of Canadian Heritage and Official Languages  
Subject: Heritage Discovery Centre Project – Sault Ste. Marie, Ontario (2010 07 22) Page 2.

In conversation with Canada Cultural Spaces staff in regard to their regular funding program, we were encouraged that the Infrastructure Stimulus Fund through Canada Cultural Spaces might look favourably upon our application for funding. Now, perhaps, Canada Cultural Spaces would consider funding a portion of this project from their regular program, which would allow for funding beyond March 31, 2011.

This project, like many projects, faces a few hurdles in order for it to move forward; however, at this time the deadline of March 31, 2011 imposed by the Canada Cultural Spaces program is the most substantial hurdle. Without an extension to the deadline, the other hurdles will not be able to be addressed. It is important to note that the NOHFC contribution does not have a March 31, 2011 deadline.

It is respectfully being requested that the deadline of March 31, 2011 be relaxed for this project so that it can continue in a reasonable time frame. It is anticipated to be totally completed by the fall of 2011.

Yours very truly,



John Rowswell,  
Mayor

cc: Honourable Tony Clement, Minister of Infrastructure  
Tony Martin, MP  
David Orazietti, MPP  
T. Scarfone, Cultural Spaces Canada Program  
Members of City Council  
Sault Ste. Marie Historic Sites Board



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## MEMORANDUM

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**DATE:** August 16, 2010  
**TO:** City of Sault Ste. Marie Mayor and Councillors  
**FROM:** Dominic Parrella, Vice President Operations & Engineering  
**C.C.** Joseph Fratesi, C.A.O., City of Sault Ste. Marie  
Brian Curran, President & C.E.O., PUC Services Inc.  
Mark Howson, Chair, Public Utilities Commission  
**SUBJECT:** Council Resolution of July 19, 2010 – East End Water Taste Concerns

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**Background:**

It is not unusual to get calls from customers across the distribution system related to chlorine taste/odour or discolouration/turbidity of the water. Such occurrences are historically quite "typical" and are a normal occurrence in any water distribution system. Since 2001 we have averaged about 50 water quality calls per year.

However, over the past year we have been experiencing unusual customer complaints in the east end of the city related to the taste of the water. Customers calling typically describe the taste problem as being metallic, bitter, medicinal, chemical or strong chlorine taste or a combination of these and the bad taste comes and goes unpredictably.

In June of 2009 we completed upgrades to the disinfection system at the wells in both the east and west ends of the city in order to meet regulatory requirements. Since that time we have been receiving a greater than usual number of complaints related to the taste of the water specifically in the east end of the city.

While we have not changed the chemicals being used (i.e. we still use Chlorine and Ammonia), we have reversed the order in which they are applied. It appears that this change may have intermittently impacted the taste of the water which so far is only indicated in the easterly part of the city, below the hill.

We have tested the water at various residences that have identified the issue and have confirmed the water at the tap meets prescribed Ontario drinking water quality standards. We are confident this is not a health related issue.

However, the problem is proving to be a very elusive issue in that it is intermittent and seems to move around in the distribution system, depending on customer usage and other system changes.

Furthermore, it is common for some people to be more sensitive to taste issues than others. It is common therefore to find a difference of opinion between household members as to whether or not there is a taste problem to begin with.

#### **Council Resolution:**

In response to Council's resolution of July 19, 2010 the following provides a brief summary of answers to the specific questions raised. In addition, a detailed report has been prepared by Kresin Engineering and is attached for further information.

#### **1) Start of the Problem:**

Complaints appear to have started once the upgrades to the disinfection process at the east wells were completed in May 2009.

#### **2) Potential Causes:**

There are numerous factors that may be contributing to the development of these taste issues. Some of the potential causes include the following (in no particular order of significance):

- a. **Change in disinfection process.** As a result of the well upgrades, the order in which the chlorine and ammonia are added to the produced water have been reversed. This was necessary to satisfy regulatory changes to the required disinfection contact time. This change in process may have introduced changes to required chemical dosage rates that have not yet been fully determined.
- b. **Dosage of ammonia or chlorine.** Non-optimal dosage of disinfection chemicals may be impacted by:
  - i. improperly functioning equipment installed as part of the upgrades (which may include ammonia or chlorine dosage pumps and/or controls); or
  - ii. improper adjustment of the chlorine or ammonia injection equipment.
- c. **Chemistry of source water.** The chemistry of the groundwater in the east aquifer is different from that of the west aquifer which is again different from that of the Lake Superior water. This difference in source water chemistry may require special fine tuning of the disinfection process to avoid the formation of taste impactive compounds.
- d. **Increased temperature of distributed water.** This may be due to a combination of increased temperature of the source water from Lake Superior and increased ground temperatures associated with the distribution piping due to mild/short winters recently. Increased temperature of the water can lead to accelerated breakdown of the chlorine residual in the distribution water which can lead to formation of undesirable tastes.
- e. **Variation in pH across the distribution system.** Difference in pH of the blended water produced by the treatment plant and the west wells and the pH of the

east wells water may result in detectable taste events at the interface of the two waters where they meet in the distribution system.

- f. **Distribution water ageing.** In areas of the distribution system where the water undergoes less turnover, such as dead-end mains or areas of low consumption, chlorine residual breaks down and can result in taste changes.
- g. **Inherent individual sensitivities to taste.** Human taste can discern extremely small concentrations of compounds and varies widely from person to person.
- h. **Medication induced sensitivities to taste.** Persons taking certain medications can become very sensitive to taste compounds due to interaction with the medications.

### **3) Number of Cases:**

Taste complaints seem to fall off in the Fall and through the Winter and then restart in the late Spring. This seems to indicate a correlation with water temperature.

In 2009 there were 86 total complaints, which included 11 complaints related to this taste issue received between mid-May (after start up of the east wells) and mid-October (last complaint noted October 14).

In 2010 as of August 13<sup>th</sup> there have been a total of 52 water quality calls, which includes 9 complaints related to the east end issue, since the first one noted on April 12<sup>th</sup>.

### **4) Testing Results:**

Water samples taken at residences where taste issues have been declared were tested for all parameters listed in Tables 1, 2 and 4 attached to this report. These tables are extracted from the MOE reference "Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines" which includes a complete description of the parameters listed. For further details, the document can be downloaded at the following internet address:  
<http://www.ene.gov.on.ca/envision/gp/4449e01.pdf>

All testing results have met the regulated limits, and are typically below the laboratory detection limits. To-date, we have spent approximately \$20,000.00 in laboratory fees alone specific to the current taste complaints.

While we plan to continue performing special sampling and analysis related to this current issue, we plan to reduce the scope of parameters tested and focus more on the taste-related items.

### **5) Additional or Alternative Measures:**

Efforts are ongoing in order to find the cause of the taste concerns in order to determine what the solution might be. So far the cause is undetermined. The following activities are in progress or will soon be implemented:

- a. Weekly status meetings with staff and external resources have been ongoing since May this year.
- b. Kresin Engineering (supported by Hach Mott MacDonald of Toronto) has been retained to provide technical expertise in troubleshooting the problem.
- c. Development of a spatial database to track complaints and assist in discerning trends and patterns is in progress through the Innovation Centre.
- d. Development of a Sentinel Monitoring Program to provide regular, ongoing sampling of distribution water beyond the existing mandated regulatory testing will be implemented as soon as possible.
- e. A Corrosion Study currently being conducted by Stantec Inc. will conclude by early December 2010. The preferred solution that we expect to implement will result in more uniform pH across the distribution system. It is anticipated this change will have positive impact, not only in reducing corrosion of distribution piping but also to minimize the occurrence of taste impacts. Implementation of corrosion control may solve this taste issue.

In addition to these measures, the Kresin Engineering report identifies a number of recommendations related to potential resolution of this issue. We agree in principle with the stated recommendations and will consider their implementation, either in the near future where possible or in the longer term through the 2011 budget process.

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

6(8)(b)

**TABLE 1 – MICROBIOLOGICAL STANDARDS**

PARAMETER	MAC
Escherichia coli (E. coli)	not detectable
Total Coliforms	not detectable

**TABLE 2 – CHEMICAL STANDARDS**

PARAMETER	MAC (mg/L)	IMAC (mg/L)
Alachlor		0.005
Aldicarb	0.009	
Aldrin + Dieldrin	0.0007	
Antimony		0.006
Arsenic		0.025
Atrazine + N-dealkylated metabolites		0.005
Azinphos-methyl	0.02	
Barium	1	
Bendiocarb	0.04	
Benzene	0.005	
Benzo(a)pyrene	0.00001	
Boron		5
Bromate		0.01
Bromoxynil		0.005
Cadmium	0.005	
Carbaryl	0.09	
Carbofuran	0.09	
Carbon Tetrachloride	0.005	
Chloramines	3	
Chlordane (Total)	0.007	
Chlorpyrifos	0.09	
Chromium	0.05	
Cyanazine		0.01
Cyanide(free)	0.2	
Diazinon	0.02	
Dicamba	0.12	
1,2-Dichlorobenzene	0.2	
1,4-Dichlorobenzene	0.005	
Dichlorodiphenyltrichloroethane (DDT) + metabolites	0.03	
1,2-Dichloroethane		0.005
1,1-Dichloroethylene(vinylidene chloride)	0.014	
Dichloromethane	0.05	
2,4-Dichlorophenol	0.9	
2,4-Dichlorophenoxy acetic acid(2,4-D)		0.1
Diclofop-methyl	0.009	
Dimethoate		0.02
Dinoseb	0.01	
Dioxin and Furan		0.000000015 <sup>a</sup>
Diquat	0.07	
Diuron	0.15	
Fluoride	1.5 <sup>b</sup>	
Glyphosate	0.28	
Heptachlor + Heptachlor Epoxide	0.003	
Lead	0.01 <sup>c</sup>	
Lindane (Total)	0.004	
Malathion	0.19	
Mercury	0.001	
Methoxychlor	0.9	
Metolachlor		0.05
Metribuzin	0.08	

6(8)(b)

**TABLE 2 – CHEMICAL STANDARDS**

<b>PARAMETER</b>	<b>MAC (mg/L)</b>	<b>IMAC (mg/L)</b>
Microcystin-LR	0.0015	
Monochlorobenzene	0.08	
Nitrate (as nitrogen)	10.0 <sup>d</sup>	
Nitrite (as nitrogen)	1.0 <sup>d</sup>	
Nitrate + Nitrite (as nitrogen)	10.0 <sup>d</sup>	
Nitrilotriacetic Acid (NTA)	0.4	
N-Nitrosodimethylamine (NDMA)		0.000009
Paraquat		0.01
Parathion	0.05	
Pentachlorophenol	0.06	
Phorate		0.002
Picloram		0.19
Polychlorinated Biphenyls (PCB)		0.003
Prometryne		0.001
Selenium	0.01	
Simazine		0.01
Temephos		0.28
Terbufos		0.001
Tetrachloroethylene (perchloroethylene)	0.03	
2,3,4,6-Tetrachlorophenol	0.1	
Triallate	0.23	
Trichloroethylene	0.005	
2,4,6-Trichlorophenol	0.005	
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)	0.28	
Trifluralin		0.045
Trihalomethanes	0.100 <sup>e</sup>	
Uranium	0.02	
Vinyl Chloride	0.002	

**Short forms:** mg/L - milligrams per litre

**Footnotes:**

- a) Total toxic equivalents when compared with 2,3,7,8-TCDD (tetrachlorodibenzo-p-dioxin).
- b) Where fluoride is added to drinking water, it is recommended that the concentration be adjusted to 0.5 -0.8 mg/L the optimum level for control of tooth decay. Where supplies contain naturally occurring fluoride at levels higher than 1.5 mg/L but less than 2.4 mg/L the Ministry of Health and Long Term Care recommends an approach through local boards of health to raise public and professional awareness to control excessive exposure to fluoride from other sources.
- c) This standard applies to water at the point of consumption. Since lead is a component in some plumbing systems, first flush water may contain higher concentrations of lead than water that has been flushed for five minutes.
- d) Where both nitrate and nitrite are present, the total of the two should not exceed 10 mg/L (as nitrogen).
- e) This standard is expressed as a running annual average

**Maximum Acceptable Concentration (MAC)**

The MAC is established for parameters which when present above a certain concentration, have known or suspected adverse health effects. The length of time the MAC can be exceeded without health effects will depend on the nature and concentration of the parameter.

**Interim Maximum Acceptable Concentration (IMAC)**

The IMAC is established for parameters either when there are insufficient toxicological data to establish a MAC with reasonable certainty, or when it is not feasible, for practical reasons, to establish a MAC at the desired level.

**TABLE 4 – OBJECTIVES AND GUIDELINES**

<b>PARAMETER</b>	<b>AO</b> (mg/L - unless otherwise specified)	<b>OG</b> (mg/L - unless otherwise specified)
1,2-Dichlorobenzene	0.003 <sup>a</sup>	
1,4-Dichlorobenzene	0.001 <sup>a</sup>	
2,4-Dichlorophenol	0.0003 <sup>a</sup>	
2,3,4,6-Tetrachlorophenol	0.001 <sup>a</sup>	
2,4,6-Trichlorophenol	0.002 <sup>a</sup>	
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)	0.02 <sup>a</sup>	
Alkalinity (as CaCO <sub>3</sub> )		30-500
Aluminum		0.1
Chloride	250	
Colour	5 TCU	
Copper	1	
Dissolved Organic Carbon	5	
Ethylbenzene	0.0024	
Hardness (as CaCO <sub>3</sub> )		80-100
Heterotrophic Plate Count (HPC)- General bacteria population expressed as colony counts on a heterotrophic plate count		f
Iron	0.3	
Manganese	0.05	
Methane	3L/m <sup>b</sup>	
Monochlorobenzene	0.03 <sup>a</sup>	
Odour	Inoffensive	
Organic Nitrogen		0.15
pH		6.5-8.5 (no units)
Pentachlorophenol	0.03 <sup>a</sup>	
Sodium	b	
Sulphate	500 <sup>c</sup>	
Sulphide	0.05	
Taste	Inoffensive	
Temperature	150C	
Toluene	0.024	
Total Dissolved Solids	500	
Turbidity	5 NTU <sup>d</sup>	e
Xylenes	0.3	
Zinc	5	

**Short Forms:** NTU - Nephelometric Turbidity unit

**Footnotes:**

- a) Refer to Table 2 for standard
- b) The aesthetic objective for sodium in drinking water is 200 mg/L. The local Medical Officer of Health should be notified when the sodium concentration exceeds 20 mg/L so that this information may be communicated to local physicians for their use with patients on sodium restricted diets
- c) When sulphate levels exceed 500 mg/L, water may have a laxative effect on some people
- d) Applicable for all waters at the point of consumption.
- e) The Operational Guidelines for filtration processes are provided as performance criteria in the Procedure for Disinfection of Drinking Water in Ontario.
- f) Increases in HPC concentrations above baseline levels are considered undesirable.

**Aesthetic Objective (AO)**

AOs are established for parameters that may impair the taste, odour or colour of water or which may interfere with good water quality control practices. For certain parameters, both aesthetic objectives and health-related MACs have been derived.

**Operational Guidelines (OG)**

OGs are established for parameters that, if not controlled, may negatively effect the efficient and effective treatment, disinfection and distribution of the water.

6(8)(b)



536 Fourth Line East  
Sault Ste. Marie, ON P6A 5K8  
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fax: 705-949-9965  
Email: info@kresinengineering.ca

working together...finding solutions

August 16, 2010

Ref. No. 0928.01

By Email ([dparrella@ssmpuc.com](mailto:dparrella@ssmpuc.com))

**Attention: Mr. Dominic Parrella, P.Eng.**

PUC Services Inc.

765 Queen St. E., P.O. Box 9000

Sault Ste. Marie, ON

P6A 6P2

**Re: City of Sault Ste. Marie Drinking-Water System  
Review of Consumer Reported Taste Concerns**

Dear Mr. Parrella:

The purpose of this letter is to provide PUC Services Inc. ("PUC") with a summary of our review of consumer reported concerns relating to the taste of drinking water at several points of consumption (mostly residential) in the City of Sault Ste. Marie.

#### **1.0 Background**

Modifications to the disinfection systems at each of the 4 municipal well sites, to meet Provincial requirements, were completed in 2009 and commissioned by PUC as ready to introduce water into the distribution system on the following dates:

- Shannon well: May 6, 2009.
- Goulais wells: May 21, 2009.
- Lorna wells: May 28, 2009.
- Steelton well: June 18, 2009.

Historically, numerous drinking water taste concerns have been reported annually by consumers; however, the number of taste concerns increased in 2009, generally beginning in May, in comparison to the number of taste related concerns received prior to this date. Whereas the number of concerns appeared to have decreased during the winter months, an increase was again observed in the spring of 2010. Some residents expressed concern to members of municipal Council and, as a result, on July 19, 2010 a municipal Council resolution was passed requesting that PUC report as to:

1. *"The apparent beginning of this water quality problem;*
2. *Potential causes.*
3. *Reported number of cases.*
4. *The various tests which have been conducted and results thereof; and, given that the issue remains unresolved,*
5. *What alternative measures are being considered to address the problem."*

PUC Services Inc.

## SSM DWS Consumer Reported Taste Concerns

### ***1.1 Modifications to the Disinfection Systems***

The 2009 modifications to the disinfection systems involved changing the order in which chlorine and ammonia are introduced into the raw water to provide the required primary and secondary disinfection at each well site. Modifications were constructed to allow for the introduction of chlorine solution and, following the retention of chlorinated water in large diameter watermains, ammonia solution into the disinfected water. Combining chlorine and ammonia allows the disinfectant (chloramines – primarily monochloramine) to persist in the distribution system for longer periods of time than free chlorine.

Historically, ammonia had been added prior to chlorine to facilitate the formation of chloramines before chlorine had the opportunity (i.e. time) to react with naturally occurring constituents in the raw water. We understand that this process was originally introduced due to raw water quality characteristics (eg. elevated phenol concentrations) at the City's Huron Street intake from the St. Marys River, which was decommissioned more than 20 years ago. The reaction between chlorine and phenols is known to create taste in drinking water.

### **2.0 Questions from Council**

The following sub-sections address the questions posed by Council.

#### ***2.1 Increase in and Number of Reported Concerns***

As noted above, starting roughly in May 2009 the number of taste related concerns reported by drinking water consumers increased. Table 1 presents a summary of consumer reported taste and odour concerns received from 2001 to 2010 (up to and including July 5, 2010) as well as the total number of reported concerns. Odour related concerns have been included as they are difficult for some people to discern from taste (and vice-versa) and the occurrence of reported taste and odours can be related.

**Table 1: Summary of Consumer Concerns**

<b>Year</b>	<b>Number of Reported Concerns</b>		
	<b>Taste</b>	<b>Odour</b>	<b>Total</b>
2001	8	4	75
2002	14	9	76
2003	3	8	52
2004	9	3	44
2005	9	7	45
2006	2	6	42
2007	4	1	54
2008	5	5	43
2009	27	12	86
2010	22	2	43

From the information in Table 1, the annual percentages of reported concerns attributed to taste and taste and odour are summarized in Table 2.

PUC Services Inc.  
 SSM DWS Consumer Reported Taste Concerns

**Table 2: Percentage of Total Concerns (%)**

Year	Taste	Taste and Odour
2001	11	16
2002	18	30
2003	6	21
2004	20	27
2005	20	36
2006	5	19
2007	7	9
2008	12	23
2009	31	45
2010	51	56

Table 3 presents a summary of the reported taste concerns from 2001 to 2010 (up to and including July 5, 2010) by descriptor.

**Table 3: Number of Taste Concerns by Descriptor**

Year	Bad/Foul	Metallic	Bitter/Sour	Chlorine	Chemical	Other
2001	4		1	2		1
2002	5			4	1	4
2003				1		2
2004	3			4		2
2005	6			1		2
2006					1	1
2007	1		1	1		1
2008	1			1		3
2009	2	5	3	10		7
2010	6	4		4	4	3

## 2.2 Various Tests Conducted and Their Results

PUC collects numerous distribution system water samples on a routine weekly basis and analyses them for:

1. Total coliform;
2. E. coli.;
3. Heterotrophic plate count;
4. Temperature;
5. pH;
6. Total chlorine residual;
7. Free chlorine residual; and,
8. Turbidity.

Routine sampling is also conducted at varying frequencies for a number of chemical parameters in water collected from raw and treated sources as well as from within the distribution system.

PUC staff have reported that parameters routinely analyzed for comply with the regulated levels published in the Ontario Drinking Water Standards (ODWS). Sodium has, historically, been present in the

PUC Services Inc.

SSM DWS Consumer Reported Taste Concerns

Shannon and Lorna wells at levels that require PUC to notify Algoma Public Health as the information is required so that affected consumers can manage sodium restricted diets.

**2.2.1 Non-Routine Sampling**

Relating specifically to the recent taste concerns, and in addition to the routine verification of total chlorine residual concentration at the consumer's tap conducted by PUC staff, non-routine water samples have been collected from the locations of 7 reported taste concerns. The purpose of the non-routine sampling is to assess the chemical and bacteriological quality of water at the consumer's tap as well as to investigate the presence of taste causing compounds.

The attached Table A provides a summary of parameters that were identified above the laboratory detection limit (all below the ODWS limits). Note that samples collected from Texas Avenue were collected during a taste episode that was unrelated to the subject taste concerns; however, the information is useful as it allows for a comparison of water quality. It is believed that the water sample collected at Texas Avenue originated from the Shannon well. All of the results confirm that the ODWS (chemical, aesthetic and bacteriological) are complied with and the majority of compounds were determined to be below the laboratory detection limit. In comparison to the values regulated under ODWS Tables 1, 2 and 4, the water sampled was safe to consume. Table 3 parameters, radionuclides, were not analyzed for.

Referencing Table A, the nitrogen related parameters, ammonia (as N) and TKN are notable as they can relate to taste concerns, chlorine and ammonia dosing/reaction issues, and chloramine decay/decomposition. Other potentially taste related parameters were also detected, generally at levels below identified taste thresholds. Chlorinated phenolics (eg. 2,4-dichlorophenol) were found to be below laboratory detection limits as well as taste thresholds.

Sampling conducted at a residence during (June 28, 2010) and following (July 13, 2010) a taste episode revealed the results presented in Table 4.

**Table 4: Water Quality Results at One Residence Before and After a Taste Episode**

Parameter	Date	
	June 28, 2010	July 13, 2010
Water Temperature	15.5°C	17°C
Free Chlorine (as Cl <sub>2</sub> )	0.03mg/L	0.03mg/L
Total Chlorine (as Cl <sub>2</sub> )	0.48mg/L	0.75mg/L
Free Ammonia (as NH <sub>3</sub> -N)	0.2mg/L	0.12mg/L

It is also noted that results from multiple tests conducted on June 28, 2010 at the same residence returned free ammonia (NH<sub>3</sub>-N) concentrations as high as 0.35mg/L. At the times the sampling was conducted, PUC was maintaining total chlorine residual levels at approximately 1.2mg/L leaving the well sites and WTP. The total chlorine residual concentration recorded on June 28, 2010 indicates greater than historically typical residual decay/decomposition, as we understand.

When HPC data collected in conjunction with the PUC's corrosion control study was reviewed (see attached Chart A), notable increases were observed that generally correspond with the timing of reported taste concerns. HPC is an indicator of adverse water quality and the microbiological activity (waste) can generate tastes. These observations may indicate that the taste concerns reported are precursors to HPC proliferation, which in-turn may suggest the need for increased distribution system

PUC Services Inc.

## SSM DWS Consumer Reported Taste Concerns

chlorine residual (noting higher decay rates during warmer temperatures) and/or improved ammonia dosage control at the well sites and WTP, or modification to the chlorine to ammonia dosage ratios. The potential that nitrification is occurring in the distribution system can also be suggested by these HPC results.

### **2.3 Potential Causes**

In addition to the results from field and laboratory water quality analyses, a number of other factors that are potentially contributing to the number of taste concerns were identified during discussion with PUC and review of information provided by PUC. From a review of the available data and information the taste concerns seem to be related to:

1. Free ammonia concentrations at or greater than the taste threshold of 0.2mg/L.
2. Aged distribution system water (i.e. reduced chlorine residual and elevated HPC).
3. Variance of the mixing or transition area within the distribution system between "west end" and "east end" water.

#### **2.3.1 Free Ammonia Concentrations**

Free ammonia concentrations can increase in the distribution system as a result of chloramine decay/decomposition and/or chlorine to ammonia dosage ratio during disinfection.

Chloramine decay/decomposition occurs naturally in distribution systems, over time, but can be exacerbated by the presence of microbiological organisms, increased temperature and decreased pH, among other factors. As chloramines decay, ammonia is released into the distribution system and taste causing dichloramine may form. In addition to imparting taste on its own, the available ammonia can feed the nitrification process which will speed-up chloramine decay and can create taste. Literature suggests that combined chlorine residuals in chloraminated distribution systems should be maintained at 2mg/L to control nitrifying bacteria, although the optimum residual is affected by system specific characteristics.

It is understood that PUC water treatment staff maintain the chlorine to ammonia dosage ratio at approximately 3.7:1 at all treatment sites, which is on the low-end of the typical range identified in literature ( $\text{Cl}_2$  to  $\text{NH}_3\text{-N}$ ). The ratio is affected by factors such as variances in raw water chemistry that may change chlorine demand or affect chlorine-ammonia reaction kinetics. Dosage ratios can cause the formation of taste causing dichloramines (too much chlorine) or the presence of excess ammonia in the distribution system. Excess ammonia in the distribution system will impart a taste at/near the threshold limit of 0.2mg/L and can feed microbiological activity.

A review of available data for 2010 identified seasonal increases in water temperature (winter to summer) at the WTP raw water sampling location (+/- 15°C) and in distribution system water temperature (+/- 10°C). Temperature fluctuations of these magnitudes will notably impact the decay rate of free and combine chlorine as well as accentuate taste and odour. Seasonal temperature increases through the chlorine contact mains at each well site of between 2 °C to 5 °C were also noted.

#### **2.3.2 Aged Distribution System Water**

Aged distribution system water, typically encountered in low demand areas or areas that are hydraulically distant from the treated water source, can display low chlorine residual, HPC greater than

PUC Services Inc.

## SSM DWS Consumer Reported Taste Concerns

zero, and can "take-up" tastes (as well as odours and colour) from within the distribution system (eg. corrosion of pipeline scale or materials). There are numerous "dead end" mains in the distribution system that are known to display symptoms associated with aged water and, it is likely that, several low-flow areas also exist. Low-flow areas at locations hydraulically distant from treated water sources could be particularly problematic.

According to accounts by water treatment staff, water demand thus far during the summer of 2010 has been low in comparison to what is expected based on historical summer consumption volumes. This can be attributed, in-part, to the PUC recently completing repairs to several distribution system leaks, recent programs that encourage the installation of low-flow devices (eg. toilets, shower heads and aerators) and the intermittent rainfall pattern (perhaps reducing the need for lawn and garden watering). Reduced water demand causes treated water to age as it remains in the distribution system and reservoirs (WTP, zone 1 and zone 2) for longer periods of time. Similarly, the reduced flow through the WTP results in raw water remaining in the raw water reservoir and transmission main for longer periods of time, increasing its temperature.

### ***2.3.3 Varying Mixing Area***

Drinking water for the City is obtained from surface and groundwater sources. Whereas differences in chemistry are perhaps more readily identified when comparing the different source types, there are also differences in chemistry between the west end wells (Goulais and Steelton) and east end wells (Shannon and Lorna). For example, water from all of the well sites contains higher levels of parameters such as total dissolved solids, hardness and alkalinity than does the surface water. With respect to the groundwater sources, the east end wells contain higher levels of sodium, total dissolved solids, uranium, hardness and alkalinity (among other parameters) than the west end wells. A similar pattern is noted with respect to the corrosiveness of water from the different sources (ie. water from the east end wells is less corrosive).

Water consumers can identify differences in water taste associated with different water sources and this may result in taste concern reports. Changes in water chemistry associated with varying water sources can also cause pipe-wall reactions that result in tastes. Considering that only the Shannon well has been operating in the east end of the City, in certain demand scenarios, flow to the east end may have been supplemented with "west end water" through the Zone 1 distribution system and/or the Zone 1 reservoir. Water from the west end sources is observed to be more corrosive than the slightly scale forming water from the east end which, when introduced into the east end, may draw precipitates back into solution and can cause taste. Similarly, water that is supplemented from the west end would be aged due to the travel time in the distribution system and through the Zone 1 reservoir and interconnecting main to the City's east end.

It is likely that the mixing area within the distribution system has been varied in 2009 and 2010 due to the starting and stopping of wells associated with the 2009 modifications and 2010 ammonia solution line descaling, operating wells at varying rates, and not operating the Lorna well site. Shutting down large watermains in the east end during construction completed in 2009 and 2010 (eg. Shannon Road, Trunk Road at Lake Street and South Market interconnection) also likely changed system flow characteristics (including flow rates and directions).

Similar to the City's system, the water distribution system in the Town of Milton, Ontario is fed from surface and groundwater sources. We understand that distribution system water from both sources are normally kept isolated by valving-off the distribution system and that, when interconnecting watermains

PUC Services Inc.

SSM DWS Consumer Reported Taste Concerns

are opened, efforts are made to minimize the mixing/transition area due to the resulting increase in reports of taste concerns. Following examination in Milton, it was concluded that consumers grew accustomed to one source of supply and, when the source changed, reported taste concerns.

#### ***2.4 Measures to Address Taste Concerns***

PUC has implemented a number of measures to address the taste concerns which, based on the number of reported concerns, seems to have mitigated their occurrence. PUC is following-up with consumers who reported concerns to inquire if they have noticed an improvement in water quality

The following subsections summarize the measures that have been implemented as well as additional recommended measures. With continued monitoring and review, additional measures may be identified or those described below may be modified.

##### ***2.4.1 Implemented Measures***

The following measures have been implemented in response to the reported taste concerns:

1. A comprehensive non-routine water quality sampling program was developed and implemented to collect and analyze water from residences reporting taste concerns. The purpose of the program is to verify that the water is safe to consume and to assist in the identification of parameters that may be causing or contributing to the reported taste. Analytical results have been reviewed on an on-going basis and have been observed to meet ODWS levels for bacteriological, chemical and aesthetic parameters. Ammonia has consistently been observed near or above its taste threshold of 0.2mg/L.
2. Total chlorine residual in treated water delivered by the WTP was increased to 1.5mg/L. This may improve the chlorine residual in water sourced from the WTP that may be consumed in the east end of the City during certain demand scenarios.
3. In order to aid in the assessment of water quality analytical results associated with samples collected during taste episodes, a monitoring program has been developed to characterize distribution system water quality on an on-going basis. Water quality data collected will be used to: assess the adequacy and performance of the secondary disinfectant; monitor indicators of nitrification; and, assess water quality changes as related to consumer complaints, changes to treatment processes, and seasonal influences.
4. PUC has developed and implemented an approach to follow-up the status of taste concerns with consumers who reported an episode. Most consumers contacted on August 12, 2010 reported improvements in water quality.

##### ***2.4.2 Recommended Additional Measures***

The following measures are recommended for consideration by PUC:

1. Noting that PUC water distribution staff have reported difficulties in obtaining a total chlorine residual of 1.0mg/L when flushing certain hydrants and that reduction in residual can lead to conditions that cause tastes, consideration should be given to increasing combined chlorine

PUC Services Inc.

SSM DWS Consumer Reported Taste Concerns

residual in the distribution system (perhaps seasonally) to ensure 1.0mg/L can be obtained throughout the system.

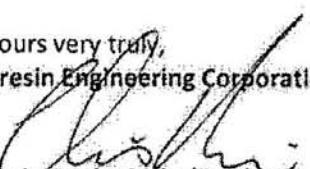
2. Ensure that the chlorine and ammonia systems are delivering the appropriate quantities of chemicals to the treated water at each well site and at the WTP. Evaluate the benefits of dosing chlorine based on chlorine demand rather than pace-to-flow.
3. Construct ammonia carrier water softening facilities at each of the well sites to ensure consistent system flow characteristics (eg. mixing) and reduce the frequency of required descaling operations.
4. Review the process used to replenish ammonia at the well sites and make required modifications to ensure the constant delivery of chloramines into the distribution system.
5. Conduct analysis at each of the reservoirs in the drinking water system (raw, treated and distribution) to determine the degree to which thermal stratification may be occurring and determine total chlorine residuals at varying depths.
6. Apply the existing distribution system hydraulic model to assess what changes take place based on: watermain changes, valving problems or wells / pumps out of service, different pumping and demand scenarios, etc. The model will be useful to review boundaries formed between distinct sources of water to estimate what water is serving which areas, how long the water takes to be consumed and where low-flow areas may exist. The model may also be utilized to assess chloramine decay in the system.

### **3.0 Closure**

The numbers of taste concerns in 2009 and 2010 (up to and including July 5, 2010) described as being metallic, chlorine and chemical are greater than have historically been received. Tastes described as such can be related to chlorine to ammonia dosage ratios, chloramine decay/decomposition in the distribution system, aged water, nitrification, and changes in water chemistry in the distribution system (associated with different source waters). Other factors may also contribute. The taste concerns may be alleviated through implementation of the measures described in Section 2.4, monitoring their effectiveness, and modifying approaches based on assessments of the results.

Should you have any questions or require clarification regarding the contents of this letter, please contact the undersigned.

Yours very truly,  
Kresin Engineering Corporation

  
Chris Kresin, M.Sc.(Eng.), P. Eng.  
Consulting Engineer

Attn://

CC: PUC - Andrew Hallett, Mike Lundrigan  
HMM - Paul Marsh

0928.01 ltr re taste related complaints.docx

6(8)(b)

PUC Services Inc.  
Drinking-Water Taste Concerns  
Residential Water Quality Monitoring

TABLE A: Summary of Parameters Measuring Above the Laboratory Detection Limit

Parameter	Sample Results				July 6/10 Caddy-A	July 9/10 Caddy-B	July 16/10 Dauphin A	Laboratory Detection Limit	ODWS	Comments
	June 27/10 Valhalla	June 27/10 Caddy-A	June 27/10 Caddy-B	June 27/10 Florwin						
Alkalinity	114	96.7	83.5	62.8	NR	NR	NR	1	30-500	4 OG
Ammonia (as N)	0.205	0.232	0.218	0.204	0.201	0.02	0.105	0.01	-	Known to cause tastes above 0.2mg/L
Chloride	31.5	21.5	14.9	4.79	22	28.8	28.5	0.2	250	4 AO, salty taste at 250mg/L
Nitrate (as N)	BDL	BDL	0.12	0.23	BDL	BDL	BDL	0.1	10	2
Sulfate	8.7	7.4	6.2	4.6	8.4	8.4	8.6	1	500	4 AO, may cause taste above 150mg/L
Free Cyanide	BDL	BDL	BDL	BDL	BDL	0.0043	BDL	0.001	0.2	2
DOC	1.5	0.59	1.2	0.47	0.21	1.5	4.73	0.4	5	AO, high DOC may indicate water quality deterioration in the d-system/storage
Calcium	25.9	19.2	18	14.2	24.3	28.1	26	0.05	-	-
Magnesium	4.7	3.64	3.37	2.9	4.04	4.25	4.34	0.004	-	-
Hardness (CaCO <sub>3</sub> )	84	62.9	58.8	47.4	77.3	87.7	82.8	0.1	80-100	4 OG, bitter taste can be associated with hardness
HPC	NT	NT	ND <sup>1</sup>	NT	ND <sup>1</sup>	20	ND	10	-	Indicates deteriorated water quality can cause tastes
Aluminum	0.0088	0.013	0.012	0.0215	0.0152	0.0047	0.0027	0.001	0.1	4 OG
Arsenic	0.0023	0.0016	0.0012	BDL	0.0017	0.0021	0.0028	0.001	0.025	2
Barium	0.0495	0.0354	0.0309	0.0209	0.0374	0.045	0.45	0.001	1	2
Boron	0.225	0.142	0.0871	0.018	0.126	0.203	0.225	0.002	5	2
Copper	0.0109	0.0147	0.0117	0.0042	0.0362	0.0115	0.0095	0.001	1	4 AO, may cause taste above 1mg/L
Manganese	0.0133	0.0087	0.0084	0.005	0.0093	0.0091	0.012	0.001	0.05	4 AO, may cause tastes
Sodium	30.4	18.2	13	3.41	17.8	27.1	27.3	0.1	20/200	4 AO
Uranium	0.0087	0.0052	0.0035	BDL	0.0052	0.0079	0.0072	0.001	0.02	2 May cause objectional taste and colour
Zinc	0.0013	BDL	0.001	0.0017	0.0028	BDL	BDL	0.001	5	4 AO, may cause tastes above 5mg/L
NDMA	NR	NR	3.40E-05	1.80E-06	1.39E-06	BDL	2.20E-05	1.60E-06	9.00E-06	2 possibly associated with treated surface water
pH	7.98	7.7	7.61	7.5	8.09	7.94	8.08	N/A	6.5-8.5	4 OG, above 8.5 bitter tastes can occur
TDS	180	200	90	330	160	160	190	35	500	4 AO, as TDS increases palatability of water decreases
Total THMs	0.0025	BDL	0.0045	0.0074	BDL	BDL	BDL	0.001	0.1	2
TKN	BDL	BDL	BDL	BDL	BDL	0.24	1*	-	-	-
Turbidity	0.19	0.22	0.26	0.12	0.012	0.3	0.23	0.1	5	4 AO

All units in mg/L, except pH (unless) and turbidity (NTU)

NR = No Result Reported

AO = Aesthetic Objective

ND = Not Detected

OG = Operational Guideline

NT = Not Tested for

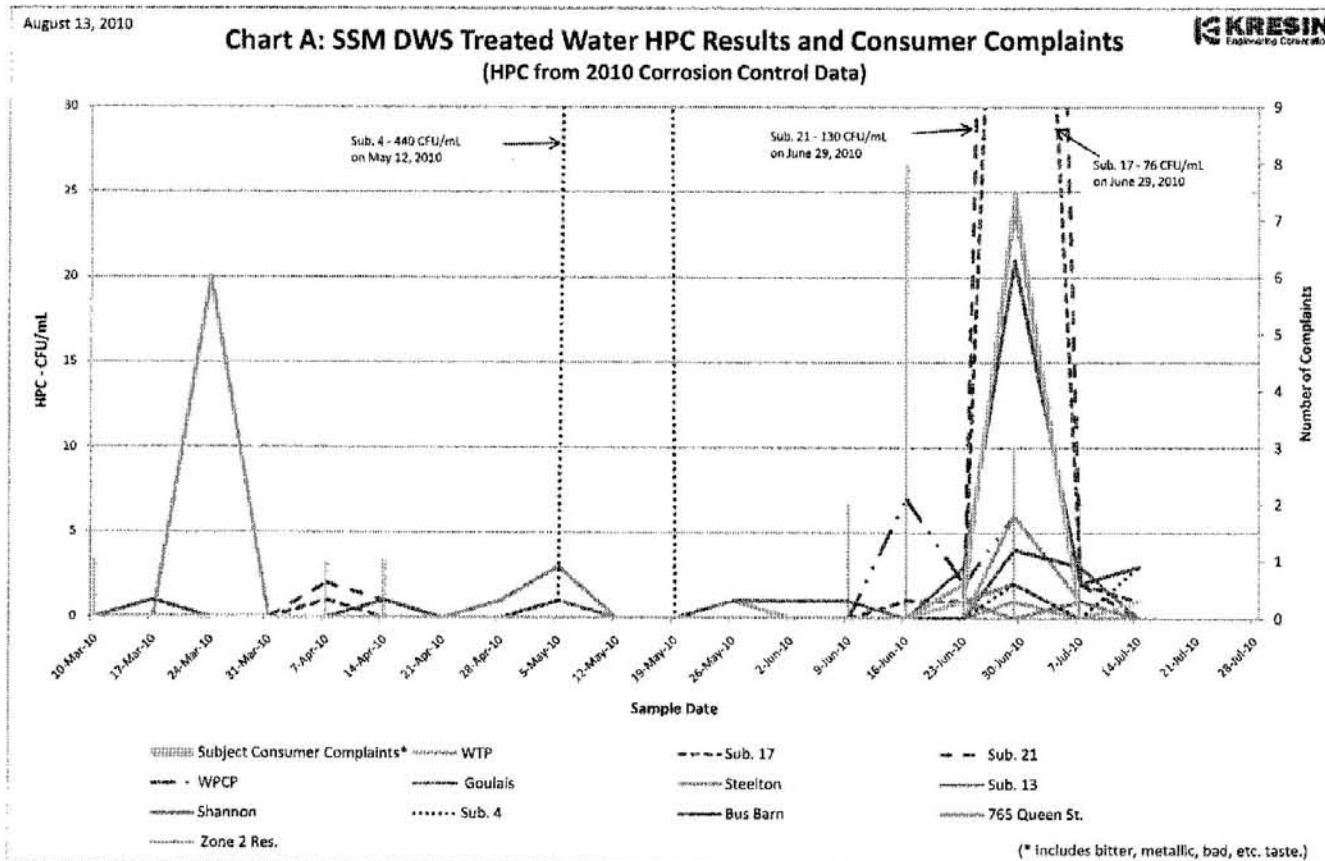
ND<sup>1</sup> = Not Detected in a sample collected on June 16, 2010

\* = Limit = 0.1 for Dauphin-A

ODWS Table 4 - "Objectives and Guidelines"  
ODWS Table 2 - "Chemical Standards"

13-Aug-10

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## MEMORANDUM

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**TO:** CITY OF SAULT STE. MARIE  
MAYOR AND COUNCILLORS

**FROM:** H. J. BRIAN CURRAN, PRESIDENT & C.E.O.  
PUC INC.

**DATE:** July 23, 2010

**SUBJECT:** 2010 SECOND QUARTER SHAREHOLDER REPORT

---

Attached are the second quarter Shareholder Reports for the period April 1 to June 30, 2010 and unaudited financial statements for the month of June.

Claudio Stefano, VP Customer Services and Business Development, will be available to answer any questions on the report at the August 23, 2010 council meeting as I will be on vacation at that time.

If you have any questions prior to the council meeting, please do not hesitate to call me at 759-6538.



H. J. Brian Curran, President & C.E.O.

c.c. City of Sault Ste. Marie, C.A.O.

Attachments      1. 2010 Second Quarter Report  
                      2. Summary of Operations ending June 30, 2010

## PUC INC. 2010 SECOND QUARTER REPORT

### PUC SERVICES

As of June 30, 2010 PUC Services had achieved 647 days without a lost time accident.

The two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

The architect is preparing final floor plans for the new building. The current plan does not include a garage for the vehicle fleet. A decision has been made to postpone the addition of a garage and use the existing garage at the Service Centre. The deferral of the garage and other cost control measures that the architect is pursuing is expected to keep the cost estimate at \$19 million. As the garage is an engineered structure it can easily be added in four or five years when we are confident that our cash flow can accommodate the additional cost. Final building plans and cost estimates will be presented to the shareholder in September for approval to proceed with the preparation of tender documents and construction in the spring of 2011.

In May we began using a 5% biodiesel blend to fuel our fleet of diesels. The biodiesel provides a modest reduction in our carbon foot print but also supports an initiative that is looking at growing oilseeds locally that can be used as a feedstock for the production of biodiesel.

In early June, 5.28 kW of solar panels were installed on the roof of the Steelton pump house at First Avenue and Second Line. A 20 year microFIT contract with the Ontario Power Authority has been obtained. The solar cells are expected to generate approximately \$4,500 in revenue annually with 10% going to the water utility for the use of the pump house roof.

### PUC DISTRIBUTION

In the first six months electricity consumption was down 7.3% compared to budget and down 9% compared to the same period in 2009. The number of heating degree days was 13.7% less in 2010 than in 2009. The much lower heating demand in the winter period significantly impacted electricity consumption.

We continued to move forward with the installation of smart meters. Approximately 31,000 smart meters have been installed to date with less than 900 mandated meters to be installed before year end. The Ontario Energy Board (OEB) recently announced the basis for which the date for implementation of time-of-use rates would be determined for each LDC. In the case of PUC Distribution the date would fall in September 2011. However, we continue to target June 30, 2011 for implementation of TOU rates in Sault Ste. Marie.

The OEB has tentatively allocated electrical energy and demand reduction targets that local distribution companies must attain by December 31, 2014. PUC Distribution's assigned targets are 6 MW in demand and 31Gwh. PUC Distribution's peak demand last summer was 97.5 MW and the annual energy consumption was 733 Gwh. We are required to submit our strategy for achieving the targets to the OEB by November 1, 2010.

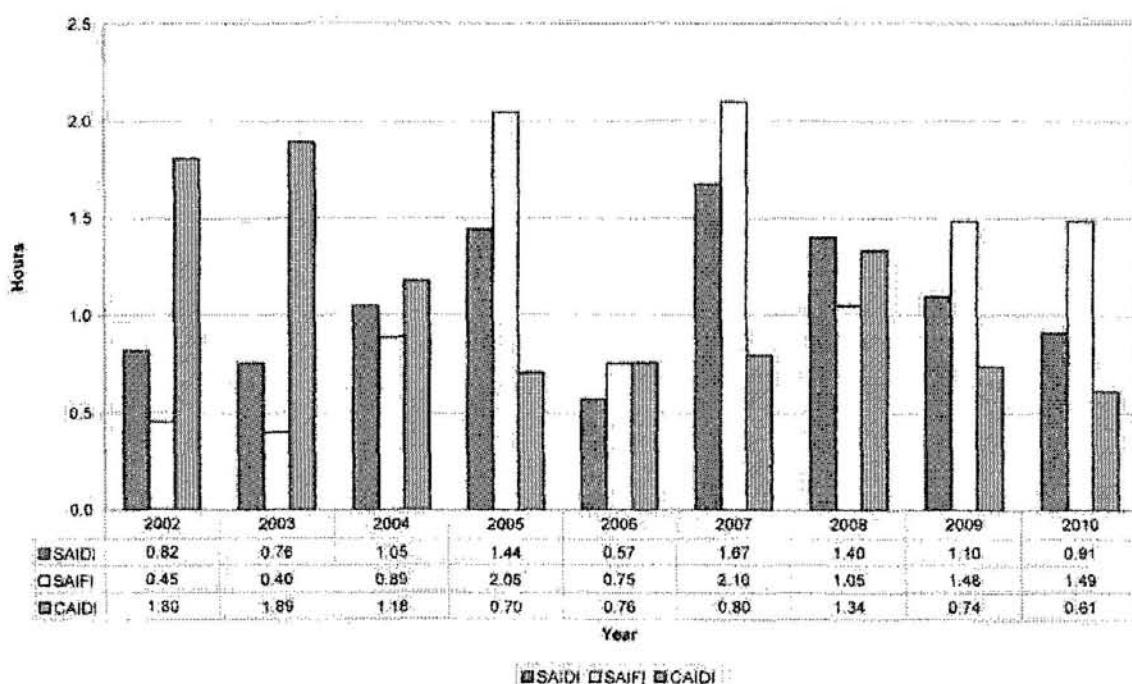
There are four microFIT (i.e. less than 10 kW) solar facilities connected to our distribution system and 26 applications awaiting approval by the Ontario Power Authority.

The 35 kV line to serve the two 10 MW solar generation facilities in the west end of the city is near completion. Further work is required on system protection and control.

As part of our conservation and demand management initiatives 28 schools were visited to assist elementary students in recognizing opportunities to reduce energy consumption. Teachers gave the presentations a very high evaluation rating.

Outage frequency remained at the same level as last year but the average duration of outages decreased. Equipment failure was the cause of the majority of outages. Maintenance is conducted on the distribution system to identify impending equipment failures. In the case of at least one outage, a defective insulator that caused a widespread outage could have been detected by our maintenance crew if the work scheduled for the area affected had been advanced by several weeks.

**Reliability Indices - January 1 to June 30  
(excluding Loss of Supply)**



## WATER SYSTEM

Annual metered water consumption was up 2.5% compared to the first six months in 2009. Water production from the water treatment plant and the wells, however, was down 12% over the same period. One of the major reasons for the divergence between demand and supply is because of the much lower number of watermain breaks so far this year (38) compared to last

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year (99). The number of leaks that were repaired in the latter part of 2009 as a result of the leak detection survey is also a contributing factor to the significant reduction in losses.

Peak daily demand for the second quarter was 49,567 cubic meters which occurred May 26<sup>th</sup> during a period of unseasonably hot and dry weather. By comparison the peak daily demand in the second quarter of 2009 was 48,911 cubic meters occurring on June 24<sup>th</sup>.

The number of taste complaints in the east end of the city that is served predominantly by two wells increased with the warm weather and rise in temperature of water coming out of household taps. A significant effort is being taken to identify the source of the taste problem and to correct it. The water itself is not a health issue either chemically or biologically. The issue is aesthetic in nature but water which is unpalatable to some customers from time to time is recognized as unacceptable given the long history of good tasting water that the entire community has enjoyed.

#### **PUC TELECOM**

The PUC Telecom network continued to provide reliable high speed broadband service in the city. Quotes for service were provided to several businesses in the service area.

#### **PUC ENERGIES**

Business activity was minimal, limited only to sentinel lighting rentals.

#### **FINANCIAL STATUS**

Consolidated PUC Inc. net income was \$729,229 in the first half of 2010 compared to the budgeted amount of \$771,829.

PUC Distribution had revenues of \$7,943,066 for the year compared to \$8,307,098 in the budget. The impact of lower electricity sales on revenue was tempered by the fact that a portion of customer rates includes a fixed monthly charge. PUC Services revenues of \$5,567,765 were \$408,488 under budget. PUC Telecom revenues were \$386,516, \$18,720 below budget. Total expenses for all affiliates were \$13,207,955, \$758,186 under budget.

The water utility had a net operating margin of \$1,070,175 compared to \$720,478 in the budget. Revenues were close to budget but expenses were \$433,215 under budget.

PUC Inc. - Combined  
**STATEMENT OF REVENUES AND EXPENSES**  
For the Quarter Ending June 30 2010



	YTD Actual 2010	YTD Budget 2010	YTD Variance 2010	Annual Budget 2010	Budget % 2010
<b>Revenue</b>					
PUC Distribution Revenue	7,943,066	8,307,098	-364,032	16,435,178	48.3%
PUC Telecom Revenue	386,516	404,236	-17,720	813,015	47.5%
PUC Services Revenue *	5,567,765	5,976,253	-408,489	12,465,606	44.7%
PUC Energies Revenue	36,855	42,580	-5,725	85,400	43.2%
PUC Inc Revenue	2,982	7,805	-4,823	15,000	19.9%
<b>Total Revenue</b>	<b>13,837,184</b>	<b>14,737,972</b>	<b>-800,788</b>	<b>29,814,195</b>	<b>46.7%</b>
<b>Cost of Power</b>					
Cost of Power Revenue	27,276,987	27,165,493	111,494	50,306,469	54.2%
Cost of Power Expense	27,276,987	27,165,495	111,492	50,306,471	54.2%
<b>Net Cost of Power</b>	<b>0</b>	<b>-1</b>	<b>2</b>	<b>-2</b>	<b>(7.5)%</b>
<b>Operating Expenses</b>					
PUC Distribution Operating Expenses	2,483,318	2,549,416	-66,097	5,408,039	45.9%
PUC Telecom Operating Expenses	48,150	43,481	4,669	91,958	52.4%
PUC Services Operating Expenses *	1,966,414	2,355,896	-389,482	4,680,727	42.0%
PUC Energies Operating Expenses	28,352	31,884	-3,531	60,928	46.5%
<b>Total Operating Expenses</b>	<b>4,526,235</b>	<b>4,980,676</b>	<b>-454,441</b>	<b>10,241,652</b>	<b>44.2%</b>
<b>General and Administrative Expenses *</b>	<b>4,597,106</b>	<b>4,933,597</b>	<b>-336,491</b>	<b>9,793,012</b>	<b>46.9%</b>
<b>Depreciation</b>	<b>2,441,248</b>	<b>2,440,922</b>	<b>326</b>	<b>4,882,500</b>	<b>50.0%</b>
<b>Interest Expense</b>	<b>988,757</b>	<b>1,103,847</b>	<b>-115,090</b>	<b>2,207,760</b>	<b>44.8%</b>
<b>Payment in Lieu of Taxes</b>	<b>654,609</b>	<b>507,100</b>	<b>147,509</b>	<b>1,014,236</b>	<b>64.5%</b>
<b>Total Expenses</b>	<b>13,207,955</b>	<b>13,966,141</b>	<b>-758,187</b>	<b>26,139,162</b>	<b>46.9%</b>
<b>Income (Loss)</b>	<b>729,229</b>	<b>771,829</b>	<b>-42,600</b>	<b>1,675,035</b>	<b>43.5%</b>

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**Public Utilities Commission of Sault Ste. Marie**  
**STATEMENT OF REVENUES AND EXPENSES**  
For the Quarter Ending June 30 2010



	YTD Actual 2010	YTD Budget 2010	YTD Variance 2010	Annual Budget 2010	Budget % 2010
<b>Operating Revenue</b>					
Water Sales	\$5,933,339	\$5,843,946	-\$10,607	\$11,802,777	49.4%
Miscellaneous	\$165,824	\$238,734	-\$72,910	\$580,306	28.6%
<b>Total Operating Revenue</b>	<b>\$5,999,163</b>	<b>\$6,082,680</b>	<b>-\$83,517</b>	<b>\$12,383,083</b>	<b>48.4%</b>
<b>Total Operating Expenses</b>	<b>\$2,691,676</b>	<b>\$3,333,016</b>	<b>-\$441,340</b>	<b>\$6,252,043</b>	<b>46.3%</b>
<b>Total General and Administrative Expenses</b>	<b>\$1,113,389</b>	<b>\$1,129,187</b>	<b>-\$15,798</b>	<b>\$2,284,116</b>	<b>49.2%</b>
Depreciation	\$900,000	\$900,000	\$0	\$1,800,000	50.0%
Interest Expense	\$23,924	\$0	\$23,924	\$494,668	4.8%
<b>Total Expenses</b>	<b>\$4,928,988</b>	<b>\$5,362,203</b>	<b>-\$433,214</b>	<b>\$10,610,827</b>	<b>45.6%</b>
<b>Net Operating Margin</b>	<b>\$1,070,175</b>	<b>\$720,478</b>	<b>\$349,697</b>	<b>\$1,572,256</b>	<b>68.1%</b>

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10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-147

**AGREEMENT:** (E.3.4.4.) A by-law to authorize the execution of an agreement between the City and Kresin Engineering for the construction of the Pine Street extension from Northern Avenue to Second Line.

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 23<sup>rd</sup> day of August, 2010 between the City and Genivar Consultants for the reconstruction of John Street between Wellington Street and Conmee Avenue.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23<sup>rd</sup> day of August, 2010.

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ACTING MAYOR – FRANK FATA

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CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2010-148/Agreement Kresin Engineering

**NOTICE**

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

**AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 9 day of August, A.D. 2010**

**-BETWEEN-**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

**-AND-**

**KRESIN ENGINEERING CORPORATION**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

WHEREAS the Client intends to:

Construct an extension of Pine Street from Northern Avenue to Second Line.

and WHEREAS the construction shall include roadway, sanitary sewer, storm sewer and watermain, as well as signalized intersections at Northern Avenue and Second Line.

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## ARTICLE 1 - GENERAL CONDITIONS

### **1.01 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Engineer shall mean professionals and specialists engaged by the Client directly and whose names are party to this Agreement.

### **1.02 Services**

The services to be provided by the Engineer and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

### **1.03 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3.

### **1.04 Staff and Methods**

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer's staff.

### **1.05 Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

### **1.06 Patents**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for any other municipal purpose or project.

### **1.07 Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

#### **1.08 Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

#### **1.09 Suspension or Termination**

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

#### **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

#### **1.11 Insurance**

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000.00 for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

### **1.12 Contracting for Construction**

Neither the Engineer nor any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

### **1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

### **1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

### **1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency.

### **1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with

Section 1.23.1 (c).

**1.17 Specialized Services**

The Engineer may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

**1.21 Arbitration**

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, C-A. 24, as amended shall apply.

**1.22 Time**

The Engineer shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as

not to delay the work of the Engineer.

### **1.23 Estimates, Schedules and Staff List**

#### **1.23.1 Preparation of Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List**

When requested by the Client, the Engineer shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees and/or upset fee limit(s) to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

#### **1.23.2 Subsequent Changes in the Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List**

The Engineer will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees/upset fee limits beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

Such approval shall not be unreasonably withheld by the Client.

#### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

## **ARTICLE 2 - SERVICES**

The following definitions shall apply:

### **2.1 Engineer's Services for Planning (Class EA) of the Project**

The Engineer shall provide the services for planning of the Project and such work shall include the following:

1. Meeting with the Client to confirm the applicable Class EA schedule, and review of the proposed work program, including the preparation of a meeting report.
2. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in a public open house.

### **2.2 Client's Services for Planning (Class EA) of the Project**

The Client shall provide the Engineer with:

1. Confirmation of appropriate Class EA schedule.
2. General direction in the provision of services and approvals within reasonable time as necessary during the currency of this Agreement.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Copies of all related plans, drawings, documents and reports relating to the Project.

### **2.3 Engineer's Services for Preliminary Design of the Project**

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.
2. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
4. Development of proposed typical cross-sections for the roadway, including number of driving lanes, turning lanes, rights-of-way, curbs and sidewalks, intersecting roads and other cross section elements.
5. Preparation of a design criteria with due consideration being given to such ancillary features as curbs, sidewalks, illumination, signs, signals, fences, landscaping and zone painting.
6. Preparation of a design brief indicating the principle design features, and including an estimate of construction cost.

7. Meeting with and presenting to the Client alternative design concepts and obtaining input on the preferred.
8. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.
9. Preparation and distribution of minutes of Project meetings.
10. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.
11. Assembling and evaluating existing drainage data.
12. Preparation of general drainage requirements.
13. Identification of major utility installations and adjustments.
14. Preparation of preliminary design drawings.
15. Preparation of property acquisition plans, if any.
16. Development of construction cost estimates.
17. Preparation of MTO Justification Report for submission to MTO for connecting link funds, if required.

#### **2.4 Client's Services for Preliminary Design of the Project**

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. Copies of all survey data, bench marks and plans of the Project, including digital data.
4. Copies of available traffic information including traffic counts, accident reports, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.
7. Copies of CCTV inspector reports of both sanitary and storm sewers located in the area of the Project.
8. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.

9. Copies of available sanitary sewage drainage area plans/reports prepared for the study area.
10. Copies of available storm drainage area plans/reports prepared for the study area.
11. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.
12. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
13. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (13) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

## **2.5 Engineer's Services for Detailed Design of the Project**

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Conducting field survey work, if required, after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.
5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.

6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.
9. Provision of ten (10) complete sets of tendering documents and drawings.
10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
12. Assisting the Client in advertising for tenders.
13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

## **2.6 Client's Services for Detailed Design of the Project**

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement:

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Detailed site survey data, in digital form.
3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.
5. Standard drawings for specific installations required by the client.
6. General direction of the Engineer in the provision of the services.
7. Any available information regarding utilities necessary for the preparation of the plans.

8. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.
10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

## **2.7 Engineer's Services for Contract Administration and Construction Supervision of the Project**

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Engineer's duties for general review are as follows:

### **(a) Contract Administrative Services**

1. Review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.
2. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
4. Review of shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.
6. Processing and issuing of payment certificates.
7. Conducting progress meetings as may be required.

(b) **Construction Inspection Services**

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and calculation of pay quantities for the work.
3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
9. Preparing and submitting to the Client one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

**2.8 Client's Services for Contract Administration and Construction Inspection of the Project**

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Engineer in the provision of the services.
3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit

- instructions to, and receive information from, the Engineer.
5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

## 2.9 Milestones

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### **3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes.  
Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) Cost of the Work:

(NOT APPLICABLE)

(c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### **3.2 Basis of Payment**

#### **3.2.1 Fees Calculated on a Time Basis**

3.2.1.1 The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:

- (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
- (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

### **3.2.1.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

### **3.2.1.3 Estimate of Fees**

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

### **3.2.3 Computer Services and Total Station Survey Services**

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile charges, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

## **3.3 Payment**

### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

10(a)

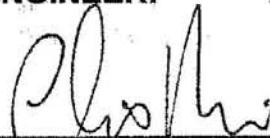
IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, DELIVERED

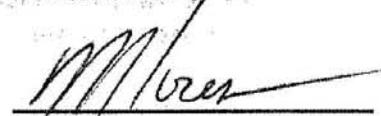
in the presence of:

ENGINEER:

Kresin Engineering Corporation

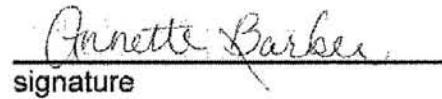


Chris Kresin, P.Eng.  
PRESIDENT



Michael Kresin, P.Eng.  
SECRETARY/TREASURER

WITNESS

  
signature

Annette Barber, Accounts  
name and title of person signing

CLIENT: The Corporation of the City of Sault Ste. Marie

Signature

WITNESS

Acting Mayor - Frank Fata  
name and title of person signing

signature

signature

name and title of person signing

City Clerk - Malcolm White  
name and title of person signing

10(a)

Schedule "1"

**MEMORANDUM OF AGREEMENT dated the 9 day of August, A.D. 2010.**

-BETWEEN-

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

-AND-

**KRESIN ENGINEERING CORPORATION**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

Estimated Project Schedule:

	Key Task	Start	End
1.	Preliminary Design	September 2010	October 2010
2.	Detailed Design (Phase 1)	October 2010	January 2010
3.	Tender (Phase 1)	January 2010	February 2011
4.	Construction (Phase 1)	February 2011	November 2011
5.	Detailed Design (Phase 2)	October 2010	January 2012
6.	Tender (Phase 2)	February 2012	March 2012
7.	Construction (Phase 2)	April 2012	November 2012
8.	As-Constructed Records	November 2012	January 2013

\* Phase 1 includes Northern Avenue intersection to Second Line

\*\* Phase 2 includes Second Line intersection

10(a)

Schedule "2"

**MEMORANDUM OF AGREEMENT dated the 9 day of August, A.D. 2010**

-BETWEEN-

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

-AND-

**KRESIN ENGINEERING CORPORATION**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

Estimated Project Fees

	Key Task	Labour	Disbursements
1.	Preliminary Design	26,500	500
2.	Detailed Design (Phase 1)	26,000	100
3.	Tender (Phase 1)	27,000	1,000
4.	Construction (Phase 1)	200,000	1,000
5.	Detailed Design (Phase 2)	30,000	100
6.	Tender (Phase 2)	22,000	1,000
7.	Construction (Phase 2)	100,000	1,000
8.	As-Constructed Records	6,000	500
Sub-Totals:		\$ 437,500	\$ 5,200
TOTAL:			\$ 437,700

Standard Billing Rates

Staff	Hourly Rates (2010)
Senior Engineer	\$100.00/hour to \$120.00/hour
Engineer	\$80.00/hour to \$100.00/hour
Senior Technician	\$70.00/hour to \$85.00/hour
Junior Technician	\$55.00/hour to \$65.00/hour
Secretarial	\$55.00/hour to \$60.00/hour

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2010-148

**AGREEMENT:** (E.3.4.4.) A by-law to authorize the execution of an agreement between the City and Genivar Consultants for the reconstruction of John Street between Wellington Street and Conmee Avenue.

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 23<sup>rd</sup> day of August, 2010 between the City and Genivar Consultants for the reconstruction of John Street between Wellington Street and Conmee Avenue.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23<sup>rd</sup> day of August, 2010.

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ACTING MAYOR – FRANK FATA

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CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2010-148/Agreement Genivar Consultants

**NOTICE**

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CITY SOLICITOR

10(b)

SCHEDULE A

-1-

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 23rd day of August  
A.D. 2010

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

GENIVAR Consultants LP

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

- \* WHEREAS the Client intends to reconstruct John Street from Wellington Street West to Connée Avenue, including sanitary sewers, storm sewers, watermains, services, roadworks, and streetlights.

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

**ARTICLE 1 - GENERAL CONDITIONS****1.01      Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**1.02      Services**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

**1.03      Compensation**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For the purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

**1.04      Staff and Methods**

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P, 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

**1.05      Drawings and Documents**

Subject to Section 3.2.2 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

**1.06      Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

**1.07      Records and Audit**

- (a)      In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b)      The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08

Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2 . In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09

Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2, for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10

Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11

Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

- b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

- c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such

Increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

**1.12 Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (b).

**1.17 Sub-Consultants**

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain,

which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

**1.21****Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

**1.22****Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**1.23****Estimates, Schedules and Staff List****1.23.1****Preparation of Estimate of Fees, Schedule of Progress and Staff List**

Schedule A to this Agreement includes the following:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis.

**1.23.2****Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (b).

**1.23.3****Monthly Reporting of Progress**

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

**ARTICLE 2 - SERVICES****2.1 Consultant's Services for Preliminary Design of the Project**

The Consultant shall provide the Services for preliminary design for the Project and such work shall include the following:

1. Meet with the appropriate representatives of the municipality.
  - a) Obtain full information on existing and proposed municipal services, roads and other facilities.
  - b) Obtain the Client's standard criteria for design.
  - c) Establish the extent of services to be provided and the manner of presentation.
2. Conduct a physical reconnaissance and review topographical maps of the Project area to ascertain the location, topography, drainage and existing municipal services.
3. Establish the design criteria for the design of the Project.
4. Recommend environmental parameters for the design.
5. Assemble existing soils data and recommend additional soils program, if required.
6. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
7. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
8. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bays, entrances, intersecting roads and other cross section elements.
9. Concept design of interchanges and intersections.
10. Preparation and distribution of minutes of Project meetings.
11. Correspondence with governmental ministries, agencies and other public authorities for design information.
12. General drainage requirements.
13. Preliminary property and right-of-way requirements.
14. Major utility installations and adjustments.
15. Review and utilization of the detailed topographic survey provided by the Client and supplemental survey work necessary for the provisions of the services herein and,
  - a) For the assessment and verification of feasibility of engineering alternatives considered for the Project.
  - b) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
  - c) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
16. Preparation of Preliminary Design Drawings.
17. Preliminary construction cost estimates.

**2.2 Client's Services for Preliminary Design**

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign Investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. A detailed topographic survey of the existing features within the project limits.
4. Traffic information.
5. Available Traffic or Transportation Study Reports of the area.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
7. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

**2.3 Consultant's Services for Detailed Design of the Project**

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Supplemental field survey work required after the design criteria and functional alignment have been established, which shall include all supplemental survey work necessary for the establishing of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Project.
3. Drainage studies and the preparation of detailed design drawings and specifications for storm sewers and all necessary drainage works.
4. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
5. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgment, deems advantageous to the Client.
6. The preparation of appropriate plans showing any lands or interests in land required for the Project.
7. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
8. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.
9. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.

10. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
11. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.
12. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
13. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
14. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.
15. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

**2.4 Client's Services for Detailed Design**

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services may be assigned to the Consultant under Section 1.08.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any information regarding utilities necessary for the preparation of the plans in the possession of the Client.
6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the consultant's services under this agreement.

**2.5 Consultant's Services for Construction Administration on the Project**

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

**(a) Administrative Services During Construction**

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
5. Advise on the validity of charges for additions or deletions and preparation of change orders.
6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
7. Maintain adequate records related to the construction contracts.
8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.
9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
10. Schedule and attend job meetings as deemed necessary.
11. Report on the progress of construction to the Client.

**b) Resident Staff Services During Construction**

Resident staff services will be provided by the Consultant on a full time basis. Such services include:

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
7. Maintain sufficient data to determine periodic progress of the Project.
8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

- 10 -

**2.6 Client's Services for Construction Administration**

The Client shall provide the Consultant with the following Services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.
4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement

**ARTICLE 3 - FEES AND DISBURSEMENTS****3.1      Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**(a)      Cost of the Work:**

- (i)      The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii)     Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii)    Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv)     In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v)      The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

**(b)      Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2      Basis of Payment****3.2.1    Fees Calculated on a Time Basis**

3.2.1.1    The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications in accordance with Schedule A attached.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

**3.2.1.2    Time Expended**

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

**3.2.2    Reimbursable Expenses**

In addition to the fee, the Consultant shall be reimbursed at cost, plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

### **3.3 Payment**

### **3.3.1 Fees Calculated on a Time Basis**

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1% percent monthly will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**CONSULTANT, GENIVAR Consultants LP**

The signatory shall have the authority to bind the corporation or company for purposes of this agreement.

(Signature)

Marz Kord

**(Name)**

**Senior Vice President**

## **Western & Northern Ontario**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement.

Acting Mayor: JOHN BROWNSWICK REND Frank Fata

**Clerk: Malcolm White**

SCHEDULE A1. Fee Estimate

The estimated total fees for the assignment, including all expenses and disbursements are shown in the following table. The total fee for the construction phase of the assignment is an estimate based on experience on similar projects and an anticipated construction duration. The actual fee during construction is dependent on the Contractor's schedule and construction methodology. The Total Fee for the assignment is an Upset Limit for the specified Scope of Work and will not be exceeded without the approval of the Corporation of the City of Sault Ste. Marie.

Description of Services	Scope of Work	Estimated Fee	Upset Limit
Preliminary and Detailed Design of the Project	Agreement Sections 2.1 and 2.3	\$225,000.00	
Administration and Resident Staff Services During Construction	Agreement Section 2.5	\$490,000.00	
Total Upset Limit			\$715,000.00

Fees do not include H.S.T.

2. Billing Rates

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

Job Description / Classification	Billing Rates	Full-Time Resident Services Rates
Senior Manager/Specialist	\$130-\$170/hr	
Senior Engineer / Project Manager	\$110-\$130/hr	
Intermediate Engineer	\$90-\$110/hr	
Junior Engineer	\$65-\$85 / hr	
Senior Technician / Designer	\$75-\$100 / hr	\$70-\$85 / hr
Intermediate Technician / Designer	\$65 - \$75 / hr	\$60-\$70 / hr
CAD Operator	\$65 - \$80 / hr	
Junior Technician	\$50 - \$65 / hr	\$55 / hr
Secretarial	\$45 - \$60 / hr	

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2010-151

**AGREEMENTS:** (E.3.4.) A by-law to authorize a contract between the City and R. M. Belanger Limited for the rehabilitation of Municipal Bridge No. 1 Highway 17/Great Northern Road 0.4 kilometres north of Fourth Line. (Contract 2010-9E).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" hereto dated the 23<sup>rd</sup> day of August, 2010 and made between the City and R. M. Belanger Limited for the rehabilitation of Municipal Bridge No. 1 Highway 17/Great Northern Road. (Contract 2010-9E).

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23<sup>rd</sup> day of August, 2010.

---

ACTING MAYOR – FRANK FATA

---

CITY CLERK – MALCOLM WHITE

**NOTICE**

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

## SCHEDULE A

**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**CONTRACT 2010-9E**  
**FORM OF AGREEMENT**

This Agreement made (in triplicate) this 23rd day of August in the year 2010 by and between R. M. Belanger Limited hereinafter called the "Contractor"

**AND**

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

**WITNESSETH:** That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**CONTRACT 2010-9E Great Northern Road/ Highway 17 Bridge Rehabilitation**

which have been signed in triplicate by both parties and which were prepared under the supervision Jerry Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Engineer.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

10(c)

7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

**THE CORPORATION:** The Corporation of the City of Sault Ste. Marie  
P.O. Box 580  
Civic Centre  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5N1

**THE CONTRACTOR:** R.M. Belanger Limited  
100 Radisson Avenue  
Chelmsford, Ontario  
P0M 1L0

**THE ENGINEER:** Mr. Jerry Dolcetti, R.P.P.  
Commissioner  
Engineering & Planning  
P.O. Box 580  
99 Foster Drive  
Sault Ste. Marie, Ontario P6A 4N1  
Facsimile (705) 541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

---

MAYOR – John Rowswell

(seal)

---

CITY CLERK – MALCOLM WHITE

**THE CONTRACTOR**

R.M. Belanger Limited  
COMPANY NAME

---

(seal)

---

SIGNATURE

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-149

**COMMUNITY SERVICES DEPARTMENT:** (L.5.2.) A by-law to authorize the issuance of \$5.1 million of long term debt to finance the construction of a West End Community Centre.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 401 of the Municipal Act, 2001 ENACTS as follow:

1. **WEST END COMMUNITY CENTRE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the issuance of \$5.1 million of long term debt to finance the construction of a West End Community Centre.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 23<sup>rd</sup> day of August, 2010.

---

ACTING MAYOR – FRANK FATA

---

CITY CLERK – MALCOLM WHITE

**NOTICE**

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-143

**LANE ASSUMPTION:** a by-law to assume for public use and establish as a public lane, a lane in the Wilding Park Subdivision, Plan 6541 (P.2010-3)

THE Council of the Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANES ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, the lane more particularly described on Schedule "A" to this by-law.

2. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

3. **EFFECTIVE DATE**

The by-law takes effect on the day of its final passing.

PASSED in open Council this 23rd day of August, 2010.

---

ACTING MAYOR – FRANK FATA

---

CITY CLERK - MALCOLM WHITE

da/by-laws/by-laws2010/ 2010-143 lane assump Wilding Park Sub

**NOTICE**

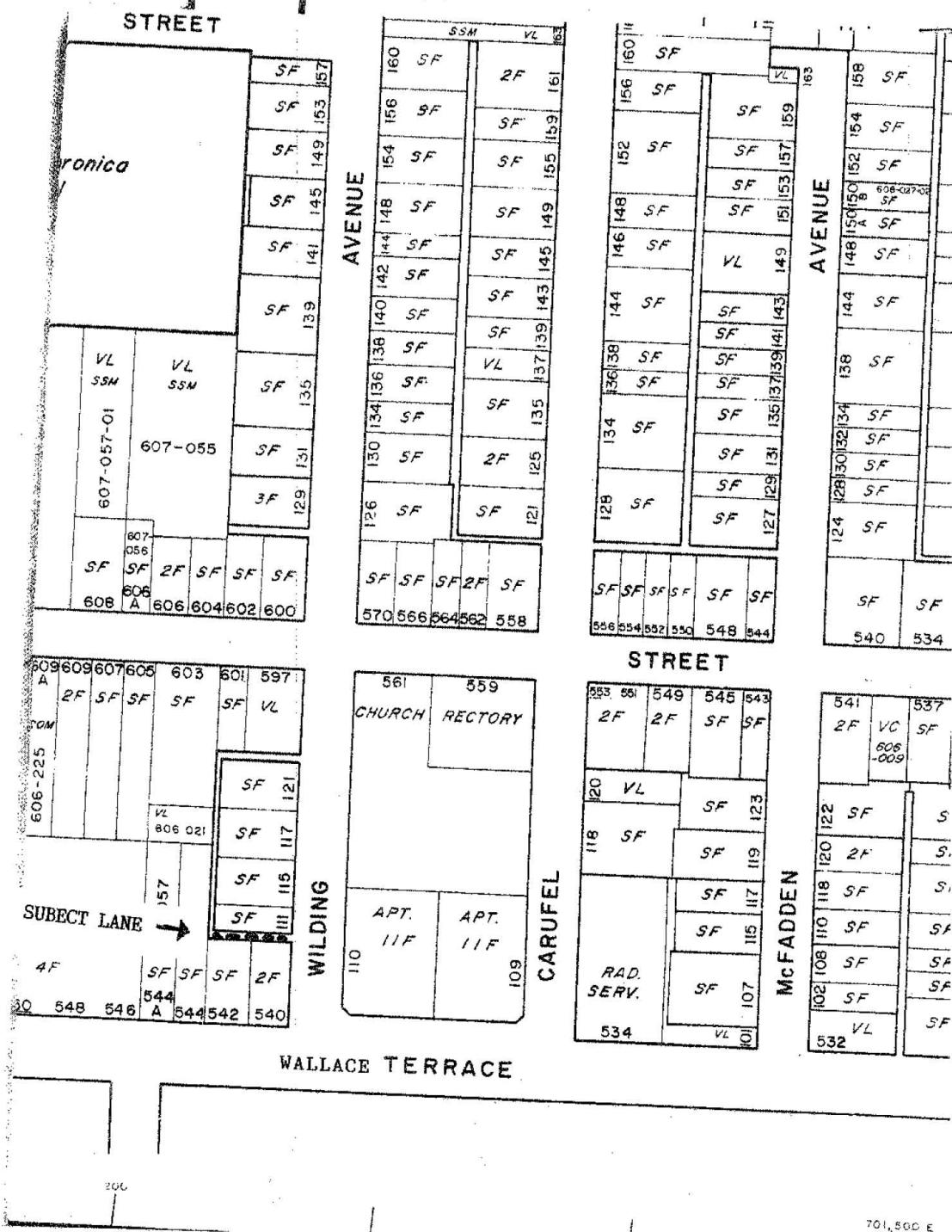
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CITY SOLICITOR

10(e)

SCHEDULE "A"  
TO BY-LAW 2010-143 AND BY-LAW 2010-144

The first lane lying north of Wallace Terrace and west of Wilding Avenue,  
Wilding Park Subdivision, Plan 6541.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2010 – 145**

**PARKING:** (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P. 15 and amendments thereto,  
**ENACTS AS FOLLOWS:**

**1. SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 23<sup>rd</sup> day of August, 2010.

---

ACTING MAYOR – FRANK FATA

---

CITY CLERK – MALCOLM WHITE

Bb Bylaws\2010\2010-145\Parking Officers – Private lots

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CITY SOLICITOR

## SCHEDULE "A"

## Schedule "A"

10(+)

BADGE NO.	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12	ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30	RENOELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35	ORR,DEREK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
37	MILLER,STEVE	NORPRO SECURITY	REGENT PROP/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
59	BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109	SESECIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E
113	TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
153	TASSONE,VITO	TASSONE CHIROPRACTIC	873 QUEEN ST E
163	BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
186	HARMAN,JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
181	BROWN,STEVEN,GEORGE	SEP SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196	SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240	MASON,STEPHEN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241	COGHILL,ROBIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249	CHO,LINDA	DR RAYMOND CHO	71 & 131 EAST ST. / 129 SECOND LINE W
253	TRAVSON,TERRANCE(TERRY)	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA
274	DAVIDSON,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
276	SMITH,DENNIS,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
287	SWIRE,WILLIAM,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
299	DIMMA,WMILL,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
314	AASEN,PAULINE	UNIT PARK	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
321	LORENZO,COREY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
334	MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335	GROSSO,DONALD	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
342	PICK,DENNY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
343	CHILLMAN,JODI	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
344	HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
345	SETCHELL,RODDY	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
346	HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354	STEEVES,ROBERT	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
366	TROINOW,VICTORIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
369	CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE,ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN,ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376	FINN,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
377	BADGERO,PAUL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
379	MANGONE,MATTHEW	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
380	MARIN,MARTY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
384	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
385	LOUBERT,JACOB	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
389	SANDIE,KEVIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
391	MCLEOD,HEIDI	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
392	MEINCKI,KENNETH	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
395	KELLY,PATRICK	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
396	THOMAS,RANDELL	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
404	HUDSON,BRIAN	CORPS OF COMM	22 BAY ST.(FEDERAL BUILDING )
405	MATCHETT, CASEY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
406	LEBLANC,SERGE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
409	MOAR, ALEXANDRA	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNIER,HAROLD	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411	MOORE,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
412	MEINCKI,EMILY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
413	HILL,MICHAEL	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
419	RAYMO,ADAM	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
420	FABIANO,ANTONIO	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
421	DUNN,PATRICK	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
422	BENNETT,JEFF	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA
423	VANDERKLIFT,DYLAN	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
425	ELLIS,MARTY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
426	DIMMA,JUSTIN	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
428	DIAS,JASON	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
429	STEWARD,MARK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	RUSCIO,DOMINIC	MAJOR CONST.	TRAVELODGE
431	DICKSON,SHANE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
433	MAJOR,ROBERT	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
435	TRUMBLE,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
436	COUTURIERE,NATASHA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
438	GRASLEY,JOSEPH	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
439	LAMBERT,JOSEPH	UNIT PARK	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
440	HAMMERSTEDT,ERIC	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
441	WILSON,DAVID	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
442	MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

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444	MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
446	HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447	FRIGAULT,JESSE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
449	ARCHIBALD,THOMAS	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
450	CHAPMAN,DANIEL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
451	KELLY,PATRICK	GAS SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT

10(9)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-146

**REGULATIONS:** (R.1.2.19.) A by-law to amend sections of By-law 2005-166 (being a by-law to regulate signs within the City of Sault Ste. Marie).

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to sections 11.1(7) and 99 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, ENACTS as follows:

1. **SECTION 2(j) OF BY-LAW 2005-166 AMENDED**

Section 2(j) of By-law 2005-166 is deleted and replaced with the following:

- "(j) No portable sign shall be located within a distance of 3.05 metres from the intersecting lot lines or projections thereof that abut a street, intersection or driveway."

2. **SECTION 2.1 OF BY-LAW 2005-166 AMENDED**

Section 2.1 of By-law 2005-166 is deleted and replaced with the following:

"Where a portable sign or portion of a portable sign is illegally located on City property, the sign may be removed by the City forthwith without any notice to the owner at the sign owner's expense. Once removed, the sign shall be stored for a period not to exceed fifteen (15) days upon which the said sign may be destroyed by the City. Nothing in this section prohibits the City from proceeding with prosecution for the illegal sign despite its removal."

3. **EFFECTIVE DATE**

This by-law comes into effect on the day of its final passing.

PASSED in Open Council this 23rd day of August, 2010.

\_\_\_\_\_  
ACTING MAYOR – FRANK FATA

\_\_\_\_\_  
CITY CLERK – MALCOLM WHITE

DH By-laws\2010\2010-146 Amends signs bylaw

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CITY SOLICITOR

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-150

**STREET ASSUMPTION:** (S.2.3) a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 11(1) and 31(1) of the Municipal Act, S.O. 2001, c.25 thereto ENACTS as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of August, 2010.

---

ACTING MAYOR - FRANK FATA

---

CLERK – MALCOLM WHITE

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CITY SOLICITOR

## SCHEDULE "A"

- 1) **Leigh's Bay Road Road**  
PART OF PIN 31610-0017 (LT)  
PT SEC 33 KORAH, BEING PTS 3 & 4 1R-1533; SAULT STE. MARIE
- 2) **Old Goulais Bay Road**  
PIN 31566-0504 (LT)  
BLOCK 6, PLAN 1M569; SAULT STE. MARIE
- 3) **McNabb Street**  
PIN 31532-0312 (LT)  
PT LT 124-130, PL 20146 ST. MARY'S; PT CALEDON ST. PL 20146  
ST. MARY'S CLOSED BY T101315 BEING PTS 1, 2, 3, 4 & 5  
1R11933 SUBECT TO AN EASEMENT AS IN T154894 SUBJECT TO  
AN EASEMENT AS IN T154854 SUBECT TO AN EASEMNT AS IN  
T154855; SAULT STE. MARIE
- 4) **Yates Avenue**  
PART OF PIN 31609-0368 (LT)  
PT SEC 34 KORAH PT 9, 10, 11 AND 12 ON 1R10744  
SAULT STE. MARIE
- 5) **McNabb Street**  
PIN 31516-0312 (LT)  
PT LT 1 CON 3 ST. MARY'S PT 1 1R11687;  
SAULT STE. MARIE
- 6) **McNabb Street**  
PIN 31516-0314 (LT)  
PT LT 1 CON 3 ST. MARY'S PT 2 1R11687;  
SAULT STE. MARIE
- 7) **Lake Street**  
PIN 31515-0342 (LT)  
PT PARK LT 2 CON 4 ST. MARY'S; PT 3 1R11843;  
SAULT STE. MARIE
- 8) **McNabb Street**  
PIN 31515-0343 (LT)  
PT PARK LT 2 CON 4 ST. MARY'S PTS 8, 9 & 10 1R11843 SUBJECT  
TO AN EASEMENT AS IN T451066; SAULT STE. MARIE
- 9) **Black Road**  
PIN 31505-0108 (LT)  
PT LT 26 RCP H735 TARENTORUS; PT 5 1R11890  
SAULT STE. MARIE
- 10) **Black Road**  
PIN 31505-0111 (LT)  
PT LT 26 RCP H735 TARENTORUS PTS 10 & 11 1R11884 S/T AN  
EASEMENT AS IN T171201; SAULT STE. MARIE
- 11) **Black Road**  
PIN 31505-0114 (LT)  
PT LT 23 RCP H735 TARENTORUS PTS 6 & 7 1R11903  
SAULT STE. MARIE
- 12) **Black Road**  
PIN 31505-0105  
PT LT 24 RCP H735 TARENTORUS PT 6 1R11893  
SAULT STE. MARIE

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO 2010-144

**LANE CLOSING:** a by-law to stop up, close and authorize the conveyance of a lane in the Wilding Park Subdivision, Plan 6541 (P.2010-3)

**WHEREAS** the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2010-143;

**NOW THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

6. **EFFECTIVE DATE**

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

READ the FIRST and SECOND time this 23rd day of August, 2010.

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CITY SOLICITOR

ACTING MAYOR – FRANK FATA

CITY CLERK - MALCOLM WHITE

10(1)

READ a **THIRD** time and finally **PASSED** in open Council this \_\_\_\_\_ day of  
2010, after notice thereof had been published once a week for two consecutive  
weeks and after the Council had met to hear every person who had applied to be  
heard.

---

**MAYOR - JOHN ROWSWELL**

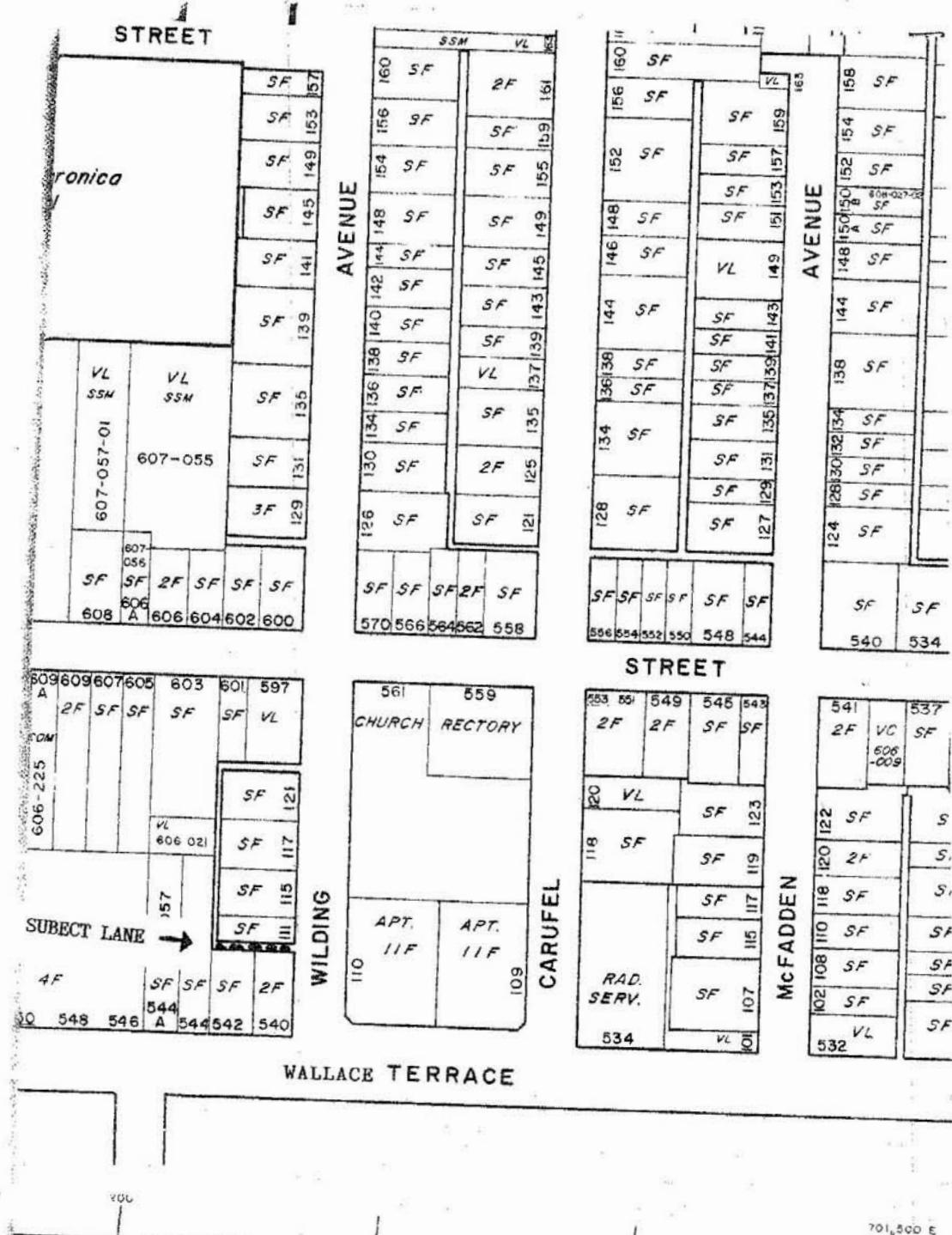
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**CITY CLERK - MALCOLM WHITE**

10(1)

SCHEDULE "A"  
TO BY-LAW 2010-143 AND BY-LAW 2010-144

The first lane lying north of Wallace Terrace and west of Wilding Avenue, Wilding Park Subdivision, Plan 6541.



10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2010-139

**LANE CLOSING:** a by-law to stop up, close and authorize the conveyance of a lane in the Hime-Chitty Subdivision, Plan 18954 (P.2010-1)

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2010-138;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, ENACTS as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

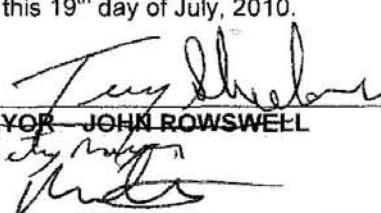
6. **EFFECTIVE DATE**

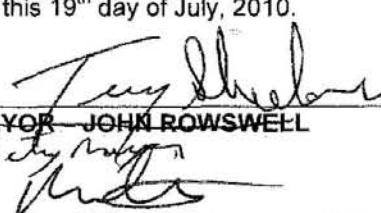
This by-law takes effect on the day of its final passing.

READ the FIRST and SECOND time this 19<sup>th</sup> day of July, 2010.

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CITY SOLICITOR

  
MAYOR JOHN ROWSSELL

  
CITY CLERK - MALCOLM WHITE

10(y)

READ a THIRD time and finally PASSED in open Council this 23<sup>rd</sup> day of August, 2010, after notice thereof had been published once a week for two consecutive weeks and after the Council had met to hear every person who had applied to be heard.

ACTING MAYOR - FRANK FATA

CITY CLERK - MALCOLM WHITE

da/by-laws/2010 by-laws/2010-139 Lane Closing Hime Chitty Sub

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CITY SOLICITOR

100%

**SCHEDULE "A"**  
TO BY-LAW 2010-138 AND BY-LAW 2010-139

The lane shown as parts 1 and 2 on the draft plan prepared by D. S. Urso Surveying Ltd. dated August 24, 2006 (File U-9615) in the Chitty's Re-Subdivision (Hime Subdivision), Plan 18954

