

AGENDA
REGULAR MEETING OF CITY COUNCIL
2010 11 08
4:30 P.M.
COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the Minutes of the Regular Council Meeting of 2010 09 27 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor D. Celetti

Seconder: Councillor T. Sheehan

Resolved that the Agenda for the 2010 11 08 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Dr. John McLaughlin representing the Baha'i Community will be in attendance concerning Proclamation – "Unity and Diversity Week".
- b) Gail Patreau, Community Justice Worker, Sault Ste. Marie will be in attendance concerning Proclamation – "Restorative Justice Week".
- c) Dree Pauze, Community Coordinator, Social Services Department will be in attendance concerning Proclamation – "Homeless Awareness Week".
- d) Chris Rous, Chair, Cultural Advisory Board will be in attendance to present the 2010 Cultural Advisory Board Community Recognition Awards to Ardys and John Fleming and Dr. Robert Ewing.

PART ONE – CONSENT AGENDA

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

- a) Correspondence from the Municipality of Macdonald, Meredith and Aberdeen Additional (concerning centre-line rumble strips) is attached for the information of Council.
- b) Correspondence from the Ontario Lottery and Gaming Corporation advising that the quarterly payment of the 5% - 2% allocation from July 1 to September 30, 2010 is \$394,017 is attached for the information of Council.
- c) Letters of request for temporary street closings are attached for the consideration of Council:
 - 1) Queen Street East from Simpson to Gore Street, Simpson Street from Victoria Avenue to Queen Street East and Queen Street East from Pine Street to Church Street in conjunction with the 2010 Rotary Santa Claus Parade (November 20th, 2010).
 - 2) Weldon Avenue between Cunningham Road and MacDonald Avenue in conjunction with the F.H. Clergue Playground Fundraiser (November 27th, 2010).

The relevant By-laws 2010-173 and 2010-172 are listed under Item 10 of the agenda and will be read with all other by-laws listed under that item.

d) **Staff Travel**

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

Mover: Councillor D. Celetti

Seconder: Councillor S. Myers

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 11 08 be approved as requested.

e) **2011 Council Schedule**

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the City Clerk dated 2010 11 08 concerning 2011 Council Schedule be accepted as information.

f) **Soo Greyhounds Hockey Club – Agreement Clarification and Amendment**

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

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Commissioner of Community Services dated 2010 11 08 concerning the Soo Greyhounds Hockey Club – Agreement Clarification and Amendment be accepted and the recommendation that agreement between the City and Soo Greyhounds Hockey Club be amended to clarify the intent of the use of the room areas noted in the agreement, specifically that the word “exclusive” be removed from clauses 2(b), 2(d), 2(e) and 2(h) be approved.

g) **Property Tax Appeal – 874 Queen Street East**

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

Mover: Councillor D. Celetti

Seconder: Councillor T. Sheehan

Resolved that pursuant to Section 354 of the Municipal Act, 2001, the adjustments for the tax account outlined on the City Tax Collector's report of 2010 11 08 be approved and that the tax records be amended accordingly be approved.

h) **Tax Rebate Program for Heritage Properties Designated Under Part IV of the Ontario Heritage Act**

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

The relevant By-law 2010-168 is listed under Item 10 of the agenda and will be read with all other by-laws listed under that item.

i) **First Aid Services at the Community Centres Division – Canadian Ski Patrol Systems (CSPS)**

A report of the Manager, Community Centres is attached for the consideration of Council.

The relevant By-law 2010-162 is listed under Item 10 of the agenda will be read with all other by-laws listed under that item.

- j) **Connecting Link – 5 Year Plan and Request for 2011 MTO Allocation**
A report of the Director of Engineering Services is attached for the consideration of Council.

Mover: Councillor D. Celetti

Seconder: Councillor S. Myers

Resolved that the report of the Director of Engineering Services dated 2010 11 08 and the recommendations that the 2011-2015 Connecting Link forecast and the 2011 Connecting Link allocation request be accepted by Council as information. Further be it resolved that Council approve retaining the firm of Kresin Engineering to conduct a Class Environmental Assessment for the widening of Second Line between Old Garden River Road and Black Road for an estimated budget of \$25,000 with funds to come from the Connecting Link portion of the approved 2011-2012 capital budget be approved.

- k) **Status of Bridge Rehabilitation**

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Director of Engineering Services dated 2010 11 08 regarding the progress of municipal bridge rehabilitation and capital expenditures for municipal bridges be approved.

- l) **Bridge Data – Municipal DataWorks Agreement and Funding**

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

The relevant By-law 2010-164 is listed under Item 10 of the agenda and will be read with all other by-laws listed under that item.

- m) **Environmental Assessment Third Line East and Black Road – Hospital Entrance to Second Line**

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

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Commissioner, Engineering and Planning Department dated 2010 11 08 concerning Environmental Assessment Third Line East and Black Road – Hospital Entrance to Second Line be

accepted and that the recommendation that AECOM be retained to conduct a Municipal Class Environmental Assessment for improvements to Third Line East and Black Road from the hospital entrance to Second Line with funds from the 2010 miscellaneous construction budget be approved.

n) **Queen Street Reconstruction – Pim Street to Simpson Street
Agreement for Engineering Services**

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

The relevant By-law 2010-161 is listed under Item 10 of the agenda and will be read with all other by-laws listed under that item.

o) **Solar Photovoltaic Proposal**

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

Mover: Councillor D. Celetti

Seconder: Councillor T. Sheehan

Resolved that the report of the Environmental Initiatives Coordinator dated 2010 11 08 concerning a Solar Photovoltaic Proposal be accepted and the recommendation that the City enter into negotiations with the PUC as the sole source for leasing existing roof space for solar projects with a further report to be brought back to Council for approval once those negotiations are complete be approved.

p) **Boxing Day Question On The Ballot**

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

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Assistant City Solicitor dated 2010 11 08 concerning the Boxing Day question on the composite ballot be accepted as information.

q) **Set Fines Under Transit Policy By-law 2010-79**

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the City Solicitor dated 2010 11 08 concerning Set Fines under Transit Policy By-law 2010-79 be accepted and that Council authorize the Legal Department to request approval from the

Attorney General to establish set fines for offences under By-law 2010-79 be approved.

r) **Hub Trial Construction Tarentorus School/Sutton Park/Anna McCrea School Areas, City Contract 2009-15E**

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

Mover: Councillor D. Celetti

Seconder: Councillor S. Myers

Resolved that the report of the Planning Director dated 2010 11 08 concerning the Hub Trail Construction, Tarentorus School/Sutton Park/Anna McCrea School Areas, City Contract 2009-15E be accepted and the Planning Director's recommendation that City Council approve the recommended improvements at the intersection of Old Garden River Road and Second Line as outlined in the report be endorsed.

s) **Local Improvement Construction By-law 2010-165, Section 3**

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

The relevant By-law 2010-165 is listed under Item 10 of the agenda and will be read with all other by-laws listed under that item.

t) **Local Improvement Construction By-law 2010-166, Section 3**

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

The relevant By-law 2010-166 is listed under Item 10 of the agenda and will be read with all other by-laws listed under that item.

u) **Local Improvement Construction By-law 2010-167, Section 3**

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

The relevant By-law 2010-167 is listed under Item 10 of the agenda and will be read with all other by-laws listed under that item.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6.(1) ADMINISTRATION

6.(1)(a)

Correspondence – Request for Recount

A letter from Councillor Celetti requesting a recount for the office of Councillor, Ward 5 is attached for the direction of Council.

6.(6) PLANNING

6.(6)(a)

Application No. A-10-10-Z – Filed by Burgess Enterprises (Sault) Inc. – 21 Killarney Road

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

Mover: Councillor D. Celetti

Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Director dated 2010 11 08 concerning Application No. A-10-10-Z – filed by 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 rear 31m of the subject property;
- 2) That a fence may be erected to a maximum height of 1.8m (6') from the established grade of the parking lot,

be endorsed.

6.(6)(b)

Application No. A-16-10-Z – Filed by Paul Finck – 40 Hynes Street

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

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2010 11 08 concerning Application No. A-16-10-Z – filed by Paul Finck – 40 Hynes Street be accepted and the Planning Director's recommendation that City Council approve this application and rezone the subject property from "C.2" (Central Commercial) zone to "R.4.S" (Medium Density Residential) zone with a Special Exception in order to facilitate the conversion of the existing 2-storey building into a 41-unit apartment building, subject to the following exceptions:

- 1) That the required parking is reduced from 31 to 23 spaces,
 - 2) That at least 1 barrier-free space be provided for each barrier-free unit. Such barrier-free spaces are part of, and not in addition to, the required 23 parking spaces,
 - 3) That the required building setbacks be reduced to those setbacks that exist on the day of the passing of this by-law,
- be endorsed.

6.(8) BOARDS AND COMMITTEES

6(8)(a)

Public Utilities Commission 2010 Third Quarter Shareholder Report

Two reports of the Public Utilities Commission President and C.E.O. are attached for the information of Council.

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the Public Utilities Commission third quarter Shareholder Report and the unaudited financial statements for the month of September be accepted.

6(8)(b)

Economic Development Corporation – Sault Ste. Marie Trade Mission to Italy

A report of the Director International Relations and Global Logistics Business SSM – SSMEDC is attached for the information of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor S. Myers

Resolved that the report of the Director International Relations and Global Logistics Business dated 2010 11 08 outlining a Sault Ste. Marie Trade Mission to Italy be accepted.

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

a) Mover: Councillor P. Mick

Seconder: Councillor J. Caicco

Whereas Sault Ste. Marie has many vacant spaces in the downtown core; and

Whereas Councils and constituents have been concerned about the vacancies for many years; and

Whereas as recently as this past election campaign, this situation was raised several times, specifically during a Youth/Change Camp forum at the Art Gallery; and

Whereas many communities across North America have experienced similar problems; and

Whereas the City of Brantford has recently had some success in addressing their situation by enabling the establishment of satellite campuses in their downtown;

Now therefore be it resolved that City Council requests that EDC, in collaboration with the Innovation Centre, Sault College, and Algoma University, report back to Council on the feasibility of similar enterprises in our downtown area.

b) Mover: Councillor S. Myers

Seconder: Councillor T. Sheehan

Whereas the issue of backyard burning has been brought forward as a growing constituent complaint; and

Whereas outdoor fireplaces are growing in popularity and oftentimes present a nuisance to adjacent homeowners; and

Whereas Sault Ste. Marie does not have a by-law addressing regulations around backyard burning within the City limits,

Therefore be it resolved that Fire Services and Legal staff be requested to report back with recommendations to address this issue.

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

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

10. CONSIDERATION AND PASSING OF BY-LAWS

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

Agreements

a) 2010-161

A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for engineering services to complete the reconstruction of Queen Street between Pim Street and Simpson Street.

A report from the Commissioner of Engineering and Planning is on the agenda.

b) 2010-162

A by-law to authorize an agreement between the City and the Canadian Ski Patrol for the provision of first aid services during Soo Greyhounds games.

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

c) 2010-164

A by-law to authorize the execution of the Municipal DataWorks Data Provision Agreement between the City and the Ontario Good Roads Association.

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

d) 2010-168

A by-law to authorize the execution of the Heritage Property Agreement between the City and W.M. Watts Investments Ltd. for the Heritage Property at civic no. 244-246 Queen Street East known as the Hussey Block.

A report from the Manager, Recreation and Culture is on the agenda.

Development Control

e) 2010-170

A by-law to designate the lands located at 21 Killarney Road as an area of site plan control (Burgess Enterprises (Sault) Inc.).

Parking

f) 2010-163

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

Temporary Street Closings

- g) **2010-172**
A by-law to authorize the temporary street closing of Weldon Avenue from Cunningham Road to MacDonald Avenue to facilitate a street hockey and mini stick grassroots fundraising event for F.H. Clergue playground on November 27, 2010 from 9:30 a.m. to 2:30 p.m.
- h) **2010-173**
A by-law to permit the temporary street closing of Queen Street and Simpson Street to facilitate the annual Santa Claus Parade on November 20, 2010.

Traffic

- i) **2010-160**
A by-law to amend Schedule "G" to Traffic By-law 77-200 regarding Great Northern Road.
- j) **Zoning**
2010-169
A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 21 Killarney Road (Burgess Enterprises (Sault) Inc.).
- k) **2010-171**
A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 40 Hynes Street (Finck).

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

Local Improvements

- l) **2010-165**
A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Arthur Street from Retta Street to Glenholme Drive under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.
- A report from the Design and Construction Engineer is on the agenda.
- m) **2010-166**
A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Glenholme Drive from Wellington Street East to Arthur Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.

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

n) **2010-167**

A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on John Street from Wellington Street West to Conmee Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.

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

Lane Closing

o) **2010-130**

A by-law to stop up, close and authorize the conveyance of a lane in the Markretta "B" Subdivision, Plan 52553.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover Councillor F. Fata

Seconder Councillor T. Sheehan

Resolved that this Council shall now adjourn.

ACTING MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2010 09 27

4:30 P.M.

COUNCIL CHAMBERS

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

Officials: J. Fratesi, M. White, N. Kenny, B. Freiburger, N. Apostle, D. Maki, J. Dolcetti, J. Elliott, D. McConnell

1. ADOPTION OF MINUTES

Moved by: Councillor B. Hayes

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2010 09 13 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Mick

Seconded by: Councillor F. Fata

Resolved that the Agenda and Addendum for the 2010 09 27 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Dan Fraser, Fire Prevention Officer was in attendance concerning Proclamation – “Fire Prevention Week”.
- b) Neil McLean, representing Rotary Club of Sault Ste. Marie, was in attendance concerning Proclamation – “End Polio Now Week”.
- c) Helen Ross, Executive Director of Algoma Residential Community Hospice (ARCH) was in attendance concerning Proclamation – “Ontario Hospice Awareness Week”.

- d) Dana Peterson and Fran Rose, Best for Kids Committee members, were in attendance to make a presentation to Council.
- e) Craig Martin was in attendance concerning 7(d).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor P. Mick
Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2010 09 27 – Part One – Consent Agenda and Addendum #1 be approved save and except 5(m) and 5(p). CARRIED

- a) A resolution from the County of Huron (concerning domestic content requirements) was accepted by Council.
- b) **Staff Travel**
The report of the Chief Administrative Officer was accepted by Council.

Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 09 27 be approved as requested.
CARRIED
- c) **Finance Committee Meeting**
The report of the Commissioner of Finance and Treasurer was accepted by Council. This report was in response to an outstanding Council resolution of April 28, 2010.

Moved by: Councillor B. Hayes
Seconded by: Councillor L. Turco
Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 09 27 be accepted and that City staff survey other municipalities to determine what methods they have used or are considering for service delivery reviews. CARRIED

d) **Property Tax Appeals**

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

Moved by: Councillor P. Mick

Seconded by: Councillor F. Fata

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments to the tax accounts as outlined in the City Tax Collector's report dated 2010 09 27 be approved and the tax rolls be amended accordingly. CARRIED

e) **Election Information**

The report of the City Clerk was accepted by Council.

The relevant By-law No.2010-159 was listed under item 10 of the Agenda and was read with all by-laws listed under that item.

f) **Request for Financial Assistance for National/International Sports Competitions**

The report of the Manager, Recreation and Culture Division was accepted by Council.

Moved by: Councillor B. Hayes

Seconded by: Councillor F. Fata

Resolved that the report of the Manager, Recreation and Culture Division dated 2010 09 27 concerning requests for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide grants as identified be approved. CARRIED

g) **Allen Side Road Sanitary Sewer Extension – Second Line West to 110m North**

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

The relevant By-law No. 2010-142 was listed under Item 10 of the Agenda and was read with all by-laws listed under that item.

h) **Feasibility Study, Rooftop Solar Photovoltaic System at Transit Services and Public Works Centre Agreement for Engineering Services**

The report of the Environmental Initiatives Coordinator was accepted by Council.

The relevant By-law No. 2010-141 was listed under Item 10 of the Agenda and was read with all by-laws listed under that item.

i) **Amending Adult Entertainment By-Law 2002-165**

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

The relevant By-law No. 2010-157, amending By-law 2002-165 was listed under Item 10 of the Agenda and was read with all by-laws listed under that item.

j) **Disposal of Property Near Fish Hatchery Road to Hanson/Lacroix/McGregor**

The report of the City Solicitor was accepted by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the City Solicitor dated 2010 09 27 be accepted and that the property described as Parts 1, 2, 3, 4 and 5 on a draft plan of survey prepared by D. S. Urso Surveying Ltd. dated July 6, 2010 be conveyed to the owners abutting the property for a nominal consideration. CARRIED

k) **503 Bay Street (Former Northern Breweries Property) – Withdrawal By Prospective Purchaser**

The report of the City Solicitor was accepted by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the City Solicitor dated 2010 09 27 concerning 503 Bay Street (former Northern Breweries site) be accepted and that the services of Regent Property Management Limited continue to be used to market the property for possible vesting in the City's name.

l) **Acquisition of Property From the Algoma District School Board Required for the Pine Street Extension**

The report of the City Solicitor was accepted by Council.

The relevant By-law No. 2010-156 was listed under Item 10 of the Agenda and was read with all by-laws listed under that item.

m) **Proposal for Restructuring of the Arrangement Between the City and PUC Services Inc. for the Operation of the Wastewater Treatment Plants**

The report of the City Solicitor was accepted by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the City Solicitor dated 2010 09 27 regarding the corporate restructuring of PUC Services Inc. and the approval of the

shareholder agreement be approved by Council, said approval being effective as of December 31, 2010. CARRIED

n) **Five Year Review of the Provincial Policy Statement, 2005**

The report of the Planning Director was accepted by Council.

Moved by: Councillor B. Hayes

Seconded by: Councillor F. Fata

Resolved that the report of the Planning Division dated 2010 09 27 concerning the Five Year Review of the Provincial Policy Statement, 2005 be accepted and the Planning Director's recommendation that City Council accept the joint submission from the Directors and Managers of Planning in the five large northern urban municipalities as information and request that copies be sent to all Northern MPP's, be endorsed. CARRIED

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

The report of the Co-Chairs Celebrate 100! Committee was accepted by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Co-Chairs Celebrate 100! Committee dated 2010 09 27 concerning the City of Sault Ste. Marie Celebrate 100! *1912 – 2012* be received as information. CARRIED

p) **Special Events Report**

The report of the Chair, Conferences and Major Special Events Committee was accepted by Council.

Moved by: Councillor B. Hayes

Seconded by: Councillor L. Turco

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2010 09 27 be accepted and that the Committee's recommendation that Council authorize municipal financial support in the amount of \$5,000 for the OCAA Men's Basketball Championship, the amount of \$7,500 for the International Hap Ki Do Canadian Open Championship and the amount of \$12,500 for the National eSports Association World Cup be approved with funds to come from the 2011 Conferences and Major Special Events fund. CARRIED

Councillor O. Grandinetti declared a pecuniary interest – family member belongs to the Hap Ki Do Club

q) **Sault Ste. Marie Police Service's 2009 Annual Report**

The report of the Chief of Police, 2009 Annual Report was accepted by Council.

Moved by: Councillor B. Hayes

Seconded by: Councillor F. Fata

Resolved that the 2009 Annual Report of the Sault Ste. Marie Police Service be accepted for the information of Council. CARRIED

r) **Council Travel**

Moved by: Councillor P. Mick

Seconded by: Councillor F. Fata

Resolved that Councillor Lou Turco be authorized to travel to the AMO Board Meeting being held in Toronto (2 days in November) at an estimated cost to the City of \$300. CARRIED

s) **Tender for Piping & Mechanical Systems Upgrade – Greco Pool**

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

Moved by: Councillor B. Hayes

Seconded by: Councillor L. Turco

Resolved that the Report of the Manager of Purchasing, dated 2010 09 27 be endorsed and that the tender for the Piping and Mechanical Systems Upgrade for the Greco Pool, required by the Community Services Department, be awarded as recommended. CARRIED

t) **Recreation Infrastructure Canada (RInC) Program – V.E. Greco Pool Mechanical Upgrades**

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

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Commissioner Community Services dated 2010 09 27 regarding the Recreation Infrastructure Canada (RInC) Program – V. E. Greco Pool Mechanical Upgrades be accepted as information. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

(1) (a) ADMINISTRATIVE

Governments of Canada and Ontario Support Huron Central Railway

A News Release was accepted by Council.

Moved by: Councillor T. Sheehan
Seconded by: Councillor L. Turco

Whereas the Huron Central Rail line between Sault Ste. Marie and Sudbury is vital to the economic and environmental well-being and future of Northern Ontario; and

Whereas the Federal and Provincial Governments each provided \$1.5 million towards the one-year interim arrangement, allowing for the continued operation of the Huron Central Rail line; and

Whereas the interim assistance allowed for a long-term and viable plan which would provide for the much needed capital improvements; and

Whereas the Federal and Provincial Governments have agreed to provide Huron Central Railway with an infrastructure grant of \$30 million, thereby securing the continued operation of the railway, which is an important part of the transportation infrastructure in Northern Ontario and which serves many communities and their industries between Sault Ste. Marie and Sudbury; and

Whereas the commitments from the senior levels of government would not have been possible without the great support and collaborative effort of the private and public sectors,

Now Therefore Be It Resolved that this Council expresses its sincerest appreciation to the following:

1. Mayor John Rowswell and Tony Martin
2. Ministers Strahl, Baird and Clement of the Federal government,
3. Ministers Chiarelli, Duguid and Gravelle, as well as MPP's David Orazietti and Mike Brown of the Provincial government,
4. All of the Northern Ontario communities from Sault Ste. Marie to Sudbury,
5. Staff at Essar Steel Algoma, especially CEO, Armando Plastino,
6. Staff at Domtar, especially Vice President, Michel Jean,
7. Staff at Canadian Pacific Rail, especially Christopher Jones and Vice President, David Craig,
8. Staff at Huron Central Railway, especially President, Mario Brault,
9. Local staff at the FedNor office, especially Tom Dodds and at the Ministry of Northern Development Mines and Forestry, especially, Eileen Forestell, and

10. Last, but not least, Sault Ste. Marie, CAO, Joe Fratesi and Bill Therriault, Consultant with the Multi-Modal Committee, for all of their hard work in pulling together all stakeholders and leading the Working Group in achieving the long term preservation of a rail link, which is absolutely critical of the economic and environmental health of Northeastern Ontario.
CARRIED

6(6) **PLANNING**

6(6)(a)

Application No. A-15-10-Z.OP – 225927 Ontario Inc. – Located 50 Linda Road – Requesting Rezone from Residential to Commercial and to Rezone Blocks ‘A’ and ‘B’ from “R.2” (Single Detached Residential) Zone to “C.4” (General Commercial) Zone with a Special Exception

A report of the Planning Director dated 2010 09 27 was accepted by Council.

Moved by: Councillor B. Hayes

Seconded by: Councillor F. Fata

Resolved that the report of the Planning Division dated 2010 09 27 concerning Application No. A-15-10-Z.Op – filed by 225927 Ontario Inc. – 50 Linda Road be accepted and the Planning Director's recommendation that City Council defer this application, be endorsed.
CARRIED

Moved by: Councillor B. Hayes

Seconded by: Councillor L. Turco

Resolved that the report of the Planning Division dated 2010 09 13 concerning Application No A-15-10-Z.OP – filed by 225927 Ontario Inc. – 50 Linda Road be accepted and the Planning Director's recommendation that City Council approve, subject to the applicant finalizing an agreement for the conveyance or easement of Block 'A', Official Plan Amendment No. 175, re-designating Blocks 'A', 'B' and 'C' to Commercial on Official Plan Land Use Schedule "C", and that City Council approve rezoning Blocks 'A' and 'B' from "R2", (Single Detached Residential) zone to "C4", (General Commercial) zone, subject to the six conditions contained in the report, be endorsed. **OFFICIALLY READ AND NOT DEALT WITH**

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 Zaafina Naqvi at the young age of 12 years has earned an exceptional level of achievement in the sport of golf; and
Whereas she is Number One in Canada in her age group of 12-year-olds and did place 32nd in the world out of 85 girls at the U.S. Kids Junior Golf World Championship held in August this year; and
Whereas during this past year Zaafina entered several tournaments in Ontario and Michigan and has placed in the top three; and
Whereas her extraordinary accomplishment in the sport of golf has brought great honour to Sault Ste. Marie
Therefore be it resolved that members of City Council on behalf of the entire community express to Zaafina Naqvi our heartiest congratulations and best wishes for continued success in the future. CARRIED

- b) Moved by: Councillor T. Sheehan
Seconded by: Councillor S. Myers
Whereas Bruce Street (Salisbury to Pim) has been recently reconstructed; and
Whereas a number of cars are driving too fast and erratically on this roadway;
Now therefore be it resolved that City Council request that Public Works and Transportation Department report back to City Council on:
 - 1) Reinstalling the traffic lights at Gladstone Avenue and Bruce Street
 - 2) Installing guard rails at appropriate points in front of homes and buildings
 - 3) Any other ideas which will improve the traffic and safety in that area

And further be it resolved that the Police Service be asked to re-double their traffic enforcement efforts in the area. CARRIED

c) Moved by: Councillor F. Manzo
Seconded by: Councillor D. Celetti
WHEREAS Mr. Tom Fraser of 659 Fourth Line West has submitted a letter regarding the increased heavy traffic at the intersection of Goulais Avenue and Fourth Line West between Wards 5 and 6; and
Whereas some motorists and truckers think that this intersection is a four way stop, but apparently it is not; and
Whereas vehicles are pulling out in front of the vehicles which have the right-of-way causing near misses as indicated in Mr. Fraser's letter;
Therefore be it resolved that City Council accept Mr. Fraser's letter and forward it to the Commissioner of Public Works and Transportation and the Commissioner of Engineering and Planning to study the feasibility of installing a flashing light to alert motorists as indicated in Mr. Fraser's letter; further that Mr. Fraser be contacted at 575-1650, 659 Fourth Line West as to the Commissioners' findings. CARRIED

- d) Moved by: Councillor S. Butland
Seconded by: Councillor J. Caicco
Be it resolved that appropriate staff receive the presentation from Craig Martin of River Road as well as the recent documentation on requests for a sidewalk on Queen Street East and prepare a report for the consideration of Council to address the following:
- 1) A recent survey of pedestrian and vehicle traffic
 - 2) Recent developments that may have impacted the survey numbers
 - 3) Optimum end points of any proposed sidewalk
 - 4) How local improvements would be applied
 - 5) Total cost of the project
 - 6) The feasibility of providing a less expensive walkway
 - 7) A recommendation as to the warrants of the project. CARRIED
- e) Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Be it resolved that appropriate staff review current parking regulations with respect to the Wilcox Avenue area in response to concerns raised by area residents and report back to Council. CARRIED
- (f) Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick
Whereas the City's 2007 Medal of Merit recipients, the Northern Football Champions, the Sault Steelers won the right to travel to Red Deer, Alberta to defend their Canadian Major League Football championship on September 25; and
Whereas the Sault Steelers soundly defeated the Lloydminster Vandals of the Alberta Football League by a score of 32-0 thus giving them a back to back national championship; and
Whereas these national champions were very appreciative of the efforts of the residents of Sault Ste. Marie to raise funds for the trip west; and
Whereas the Sault Steelers continue to be positive role models and ambassadors for our city;
Therefore, sincere congratulations are sent to the Sault Steelers, the players, coaching staff and all of their support team on bringing national recognition and Sid Foster Cup home to the City of Sault Ste. Marie once again. CARRIED

- g) Moved by: Councillor S. Myers
Seconded by: Councillor P. Mick
Whereas there are many intersections on major arteries in Ward Two and elsewhere in the community where drivers repeatedly ignore red light signals; and
Whereas this blantant disregard for the law places pedestrians young and old at risk who are tryping to cross in the intersection; and
Whereas other aspects of traffic patrol such as the RIDE and seat belt blitz programs seem to be effective in raising awareness and deferring unlawful choices;
Therefore be it resolved that Police Services report back to City Council in two months with a plan to address this serious issue. CARRIED
- h) Moved by: Councillor S. Myers
Seconded by: Councillor P. Mick
Whereas in 1985 the U.N. General Assemby declared the first Monday in October to World Habitat Day; and
Whereas the City of Sault Ste. Marie has been pleased to partner with and support Habitat for Humainity Sault Ste. Marie in their mission to elinimate poverty housing one home at a time,
Therefore be it resolved that City Council take this opportunity to recognize and honor every volunteer, supporter and donor on World Habitat Day October 4th, 2010. CARRIED

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

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

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

Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 09 27 save and except 2010-156 be approved. CARRIED.

Agreements

- a) Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that By-law 2010-141, being a by-law to authorize the execution of an agreement between the City and AECOM to complete a feasibility study on possible Alternative Energy projects be passed in open Council this 27th day of September 2010. CARRIED.

Appointments

- b) Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that By-law 2010-158, being a by-law to appoint inspectors under the Building Code Act, 1992 and municipal law enforcement officers under the Police Services Act be passed in open Council this 27th day of September 2010. CARRIED.

Elections

- c) Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that By-law 2010-159, being a by-law to provide for reduced hours of voting in institutions and retirement homes with regards to the 2010 municipal election be passed in open Council this 27th day of September 2010. CARRIED.

Property Acquisition

- d) Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that By-law 2010-156, being a by-law to authorize the acquisition of the property required from the Algoma District School Board for the Pine Street extension be passed in open Council this 27th day of September 2010. CARRIED.

Councillor Hayes declared a pecuniary interest – resides in the area of the subject property.

Regulations

- e) Moved by: Councillor P. Mick
Seconded by: Councillor B. Hayes
Resolved that By-law 2010-157, being a by-law to amend By-law 2002-165 (adult entertainment by-law) be passed in open Council this 27th day of September 2010. CARRIED.

Temporary Street Closing

- f) Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that By-law 2010-142, being a by-law to authorize the temporary street closing of Allen Side Road between September 28, 2010 to October 15, 2010 to extend the City sanitary sewer and watermain be passed in open Council this 27th day of September 2010. 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**

Mover Councillor B. Hayes

Seconder Councillor F. Fata

Resolved that this Council shall now adjourn. CARRIED

ACTING MAYOR

CLERK

**THE MUNICIPAL CORPORATION OF
MACDONALD, MEREDITH & ABERDEEN ADDITIONAL
ECHO BAY, ONTARIO
P0S 1C0**

Telephone (705) 248-2441

Fax (705) 248-3091

Resolution # 10-315

Date: September 21, 2010

Moved By: Jean Robbins

Seconded By: Lynn Orchard

WHEREAS the number of fatalities that has occurred on Northern Ontario highway's in the last year due to vehicles crossing the centre line has increased;

AND WHEREAS these accidents have happened most often during excellent weather conditions ;

THEREFORE BE IT RESOLVED that the Corporation of the Township of Macdonald, Meredith & Aberdeen Additional requests the Ministry of Transportation to install rumble strips along the centre line on all portions of Hwy 17 and Hwy 11 that are non divided in order to reduce the numbers of accidents & fatalities due to vehicles crossing the centerline.

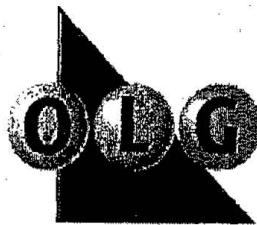
ALSO BE IT RESOLVED that this resolution be sent to the Minister of Transportation, Minister of Northern Development & Mines & Forestry, MP Tony Martin, MPP Mike Brown, FONOM & ADMA and the municipalities within the ADMA jurisdiction.

CD.

I declare that foregoing to be a true and correct copy of the original document of which it purports to be a copy
Dated at Echo Bay, Ontario, this

30 day of Sept., 2010.

Jean Robbins
Clerk of the Municipality
of Macdonald, Meredith &
Aberdeen Adm.



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: October 19, 2010

To: Mayor's Office
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 \$394,017.

This transaction represents the quarterly payment of the 5%-2% allocation from July 1 to September 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 \$18,067,781.

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

f, b

5(b)

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%
Total 2007	1,530,207	5.1%
Total 2008	<u>1,517,040</u>	-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	
Total 2009	<u>1,472,299</u>	-2.9%

2010

January 1 to March 31, 2010	347,646	
April 1 to June 30, 2009	373,970	
July 1 to September 30, 2010	394,017	
	<u>1,115,633</u>	

Total Funds Received since 1999	<u>18,067,781</u>	
---------------------------------	--------------------------	--

	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%
2010	394,017	-3%		

ROTARY CLUB OF SAULT STE. MARIE

"SERVICE
ABOVE SELF"



"HE PROFITS MOST
WHO SERVES BEST"

CLUB 2776, DISTRICT 6290 ROTARY INTERNATIONAL

P.O. BOX 272

SAULT STE. MARIE, ONTARIO

CANADA P6A 5L8

TELEPHONE (705) 945-1279 ~ FAX (705) 945-5228

EMAIL: cboconnor@rotarysault.com ~ WEBSITE: www.rotarysault.com

5(c)(1)

October 13, 2010

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

Attention: Malcolm White

RE: 2010 ROTARY SANTA CLAUS PARADE

Dear Mr. White:

It is that time of year again and the Rotary Santa Claus Parade is fast approaching. On behalf of the Rotary Club of Sault Ste. Marie I am apply for Temporary Street Closures as follow:

Date: Saturday, November 20, 2010

Start Time: 1800 Hours

Closure of Queen Street east from Simpson to Gore Street

Hours: 1730 Hours to approximately 1930 Hours on November 20, 2010

Closure of Simpson Street from Victoria Avenue to Queen Street East

Hours: 1730 Hours to approximately 1830 Hours on November 20, 2010

Closure of Queen Street East from Pine Street o Church Street

Hours: 1730 Hours to approximately 1830 Hours on November 20, 2010

Temporary Street Closure Approval Forms have been faxed to the various City Departments and once these are returned we will forward them directly to you.

We thank you for your cooperation in this matter. If you have any questions please do not hesitate to contact the undersigned at 942-1300.

Yours very truly,

David K. Marshall
Parade Marshal

DM/cm
Enclosures

Oct. 13. 2010 11:35AM CRAWFORD SSM

No. 0334 P. 1

5(c)(1)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K. MARSHALL CRAWFORD & CO. SSM TELEPHONE: 942-1300
 ADDRESS: ROTARY CLUB S.S.M.C.W. POSTAL CODE: FAX: 942-3060

The above person hereby makes application for the closing of RECEIVED

(Name of street to be closed)

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

on the 20 day of November, 2010 from _____ am/pm to _____ am/pm
 for the purpose of ROTARY SANTA PARADE

APPROVALS SECTION:

1. Police Services, Traffic Dept.
 Telephone 949-6300 ext 348
 Fax 759-7820
 580 Second Line East
2. Fire Services/Emergency Medical Services (EMS)
 Telephone 949-3335/949-3387
 Fax 949-2341
 72 Tamred Street

J. Marshall
 Signature of Official

Signature of Official

3. Public Works & Transportation Dept. 4. Transit/Parking
 Telephone 541-7000
 Fax 541-7010
 128 Sackville Road
- Telephone 759-5320
 Fax 759-5834
 111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.) 6. Downtown Association
 Telephone 946-1227
 Fax 945-6883
 66 Old Garden River Road
- Telephone 942-2919
 Fax 942-6368
 406 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

Oct. 13, 2010 11:38AM CRAWFORD SSM

DRAFT NO. 0355 P.O. 66M 4001

OCT 13 2010

5(c)(1)

RECEIVED

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: DAVID K. MARSHALL TELEPHONE: 942-1300ADDRESS: ROTARY CLUB S.S.MAG POSTAL CODE: FAX: 942-3060

The above person hereby makes application for the closing of

* SW 1 ATTACHED LETTER

(Name of street to be closed)

from _____ to _____
(reference points - street numbers, cross streets, etc.)on the 20 day of November, 2010 from _____ am/pm to _____ am/pm
for the purpose of ROTARY - SANTA PARADEAPPROVALS SECTION:

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

Signature of Official

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

Signature of Official

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

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

Signature of Official

Signature of Official

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

6. Downtown Association
Telephone 942-2019
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

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

Oct. 13, 2010 11:39AM CRAWFORD SSM

N6R 0336 RD 8 PCO 1 SSM

5(c)(1)

OCT 13 2010

RECEIVED

CONTACT NAME: DAVID K. MARSHALL TELEPHONE: 942-1300ADDRESS: ROTARY CLUB 5.5MILE POSTAL CODE: FAX: 942-3060

The above person hereby makes application for the closing of

* See ATTACHED LETTER

(Name of street to be closed)

from _____ to _____
(reference points - street numbers, cross streets, etc.)on the 20 day of November, 2010, from _____ am/pm to _____ am/pm
for the purpose of ROTARY 5.5MILE POLARAPPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East
2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

3. Public Works & Transportation Dept. 4. Transit/Parking
Telephone 541-7000
Fax 541-7010
128 Saokville Road
- Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.) 6. Downtown Association
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road
- Telephone 942-2919
Fax 942-6368
498 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

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

Oct. 13, 2010 11:40AM CRAWFORD SSM.

CRAWFORD & CO. SSM

No. 0337 P. 1

OCT 13 2010

5(c)(1)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: DAVID K. MARSHALL TELEPHONE: 942-1300ADDRESS: ROTARY CLUB 55 MILE POSTAL CODE: FAX: 942-3060

The above person hereby makes application for the closing of

* S. 55 ATTACHMENT LETTER

(Name of street to be closed)

from _____ to _____
(reference points - street numbers, cross streets, etc.)on the 20 day of November, 2010 from _____ am/pm to _____ am/pm
for the purpose of ROTARY SANTA PARADEAPPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-0300 ext 346
Fax 759-7820
580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3333/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

3. Public Works & Transportation Dept. 4.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

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

Signature of Official

Signature of Official

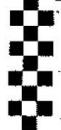
5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
85 Old Garden River Road

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

Signature of Official

Signature of Official

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



Oct. 18, 2010 2:33PM CRAWFORD SSM

No. 0377

P. 1

5(c)(1)

AMO: KICK

CRAWFORD & CO.

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K. MARSHALL TELEPHONE: 942-1300

ADDRESS: ROTARY CLUB SUMMER POSTAL CODE: FAX: 942-3060

The above person hereby makes application for the closing of

* SW. ATTACHMENT LETTER

(Name of street to be closed)

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

on the 20 day of November, 2010 from _____ am/pm to _____ am/pm
for the purpose of ROTARY SUMMER POSTAL

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

- | | |
|---|---|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
66 Old Garden River Road | 6. Downtown Association
Telephone 942-2010
Fax 942-8368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|---|

Signature of Official

Signature of Official

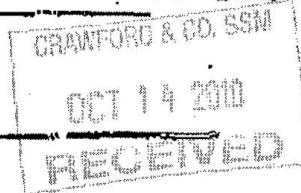
CITY CLERK SECTION:

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

5(c)(1)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K. MARSHALL TELEPHONE: 942-1300
ADDRESS: ROTARY CLUB 55 MARKET POSTAL CODE: FAX: 942-3060
The above person hereby makes application for the closing of
* S. 55 MARKET
(Name of street to be closed)



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

on the 20 day of November, 2010 from _____ am/pm to _____ am/pm
for the purpose of ROTARY CLUB MARKET

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East
2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road
4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
66 Old Garden River Road
6. Downtown Association
Telephone 942-2919
Fax 942-0368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(c)(2)

Memo

**F.H. Clergue School French Immersion Public School Playground
Fundraising Campaign
Request for Street Closure**

October 28, 2010

To: City of Sault Ste. Marie City Council

From: F.H. Clergue School French Immersion Public School
Playground Equipment Committee

Dear Council Members:

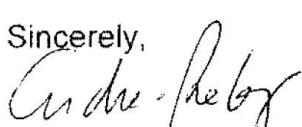
As you are well aware the new F.H. Clergue French Immersion Public School is scheduled to open its door to all students September 2011. The Ministry of Education and the Algoma District School Board have worked very hard to ensure that our students will have a state of the art educational facility. What you may not be aware of is the fact that there is very limited resources to ensure that the playground is ready to accommodate the 750 students, JK to 8, which will be using the school yard.

A committee was formed at the end of the last school year comprised of staff, parents and administration of both F. H. Clergue and Rosedale with the sole purpose of raising funds to create a playground for our students when the new school is completed. We have set a goal of \$100,000.00 to be raised in the next year.

One of the fundraising events which we have planned is a ***street hockey and mini stick grassroots event***. We would like to hold this tournament on **Saturday November 27, 2010 from 09:30 until 14:30**. This event would work best if we are allowed to close Weldon Street between Cunningham and Macdonald Avenue during these hours. We are requesting the City's permission to do so. Families from the neighborhood will be invited to join.

Looking forward to working with the City to ensure an optimal learning environment for our children.

Sincerely,



Andrea Reibmayr
Rosedale
945-7149
Chairs, F.H. Clergue French Immersion Public School Playground Committee



Carolyn Caputo-McCauley
F. H. Clergue
945-7136
Chairs, F.H. Clergue French Immersion Public School Playground Committee

5(c)(2)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Andrea Reibman - TELEPHONE: 254-5897
ADDRESS: 1019 Queen St. East POSTAL CODE: P6A 2C2 ^{or} 945-7149

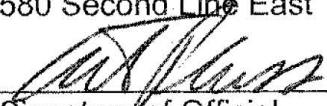
The above person hereby makes application for the closing of
Weldon Street between Cunningham and Macdonald Avenue.
(Name of street to be closed)

from Cunningham to Mac Donald Avenue
(reference points - street numbers, cross streets, etc.)

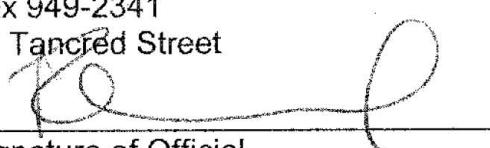
on the 27 day of November, 2010 from 9:30 am to 2:30 pm
for the purpose of street hockey and mini stick grassroots event for F. H. Cleague Playground fundraising

APPROVALS SECTION:

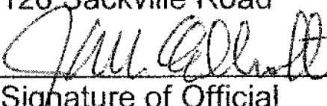
1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East


Signature of Official

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


Signature of Official

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


Signature of Official

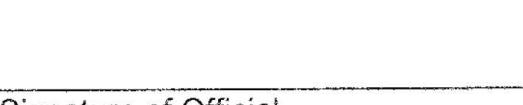
4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street


Signature of Official

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


Signature of Official

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

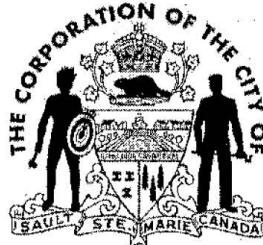

Signature of Official

CITY CLERK SECTION:

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

5(d)

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



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

2010 11 08

Acting Mayor Ozzie Grandinetti 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. Catherine Taddo – Engineering & Planning Department

Municipal Engineers Association Conference

November, 2010

Oakville, Ontario

Estimated total cost to the City - \$ 1,869.00

Estimated net cost to the City - \$ 1,869.00

2. Bruce Lash – Fire Services

CBRNE Annual Midterm Meeting

November, 2010

Gravenhurst, Ontario

Estimated total cost to the City - \$ 226.00

Estimated net cost to the City - \$ 226.00

Yours truly,

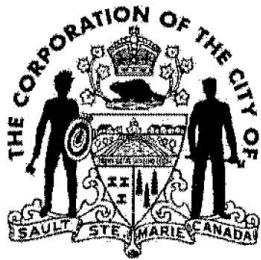
A handwritten signature in black ink, appearing to read "J. Fratesi".

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(e)

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



City Clerk's Department

2010 11 08

Acting Mayor Ozzie Grandinetti and
Members of City Council

RE: 2010/2011 COUNCIL MEETING SCHEDULE

Please be advised of the following concerning Council meetings for the remainder of 2010 and for 2011. The Council meeting scheduled for November 22, 2010 has been cancelled.

The Inaugural Meeting for the 2011 - 2014 City Council is scheduled for Monday, December 6, 2010, with a tentative start time of 3:00 p.m. The first business meeting of the 2011 - 2014 City Council will be held Monday, December 13, 2010 at 4:30 p.m.

Attached to this report is the proposed schedule for 2011. This is provided for information at this time and will be submitted for approval at the December 13th meeting.

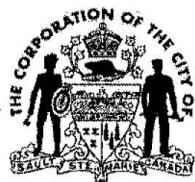
Respectfully submitted,

A handwritten signature of Malcolm White.

Malcolm White
City Clerk

[Handwritten signature of Joseph M. Fratesi]
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(e)

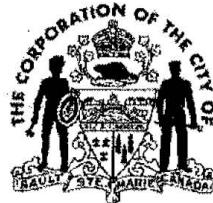


2011 COUNCIL MEETING SCHEDULE

<u>Date</u>	<u>Start Time</u>	<u>Planning</u>
January 10	4:30 p.m.	5:30 p.m.
January 24	4:30 p.m.	5:30 p.m.
February 7	4:30 p.m.	5:30 p.m.
February 22 (Tuesday)	4:30 p.m.	5:30 p.m.
March 7	4:30 p.m.	5:30 p.m.
March 21	4:30 p.m.	5:30 p.m.
April 4	4:30 p.m.	5:30 p.m.
April 18	4:30 p.m.	5:30 p.m.
May 9	4:30 p.m.	5:30 p.m.
May 30	4:30 p.m.	5:30 p.m.
June 13	4:30 p.m.	5:30 p.m.
June 27	4:30 p.m.	5:30 p.m.
July 18	4:30 p.m.	5:30 p.m.
August 22	4:30 p.m.	5:30 p.m.
September 12	4:30 p.m.	5:30 p.m.
September 26	4:30 p.m.	5:30 p.m.
October 11 (Tuesday)	4:30 p.m.	5:30 p.m.
October 24	4:30 p.m.	5:30 p.m.
November 7	4:30 p.m.	5:30 p.m.
November 21	4:30 p.m.	5:30 p.m.
December 5	4:30 p.m.	5:30 p.m.

5(f)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

November 8, 2010

Acting Mayor O. Grandinetti
and Members of City Council

Soo Greyhounds Hockey Club – Agreement Clarification and Amendment

Background

This report is a result of a ruling by the Municipal Property Assessment Corporation (MPAC) on the Soo Greyhounds Hockey Club.

Recently, MPAC requested to review our agreements with groups that occupy space in our facilities; this included the agreement with the Soo Greyhounds. As a result of their review of the agreement it was determined that the club should be assessed for several areas that they use within the Essar Centre. They are their business office, dressing room, retail space, parking spaces, and storage areas.

When contacted by our Legal Department, MPAC stated that the reason for them assessing all of the areas was due to the use of the word “exclusive”, in the agreement, when referring to the individual areas.

While the agreement uses the word “exclusive” when referring to club’s use of these areas, it was not the intent of the wording to trigger taxation. In fact, other than the business office, the City regularly uses the other areas for events.

As a result of meeting with the club, they agree that the intended use of the areas, not including the business office, is for the club to use them and vacate them for events when notified by the City.

The agreement with the club was completed in May 2006 which was just prior to the opening of the Essar Centre. Prior to this, while in the Memorial Gardens, the club was assessed only on their business office.

5(f)

Amendment to Agreement

It is staff's recommendation that the agreement with the club be amended to clarify the intent of the use of the areas noted in the agreement, specifically that the word "exclusive" be removed from clauses 2(b), 2(d), 2(e), and 2 (h). The word "exclusive will remain for clause 2(c) which deals with the club's business office.

Recommendation

It is recommended that the agreement between the City and Soo Greyhounds Hockey Club be amended to clarify the intent of the use of the room areas noted in the agreement, specifically that the word "exclusive" be removed from clauses 2(b), 2(d), 2(e), and 2 (h).

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

b/council/2010/soo greyhounds contract clarification nov 8

cc: L. Bottos
B. Freiburger

~~RECOMMENDED FOR APPROVAL~~

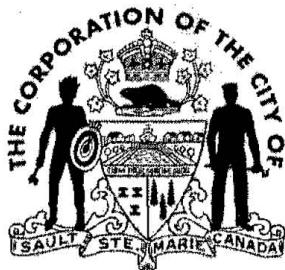


Joseph M. Frates
Chief Administrative Officer

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(g)



2010 11 08

Acting Mayor Grandinetti
and Members of City Council
Civic Centre

RE: Property Tax Appeal -874 Queen St East

Attached is a listing that summarizes the adjustments that are required to the Tax Roll pursuant to Section 354 of the Municipal Act, 2001 for the above property.

As previously reported and approved by City Council, that once a successful bidder had been approved to purchase the above property, the City would then vest the property and cancel all of the remaining outstanding taxes.

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

A handwritten signature of Peter A. Liepa.

Peter A. Liepa
City Tax Collector

Attach.

Recommended for Approval:

A handwritten signature of William Freiburger.

William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL
A handwritten signature of Joseph M. Fratesi.
Joseph M. Fratesi
Chief Administrative Officer

RECOMMENDATION TO STRIKE
UNCOLLECTABLE TAXES OFF THE ROLL
PURSUANT TO SECTION 354 OF THE
MUNICIPAL ACTR.S.O. 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REALTY TAXES

DATE: 2010 11 08
PAGE: 1 OF 1

ROLL NUMBER	PROPERTY ADDRESS	REASON
020-018-079	874 Queen Street East	Property vested in favor of the City subsequently sold to a third party

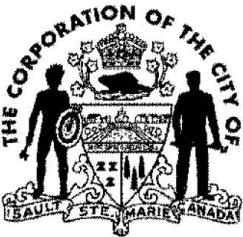
REPORT TOTAL \$ 16,173.05 \$ 10,238.42 \$ 10,446.44 \$ 36,857.91

Certified Correct:

Peter A. Liepa
City Tax Collector

25
(g)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

5(h)

November 8, 2010

Acting Mayor O. Grandinetti
and Members of City Council

**TAX REBATE PROGRAM FOR HERITAGE PROPERTIES
DESIGNATED UNDER PART IV OF THE ONTARIO HERITAGE ACT**

The Ontario Government under the *Municipal Act* allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community.

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the *Sault Ste. Marie Heritage Property Tax Rebate Program* recognizes these costs and are seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. Currently there are 14 owners of 15 heritage properties enrolled in the program. There are a total of 36 heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner which is then registered on the property title.

Elsewhere on Council's agenda is a bylaw to add the following designated heritage property to the *Heritage Property Tax Rebate Program* (application attached):

- The Hussey Block: 244 -246 Queen Street East

5(h)

Recommendation

It is recommended that City Council approve the addition of the following designated heritage property to the Heritage Property Tax Rebate Program.

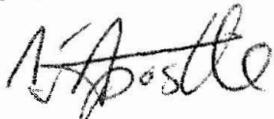
- The Hussey Block: 244 – 246 Queen Street East

Respectfully submitted for your approval,



Joseph J. Cain
Manager Recreation and Culture

Approved for submission,



Nicholas J. Apostle
Commissioner Community Services

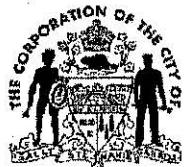
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

jbsamim/tax rebate program/2010/council report hussey

cc: L. Bottos

attachments



HERITAGE PROPERTY TAX REBATE PROGRAM

Corporation of the City of Sault Ste. Marie

99 Foster Drive, P.O. Box 580

Sault Ste. Marie, ON P6A 5N1

5(h)

Application No.

HTR

R&C DIV

Note:

The owner of an eligible heritage property must make application on the prescribed form during the month of February in the year following the year for which the owner is seeking to obtain the heritage tax refund. **Applications not received during the month of February, whether earlier or later, will not be considered. Incomplete applications will not be considered.**

Application received by	Date	Time
-------------------------	------	------

1. Applicant

Name of Property Owner (please print)

W. M. WATTS Investments Ltd
(Bill Watts)

Tel. No: 705 253-8140

E-mail: billwatts@show.ca

Mailing Address

72 Mount Pleasant Ct
Sault Ste Marie, ON

Postal Code

P6A 6K4

2. Property for which the application is being made

Property Location Address

244 Queen St E, Sault Ste Marie, ON

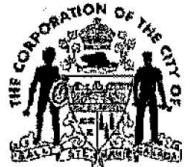
Includes 242, 244, 246 mailing addresses

Roll # 5761-040-021-07100-0000

COMMUNITY SERVICES DEPT.

AUG 10 2010

RECEIVED



HERITAGE PROPERTY TAX REBATE PROGRAM

Corporation of the City of Sault Ste. Marie

99 Foster Drive, P.O. Box 580

Sault Ste. Marie, ON P6A 5N1

5(h)

3. Under which part of The Ontario Heritage Act is the property designated?

Part IV

Part V (District)

Please provide the following information:

Designation By-law number: 83-60

Date of Approval: February 28, 1983

4. Does your property have one of the following types of agreements in place?

Heritage Conservation Easement
Agreement

Preservation & Maintenance Agreement

Date of agreement: _____

(Please attach a copy of the agreement, or indicate if a copy is already on file with the
Recreation & Culture Division)

Documentation previously submitted Documentation attached

4. Have you previously received a Heritage Property Tax Refund for this property?

Yes

No

If "Yes", give years and amounts: Year(s) Amount(s)

Years	Amounts

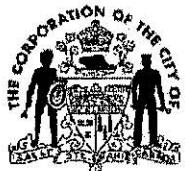
5. Tax year for which the refund is being requested 2009

6. Is/has the property an assessment appeal registered on it? Yes No

7. Is the property in good and habitable condition?

If "No" please give details.

Yes No



HERITAGE PROPERTY TAX REBATE PROGRAM

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

5(h)

8. Is the property fully insured?
If "No" please give details.

Yes

No

Please append a Certificate of Insurance with the application

9. Do you have an outstanding mortgage on the property?

Yes

No

If there is an outstanding mortgage on the property please append a written letter from your lending institution stating that they are aware of your intent to have registered on title a Heritage Easement for the property in question and that they do not have any objections.

Letter appended

Yes

No

10. Please attach recent (within 3 months) photographs of all elevations of the heritage property.

Please label and date all photographs:

(eg. "Property Name" "View north from Queen Street" "December, 2006")

Photographs attached

Yes

No

11. Please list any anticipated interior/exterior renovations for the upcoming year:

Interior: minor upgrades inside apartments

Exterior: window frame capping



HERITAGE PROPERTY TAX REBATE PROGRAM

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

5(h)

12. Is the property the subject of any City By-law contraventions, work orders, penalties, fees, arrears of taxes, fines, or other outstanding municipal requirements as of the date of application?

Yes No

If yes, please provide details on the issue:

13. Please obtain any required authorization and check one of the following statements:

I, the applicant, am the sole owner of the property for which this application is made.

I, the applicant, am one of the owners of this property and have received express authorization from all other property owners to make this application and receive the full heritage tax refund on their behalf.

I certify that to the best of my knowledge the information provided in this application is accurate and complete, and I agree to the terms and conditions of the Heritage Property Tax Rebate Program as established by the City of Sault Ste. Marie under By-law 2005-186.

I also consent to the City conducting an inspection of the interior and exterior of the eligible heritage property at any reasonable time, if required, to ensure that the relevant easement agreements or preservation and maintenance agreement is being complied with.

Owner Signature*: William Watts

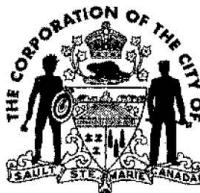
Witness: Linda Watts

Date: August 1/2010

* If you are acting on behalf of the owner please obtain any required written authorization and attach proof to this form.

5(i)

Norman Fera
Manager Community Centres



Community Services Department
Community Centres Division

November 8, 2010

Acting Mayor O. Grandinetti
and Members of City Council

First Aid Services at the Community Centres Division - Canadian Ski Patrol System (CSPS)

The Canadian Ski Patrol System (CSPS) is a registered Canadian charity providing first aid and rescue services.

The Community Centres Division requires first aid services for spectators at special events and the Soo Greyhounds' home games. Traditionally this service was provided by St. John's Ambulance; however, they have advised us that they are unable to commit to coverage for all of the Soo Greyhounds' games this season. The CSPS has supplied first aid services for events at Community Centres Division facilities in the past.

The highlights of the agreement with the CSPS are:

- (a) The CSPS shall provide a minimum of two (2) Qualified Immediate First-Aid Response Volunteers with advanced certification ("Qualified Members") for each Soo Greyhounds' Game.
- (b) The CSPS shall also provide Qualified Members for other events as scheduled with the Manager of Community Centres or his designate.
- (c) Qualified Members shall be called upon to respond to first aid situations involving event participants and spectators and provide detailed reports to the City when individuals receive first-aid treatment.

Funds for the donation will be part of the City's share of expenses for the Soo Greyhounds' games and special events.

The Hockey Club continues to coordinate and pay for the services of the Emergency Medical Services (EMS) for first aid services for the players of both the Soo Greyhounds and opposition team.

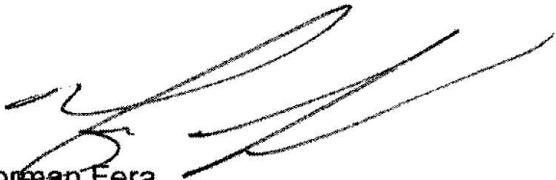
The by-law for this agreement appears elsewhere on your agenda.

5(i)

Recommendation

It is recommended that Council approve the agreement with the Canadian Ski Patrol System (CSPS) to provide first aid services for events at Community Centres Division facilities including the 2010 - 2011 Soo Greyhounds' home games.

Respectfully submitted,


Norman Fera
Manager Community Centres

Recommended for approval,


Nicholas J. Apostle

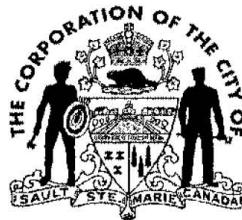
Commissioner Community Services

jfb/council/canadian ski patrol contract nov 8


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(j)

2010 11 08

File: 9.5.9

Acting Mayor Ozzie Grandinetti
Members of Council

Re: Connecting Link – 5 Year Plan and Request for 2011 MTO Allocation

In the fall of each year, the Engineering Department submits a request for the following year's Connecting Link allocation. Under the connecting Link program, MTO funds 75% of capital improvements to designated connecting links. The attached table shows our suggested five-year Connecting Link schedule.

2011 Program

The 2011 program request is to rehabilitate the two bridges over the Root River on Great Northern Road, north of Fourth Line, and the resurfacing of Second Line between Great Northern Road and Old Garden River Road. In early 2010, MTO provided a grant of \$862,500 for the rehabilitation of the first bridge only. As discussed in a report to Council at the 2010 09 13 meeting, the rehabilitation of this bridge has been deferred until 2011 when it will be tendered together with the second bridge. This rehabilitation work will address deficiencies and add considerable life to the structures.

The MTO share of this program is **\$2,388,750** of which **\$862,500** has already been allocated in 2010 leaving **\$1,526,250** as the 2011 allocation request. The City's share is **\$891,250**, which is covered by the connecting link allowances in both the 2010 and 2011 budgets. The City's cost includes **\$95,000** in unshareable funding for a new sidewalk on the south side of Second Line.

2012 Program

Second Line – Old Garden River Road to Black Road

In the 2002 Transportation Planning Study, this section of road was identified as requiring widening to 5 lanes with a possible westbound slow vehicle climbing lane. The suggested timing for the project was 2007 to 2012. A three phased approach is shown on the attached spreadsheet from 2012 to 2015. The MTO allocation for the first phase in 2012 is **\$1,667,250**.

Two important points were considered in this recommendation. First, the widening will require a class environmental assessment. The Engineering Department intends to initiate the EA in late 2010 or early 2011 in preparation for the project. Second, the City will be constructing the extension of Pine Street from Northern Avenue to Second Line under our annual Capital Works Program, phased over 2011 and 2012. The intention is to construct the intersection at Second Line in 2012. It is appropriate to construct the first phase of Second Line widening from Old Garden River Road to Pine Street together with the Pine Street intersection.

5(j)

The firm of Kresin Engineering completed the Environmental Assessment for the Pine Street extension and has been retained to provide design and contract administration services. It is the recommendation of the Engineering Division that Kresin be retained to conduct the class Environmental Assessment for the widening of Second Line from Old Garden River Road to Black Road. A suggested budget for this task is \$25,000. There are sufficient funds set aside in the connecting link portion of the approved 2011-2012 Capital Works Program.

It is noted that the estimates provided for the sections of Second Line between Old Garden River Road and Black Road are pre-design estimates only and subject to change. We have assumed a Class A urban cross-section to the bottom of the hill. Budget allowances have been included for an environmental assessment, possible pole relocations, signals at Black Road and engineering.

2013 Program

Great Northern Road – Second Line to Third Line

It is the City's intention to request that the MTO allocation for 2013 be provided for the resurfacing of Great Northern Road between Second and Third Lines. The work will involve an asphalt recycling technique. The MTO share is estimated to be **\$1,062,750**. A non shareable amount is included in the table for a sidewalk on the west side of the road.

2014 and 2015 Programs

The 2014 and 2015 programs will complete the widening of Second Line from Pine Street easterly to Black Road.

Needs beyond 2015

The attached spreadsheet identifies the need to resurface Second Line from Carmen's Way to North Street, and Black Road from McNabb to Trunk Road, and the other connecting links in approximate order of priority.

Recommendation

It is recommended that Council:

- Accept the 2011-2015 Connecting Link forecast and the 2011 Connecting Link allocation request as information.
- Approve retaining the firm of Kresin Engineering to conduct a Class environmental assessment for the widening of Second Line between Old Garden River Road and Black Road for an estimated budget of \$25,000 with funds to come from the Connecting Link portion of the approved 2011-2012 capital budget.

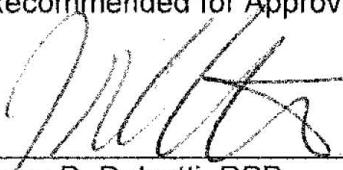
Respectfully submitted,



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

/bb

Recommended for Approval:



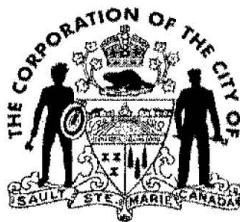
Jeffry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

Capital Construction Plan, Connecting Links (2011 to 2015)									
Year	Type	Street	From	To	Total Cost	Not Shareable**	Sharable	MTO Cost	City Cost
2011	Rehab bridge	Great Northern Rd	0.4 k N of 4th Line	over Root River*	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 975,000	\$ 325,000
	Rehab bridge	Great Northern Rd	Shultz Road	over Root River	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,125,000	\$ 375,000
	Resurface	Second Line East	Great Northern Rd	Old Garden R. Rd	\$ 480,000	\$ 95,000	\$ 385,000	\$ 288,750	\$ 191,250
					\$ 3,280,000	\$ 95,000	\$ 3,185,000	\$ 2,388,750	\$ 891,250
								-\$ 862,500	
									\$ 1,526,250
2012	Par Recon	Second Line East	Old Garden R. Rd.	Pine St.	\$ 2,307,000	\$ 84,000	\$ 2,223,000	\$ 1,667,250	\$ 639,750
					\$ 2,307,000	\$ 84,000	\$ 2,223,000	\$ 1,667,250	\$ 639,750
2013	Resurface	Great Northern Rd	Second Line E.	Terrance Ave.	\$ 908,000	\$ 194,000	\$ 714,000	\$ 535,500	\$ 372,500
	Resurface	Great Northern Rd	Terrance Ave	Third Line	\$ 927,000	\$ 224,000	\$ 703,000	\$ 527,250	\$ 399,750
					\$ 1,835,000	\$ 418,000	\$ 1,417,000	\$ 1,062,750	\$ 772,250
2014	Par Recon	Second Line East	Pine Street	A/C width change	\$ 2,070,000	\$ 78,000	\$ 1,992,000	\$ 1,494,000	\$ 576,000
					\$ 2,070,000	\$ 78,000	\$ 1,992,000	\$ 1,494,000	\$ 576,000
2015	Par Recon	Second Line East	A/C width change	Black Rd	\$ 1,881,000	\$ 100,000	\$ 1,781,000	\$ 1,335,750	\$ 545,250
					\$ 1,881,000	\$ 100,000	\$ 1,781,000	\$ 1,335,750	\$ 545,250
Notes: * \$862,500 grant already provided in 2010 ** Not sharable cost are primarily sidewalks									
Cost estimates in bold are pre-design estimates, others are budget estimates only									
Needs Beyond 2015:									
	Resurface	Black Road	Trunk Road	McNabb Street	\$ 956,000	\$ -	\$ 956,000	\$ 717,000	\$ 239,000
	Resurface	Second Line East	Carmen's Way	North St	\$ 1,654,000	\$ -	\$ 1,654,000	\$ 1,240,500	\$ 413,500
		Trunk Road	East City Limit	Boundary Road					
		Trunk Road	Boundary Road	Black Road					
		Black Road	McNabb Street	Second Line					
		Carmen's Way	Second Line	Conmee Avenue					
		Carmen's Way	Conmee Avenue	Wellington Street					
		Carmen's Way	Wellington Street	Queen Street					
		Queen Street West	Carmen's Way	Huron Street					
		Great Northern Road	Third Line	Fourth Line					
		Great Northern Road	Fourth Line	Fifth Line					
		Great Northern Road	Fifth Line	North City Limit					
		Second Line East	North Street	Great Northern Rd					

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Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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5(k)

2010 11 08

File: 4.140.1

Acting Mayor Ozzie Grandinetti
Members of Council

Re: Status of Bridge Rehabilitation

The purpose of this report is to provide Council with an update on the progress of the rehabilitation of several municipal bridges. Ontario has approximately 15,000 bridges and about 80% of them are located in, and are the responsibility of municipalities. The remaining bridges are within the provincial highway system and are the responsibility of the province. The city has 34 bridges or major box culverts.

Biennial Bridge Inspections

Responsibility for the safety and maintenance of bridges is established in the Public Transportation and Highway Improvement Act. It requires all bridges be inspected every two years under the direction of a professional engineer using the Ontario Structure Inspection Manual which requires a close-up visual inspection of each structural element of a bridge as well as its material defects, performance deficiencies and maintenance or rehabilitation needs.

The City retains a consultant every two years to provide this inspection service and reporting to fulfill this mandate, with funds budgeted in the miscellaneous construction budget. We also include the inspection of our 8 pedestrian bridges, and 31 overhead sign structures in this program.

Single Lane Bridges

Council will recall several reports in recent years dealing with eight single lane bridges in rural areas that were nearing 90 years old. Biennial bridge inspections revealed deficiencies to the extent that all eight bridges were placed under load restrictions. We are pleased to advise Council that four of the bridges have been replaced with new, two-lane structures. They include bridges 9 and 31 on Old Goulais Bay Road north of Fifth Line, bridge no. 17 on Carpin Beach Road south of Base Line and bridge no. 19 on Town Line Road, south of Base Line. These new structures are expected to provide many decades of service, with an added degree of safety now that they are two lanes wide.

The total construction value for the four structures was approximately \$1.8M which was covered by the 2009-2010 Capital Program. The anticipated final engineering cost will be \$185,000 which is also covered by the 2009/10 Capital Program. The original upset limit for fees was estimated at \$120,000. The additional fees are attributed to the requirement for a piled foundation for Bridge 19, and a Federal Environmental Assessment due to the designation of the Big Carp River as navigable water. Further, additional efforts were

required in the field given that Bridge 19 reconstruction had to be deferred to 2010. The other three were completed in 2009.

There remain 4 single lane bridges which should be reconstructed in the near future. All of them are perimeter bridges for which the City jointly shares responsibility with the Township of Prince. Bridges 12 and 13 on Town Line Road north of Base Line are currently posted with load restrictions. Bridges 14 and 15 on Base Line received temporary steel overlays in 2007 so that the load restrictions could be removed. Based on the prices for the other bridges and poor soils conditions in the area, the consultant is suggesting a budget of \$3 to 4 million will be required for design and reconstruction of these bridges. The Engineering Department will continue efforts to investigate opportunities with the Township to jointly fund the rehabilitation of these four bridges, and work towards completing some preliminary design and soils work to refine the design assumptions and cost estimates.

Sussex Road Bridge and Third Line at Bennett Creek Culvert

Two other significant water crossings have been completed. A new concrete bridge was constructed to replace the wooden structure on Sussex Road, and a failed, major corrugated steel pipe culvert on Third Line West at Bennett Creek was replaced with a new precast concrete box culvert. The construction cost of \$700,000 and the engineering of \$105,000 for both structures were covered by the 2009/10 Capital Construction budget. The upset limit in the engineering agreement only covered fees for design at \$63,000 and the consultant was retained to provide field inspection and contract administration services. It is appropriate to adjust the upset limit in the engineering agreement to \$105,000.

Rail Bridges

The City shares maintenance responsibility with CN Rail for two structures, namely the underpass on Wellington Street at Carmen's Way and the rail bridge on Great Northern Road north of Fourth Line. We have sent correspondence to CN pertaining to approximately \$100,000 of maintenance, cleaning and pigeon proofing required on the underpass. In the agreement, maintenance costs are shared 50/50 and we have asked the railway to budget for its share for 2011.

The responsibility for the rail bridge over Great Northern Road is shared such that the City is responsible for the abutments and the Railway is responsible for the superstructure. The City completed the repair of the abutments in 2009, and we have requested assurance in writing that CN will address the deficiencies in the superstructure identified in the biennial inspections.

Root River Bridges on Great Northern Road (Connecting Link)

At the 2010 09 13 meeting, Council was advised of the status of the two connecting link bridges over the Root River on Great Northern Road north of Fourth Line. Connecting link funding is in place for rehabilitation of the south bridge, and application will be made for funding of the north bridge in the 2011 allocation. The intention is that both will be rehabilitated in 2011.

All Other Remaining Vehicle Bridges

All other bridges not specifically mentioned above are inspected, and when minor deficiencies such as routing and sealing or guard rail repair are identified, we retain the services of Public Works and Transportation (PWT) crews to complete the repairs. This has

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worked well for several years. Funding for this maintenance has come from the miscellaneous construction account since the \$10,000 budget PWT has for bridge maintenance is completely insufficient. Public Works is responsible for maintenance and the limited Miscellaneous Construction funds should not be used for this purpose. The Public Works bridge maintenance budget needs to be increased.

Pedestrian Bridges and Overhead Sign Structures

Over the past several years minor deficiencies have been identified and rectified on several of the overhead sign structures and pedestrian bridges. Further, with the assistance of PWT carpentry and construction crews, the pedestrian bridges on South Eden and Dryden have been fabricated and will be installed in 2010.

Conclusion

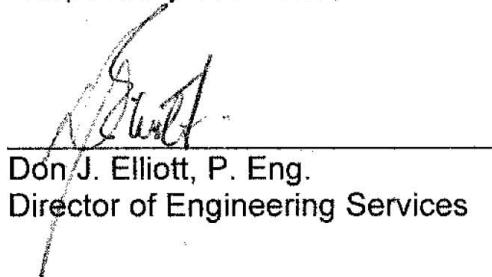
The City has made progress in rehabilitating municipal bridges, and we consider ourselves in compliance with mandated bridge inspection procedures. More capital expenditures for bridges are anticipated in future years, and as part of the 2010 biennial inspections, the consultant has been asked to provide a 5 to 10-year capital works forecast for more detailed short and long range planning purposes.

Recommendations

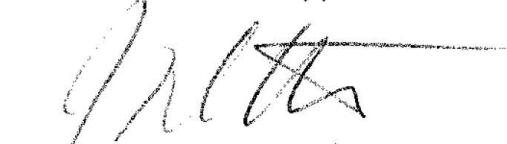
It is recommended that:

- The Engineering Division continue to investigate opportunities with the Township of Prince to jointly fund the rehabilitation of the four shared perimeter single lane bridge 12, 13, 14 and 15 on Base Line and Town Line Roads.
- The upset limit in the engineering agreement for bridges 9, 17, 19 and 31 be revised from \$120,000 to \$185,000.
- The upset limit in the engineering agreement for the Sussex Road Bridge and the Third Line/Bennett Creek culvert be revised from \$63,000 to \$105,000.
- The Engineering Division continue efforts to ensure MTO direct additional connecting link grant funding for the rehabilitation of the second bridge over the Root River on Great Northern Road.
- The Engineering Division continues efforts to ensure CN Rail's participation in maintenance of the two rail structures in accordance with existing agreements.
- Consideration be given to increasing the Public Works bridge maintenance budget.

Respectfully submitted,


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

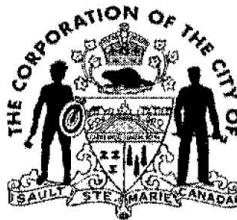
Recommended for Approval:


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

c Brianna Coughlin, CAO/Clerk-Treasurer, Township of Prince

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

5(1)
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2010 11 08

Acting Mayor Ozzie Grandinetti
Members of Council

**Re: Bridge Data – Municipal DataWorks
Agreement and Funding**

The Ontario Good Roads Association (OGRA) has taken the initiative to gather data on all bridge structures in the province. The data from all the municipalities will be summarized at an aggregate level using Municipal DataWorks or MDW (a web based asset management/capital planning tool), and given to the OGRA to better position municipalities with respect to decisions made for sustainable funding for municipal infrastructure.

There is no cost to participate; Municipal DataWorks is offered free to all Ontario municipalities for asset management and infrastructure funding decisions. To-date more than 300 Ontario municipalities have participated. Typically there is some cost for loading data into MDW; however, at this time the OGRA is covering the cost for loading the structure data, provided it is in electronic form. There is some cost associated with getting our data into the appropriate form.

All municipalities may apply for matching funding to a maximum of \$5,000 to assist with the costs of providing the data. In our case, the data is complete, and just needs to be provided in a format suitable for OGRA. That task can be completed by the consultant who was retained to complete the 2010 biennial bridge inspections. The \$5,000 grant, will more than cover that cost and the remainder can reduce the City's cost of the 2010 inspections. A data provision agreement is required in order to participate in this program.

Recommendation

It is recommended that:

- The Engineering Division together with the bridge inspection consultant provide OGRA with the City Bridges/Culverts data for the Municipal DataWorks database;
- The Engineering Division applies to OGRA for the \$5,000 funding.
- Council authorizes by-law 2010-164 to enter into a Municipal DataWorks Data Provision Agreement with the Ontario Good Roads Association.

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Respectfully submitted,



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

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Recommended for Approval:



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

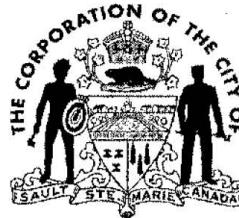
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RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

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2010 11 08

Acting Mayor Ozzie Grandinetti
Members of City Council

**Re: Environmental Assessment
Third Line East and Black Road – Hospital Entrance to Second Line**

In the 2005 Sault Area Hospital Traffic Impact Study, a need was identified to review the roadway geometry for two lane roads in the vicinity of the hospital, particularly Third Line and Black Road from the hospital entrance to Second Line. Possible improvements to this corridor may include changes to the vertical alignment, widening the platform width to improve the flow of traffic particularly for emergency vehicles, pedestrians and non motorized vehicle services as well as intersection and drainage improvements. It is appropriate to follow the class environmental assessment process to evaluate alternatives. Planned improvements recommended by this study will be incorporated into the capital works plan.

Consulting engineering services for Class Environmental Assessments are available from several local firms. In accordance with the approved procedure for retaining consulting engineers the Engineering & Planning Department recommends that the firm of AECOM be retained to conduct this environmental assessment. This firm completed the EA for Third Line improvements between People's Road and the hospital entrance, and is familiar with concerns raised by residents and stakeholders on Third Line east of the hospital. The actual cost for an environmental assessment is difficult to estimate. An allowance of \$25,000 was approved in the 2010 Miscellaneous Construction Budget for this purpose.

It is recommended that AECOM be retained to conduct a Municipal Class Environmental Assessment for improvements to Third Line East and Black Road from the hospital entrance to Second Line with funds from the 2010 miscellaneous construction budget. An engineering agreement will be brought to Council at a future meeting.

Respectfully submitted,


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

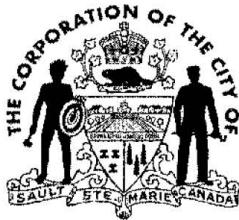
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\\ENGINEERING DATA\\COUNCIL\\D_Elliott\\2010\\EA - Third Line East-Black Road - Hospital to Second Line 2010 11 08.doc


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

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5(n)

2010 11 08

Our File: A-03-7-03

Acting Mayor Ozzie Grandinetti
Members of City Council

**Re: Queen Street Reconstruction – Pim Street to Simpson Street
Agreement for Engineering Services**

At the 2010 07 19 meeting, Council approved retaining the firm of AECOM for engineering services to complete the reconstruction of Queen Street between Pim Street and Simpson Street. Design is tentatively planned for 2011 and construction is scheduled for 2012 with completion expected in the fall of 2012.

By-law 2010-161 authorizing the execution of an engineering agreement between the City and AECOM can be found elsewhere on Council's agenda and is recommended for approval. The estimated upset limit in the agreement for services is \$355,000.

Respectfully submitted,

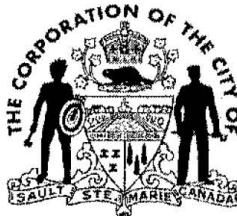

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

/bb


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



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2010 11 08

Acting Mayor Grandinetti and
Members of City Council

Re: Solar Photovoltaic Proposal

In 2010, Council carried several resolutions/recommendations related to alternative energy projects, including:

At the April 29, 2010 Budget meeting, the following motion, as moved by Councilor Caicco and seconded by Councilor Hayes, was carried:

Whereas the Government of Ontario is offering to individuals, Corporations and other organizations, very attractive revenue streams for Alternative Energy projects, and Whereas it is clear that the timeframe for taking advantage of such revenue opportunities is somewhat limited; and Whereas recent announcements surrounding the appropriate use of Gas Tax funding which is provided to municipalities have included reference to alternative energy projects;

Now Therefore Be It Resolved City Staff along with the "Green Committee" review potential projects which the City of Sault Ste. Marie might consider sponsoring and report back to Council with recommendations on the possibility of using Gas Tax funding in the future for one time alternative energy projects which might provide stable and ongoing future revenues to the City.

At the June 28, 2010 regular Council meeting, the following recommendation, as moved by Councilor Grandinetti and seconded by Councilor Caicco, was carried:

Resolved that the report of the Environmental Initiatives Coordinator dated 2010 06 28 concerning Gas Tax Fund Allocations be accepted and the recommendation to:

- 1) Create a sub-committee of the Municipal Environmental Initiatives Committee to determine project(s) possibilities; and
- 2) Fund a feasibility study on possible projects at a cost not to exceed \$25,000 with funding from the 2010 Gas Tax allocation, be approved.

Purpose

This Council report is intended to address the City's role in power generation, and introduce a proposal presented to staff by the Sault Ste. Marie PUC Inc.

Background

In May 2009, the Green Energy and Green Economy Act (GEA) was legislated in an effort to boost investment and create employment opportunities in an emerging sector, and reduce energy consumption through conservation and efficiency across the Province. The Province also wants to boost green energy generation to help replace the power produced by the closing coal-fired plants in Ontario. Programs and targets, supported by regulation and policy, have been developed and are currently being implemented. One such program is the Feed-In-Tariff (FIT).

The FIT and microFIT (10 KW or less) programs offer flat rates and long-term contracts (20 years) to individuals or organizations that implement approved renewable energy projects, including solar, wind, water and bioenergy. Rates are based on the type and size of the renewable energy project proposed. The Ontario Power Authority (OPA) is delivering the program on behalf of the Province and works closely with Local Distribution Companies (LDC) to determine capacity for projects within applicable communities. Sault Ste. Marie's LDC is PUC Inc.

There has been much uptake in the program with 2,971 solar PV applications submitted to date¹ despite the following criticisms of the FIT program: electricity rate payers will pay a premium for green energy; the government is artificially stimulating a market; and that the domestic content requirements will negatively impact investment and jobs.

Proposal:

Municipalities across the Province have been enticed to complete solar projects because of available roof space, access to capital dollars, and now having the ability to generate electricity through the GEA. Municipalities are also the second largest electricity consumers in the Province using approximately 6.6 billion kWh per year². Municipalities will have to play a role in the energy sector in order to reduce the overall demand.

The FIT program is continuing to accept applications, and PUC Services Inc. is participating with rooftop solar applications for some of their infrastructure. PUC Services is now proposing to lease City roof space in order to complete several solar energy projects on municipal facilities. These projects would produce approximately 1 MW of power utilizing the roofs of the following buildings: John Rhodes, Essar Centre, Transit Services Administration Building and the Transit Depot.

The projects are not necessarily limited to the buildings noted above, but they have been identified as having potential. Total investment for 1 MW is estimated at \$8,000,000 with projected returns of \$1,000,000 a year, a simple payback of approximately 8 years. Payback is often project specific and dependent on system size and output, but AMO has provided a general guideline that indicates a simple payback between 9.3 and 13.8 years³.

¹ OPA.2010. Bi-weekly FIT and microFIT Report. Data as of October 12, 2010. [Online]. Date Accessed: 28 October 2010. Available at: http://fit.powerauthority.on.ca/Storage/102/11156_Bi-Weekly_FIT_and_microFIT_Report_October_12%2C_2010.pdf.

² Municipal World & IESO Electricity Profile.

Through initial discussion, City staff understands that the current offer is to lease the roof space to the PUC for 10% of gross revenues. Revenue will be dependent on the output of the system, but also the Provincial Government's commitment to the program. The City could align these system installations with existing identified upgrades e.g. Transit Services Administration Building on Huron Street requires roof upgrades/replacement. By leasing the roof space Gas Tax funds could be left for smaller energy efficiency projects (e.g. roof upgrade) or left in road reconstruction projects.

Owning the system would entitle the City to 100% revenues, but, the City would also be responsible for the capital investment into the projects, operation, maintenance, insurance, structural upgrades, photovoltaic potential, permits and legal fees, safety requirements, depreciation and degradation of panels and outputs, and interruption in service due to roof upgrades in the future. Current City staff does not currently have the technical expertise to manage a solar photovoltaic system, and would require additional training. Furthermore, the PUC has expressed interest in leading other future energy generation projects, including landfill gas collection.

Regular discussions have been had with the staff from Engineering, Finance and Legal, as well as the Green Committee, around the PUC being a willing partner or lead on energy generation projects. PUC Services has been charged with being competitive and the City in general does not want to compete in the energy industry. PUC Inc. is a municipal utility and profits obtained through their subsidiaries are contributed back to the City.

Given that 70% of our municipality's buildings were constructed between 1970 and 1989, the need to replace, upgrade and retrofit aging building infrastructure, is becoming ever critical. It is important to balance the needs of the existing buildings with new construction. Leasing roof space may be an ideal option for existing facilities, where new facilities may be able to incorporate these systems into the design of the building.

It is important to note that current rates for renewable energy projects will be reviewed after 2011, and are anticipated to change. It is critical that these applications are submitted as quickly as possible to ensure current domestic content requirements and rates. It can take 6-8 months for FIT applications to be processed, and grid capacity needs to be determined for each proposal.

Participating in alternative energy projects, as a partner or lead, is inline with Council's resolution of Sault Ste. Marie being the Alternative Energy Capital of North America, and would provide a non-tax based revenue source to the City.

Recommendation

The Engineering and Planning Department recommends the City enter into negotiations with the PUC as the sole source for leasing existing roof space for solar projects with a further report to be brought back to Council for approval once those negotiations are complete.

³ AMO. 2010. LAS Solar Photovoltaic Program FREQUENTLY ASKED QUESTIONS. Ver Jan-2010. [Online].

Available at:

<http://www.amo.on.ca/AM/Template.cfm?Section=Home&Template=/CM/ContentDisplay.cfm&ContentID=156458>. Date Accessed: 29 October 2010.

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Respectfully submitted,

Madison Zuppa

Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for Approval,

Jerry D. Dolcetti

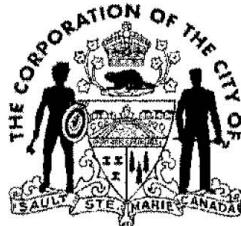
Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

File No. R.1.2.5

REPORT TO: Acting Mayor Ozzie Grandinetti
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2010 11 08

RE: BOXING DAY QUESTION ON THE BALLOT

As you are aware the municipal ballot for the 2010 Municipal Election contained the following question "Are you in favour of retail establishments opening on December 26th?" The majority of eligible voters voted "no" to the aforementioned question (15,407 voters). Only 9,942 voters voted in favour of the question. Under the Municipal Elections Act the result of the question is binding if at least 50% of the eligible voters vote on the question. In this case less than 50% of eligible voters responded to the question. Accordingly the results of the question are not binding on Council. However they do reflect the views of voters that attended to vote on voting day.

This report is provided for the information of Council.

Respectfully submitted,

Handwritten signature of Nuala M. Kenny.

Nuala M. Kenny
Assistant City Solicitor

Recommended for approval,

Handwritten signature of Lorie Bottos.

Lorie Bottos
City Solicitor

NMK/cf

RECOMMENDED FOR APPROVAL

Handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi
Chief Administrative Officer

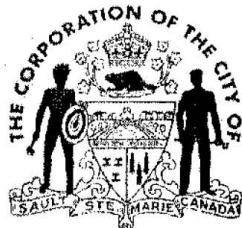
The Corporation of the City of Sault Ste. Marie
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www.cityssm.on.ca

5(q)

LORIE BOTTOSS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR



LEGAL
DEPARTMENT

File No. R.1.2.19

REPORT TO: Acting Mayor
and
Members of Council

REPORT FROM: Lorie Bottos, City Solicitor

DATE: 2010 11 08

RE: SET FINES UNDER TRANSIT POLICY BY-LAW 2010-79

PURPOSE

The purpose of this report is to seek Council's approval to apply to the Ontario Ministry of the Attorney General for set fines for contraventions of City By-law 2010-79.

BACKGROUND

On April 26, 2010 City Council passed By-law 2010-79 which approved a City Transit policy. A copy of By-law 2010-79 is attached for review. Various activities which create safety and health concerns and disturb both Transit drivers and passengers are set out in section 3(17) of this by-law. At the present time, if a City police officer chooses to lay a charge under this by-law the process is quite time consuming since the officer is required to prepare an information document and have it issued by a justice of the peace. The individual charged must then attend in Provincial Offences Court to enter his plea. There is no provision for out of court pleas and payment of fines.

A more efficient means of enforcing this by-law is to establish set fines. Officers observing individuals contravening the by-law would then be able to issue a ticket on the spot (similar to a speeding ticket). The individual charged could then pay his fine at the Provincial Offences Court Office if he wishes to plead guilty. A court attendance would not be required. If the person pleads not guilty a court hearing is scheduled.

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

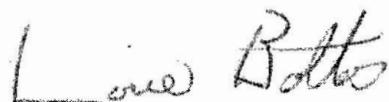
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The Legal Department recommends that a set fine of \$100.00 be established for contraventions of By-law 2010-79. Mr. Don Scott, Transit Manager, and I feel these are reasonable fines to act as a deterrent to the few people who misbehave on City buses.

RECOMMENDATION

It is recommended that Council pass a resolution authorizing the Legal Department to request approval from the Attorney General to establish set fines for offences under By-law 2010-79.

Respectfully submitted,



Lorie A. Bottos
City Solicitor

LAB:dh

Enclosure

cc: Mr. Don Scott, Manager, Transit, PWT

Council Reports\2010\Set fine for Transit policy

[Signature]
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-79

TRANSIT: (L.5.7.) A by-law to authorize a policy for Sault Ste. Marie Transit Services.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie,
ENACTS as follows:

1. **DEFINITIONS**

In this by-law,

- (1) "Bicycle" includes a tricycle and unicycle but does not include a motor assisted bicycle.
- (2) "Fare" means the amount to be paid for travel on the transit system as determined by The City of Sault Ste Marie.
- (3) "Fare media" means any ticket, token, pass, transfer or other media issued by and acceptable to Sault Ste. Marie Transit Services ("Transit Services"), and includes, without limitation, an electronic trim kit ticket, any single ride or multi ride ticket, day pass, semester pass, or any period pass.
- (4) "Guide dog or service animal" shall have the same meaning as set out in Ontario Regulation 429/07 of the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended
- (5) "Loiter" means to linger without due cause and includes but is not limited to:
 - i) idly spending time in or on Transit Services property without express purpose of using the transit system;
 - ii) lingering, sauntering or remaining in or on Transit Services property without due cause; and
 - iii) failing to board the next available Transit Services vehicle, where possible, for the intended route.
- (6) "Multi-pass" means a multiple of single ride passes on one card.
- (7) "Proper authority" means any employee or agent of Transit Services wearing a Transit Services uniform.
- (8) "Transit Services" means Sault Ste Marie Transit Services.
- (9) "Terminal" means 160 Queen Street East – the point where all buses meet.
- (10) "Transfer" means points between lines ridden in succession as part of one continuous trip from origin to destination.
- (11) "Transit system" means the transit system, or any part thereof, operated by or on behalf of Transit Services and includes but is not limited to Transit Services cab, charter, conventional, specialized and community bus services.

2. REQUIREMENT TO PAY FARE – CONDITIONS OF USE

- (1) No person shall travel or attempt to travel on the transit system without paying the appropriate fare:
 - i) Where the amount of the fare charged for passage on the transit system is disputed, the passenger shall pay the amount requested by the proper authority.
 - ii) A passenger who refuses to pay the amount of fare requested by a proper authority shall be refused passage on the transit system.
- (2) No person shall, unless otherwise set out in the conditions of use:
 - i) in any way alter, change or recreate any fare media, other than an employee or agent of Transit Services authorized to do so;
 - ii) travel or attempt to travel on the transit system with fare media that has been altered, changed, recreated in any way by a person other than an employee or agent of Transit Services who is authorized to do so;
- (3) Fare media shall be:
 - i) valid for the period as indicated on the fare media; and
 - ii) valid in accordance with the conditions of use of the fare media.
- (4) It is a term and condition of each fare media issued by Transit Services or on behalf of Transit Services and for every ride on the transit system that Transit Services, its employees and agents:
 - i) are not liable to passengers for damaged, lost or stolen fare media;
 - ii) are not liable for delays or cancellations of any kind caused by any reason;
 - iii) shall have the right, whenever operating circumstances require it, to transfer a passenger from one vehicle to another vehicle; and
 - iv) are not responsible for loss of or damage to property of passengers carried onto the transit system.
- (5) No person paying a fare using cash fare or multi-pass shall be entitled to more than one transfer.
- (6) No person paying a fare using a form of fare media not mentioned in subsection (5) shall be entitled to a transfer.
- (7) No person shall sell exchange or give away a transfer unless otherwise authorized by Transit Services.
- (8) No person shall be issued a transfer at the terminal. Transfers are to be used only for one trip from origin to destination within the sixty minute time limit.

3. CONDUCT ON TRANSIT SYSTEM

No person shall:

- (1) Travel on the transit system with an animal unless the animal is in an enclosed container that remains secured at all times while on the transit system provided that the animal does not inconvenience or jeopardize the safety of other passengers or Transit Services employees.

The above does not prohibit a guide dog or service animal from accompanying any passenger with a disability provided that the guide dog or service animal remains under control of the passenger at all times while on the transit system.

- (2) No person shall operate, park or store an unplied vehicle, save and except for a Transit Services vehicle on Transit Services property.
- (3) No person shall roller-skate, in-line skate or skate-board in or on Transit Services property.
- (4) No person shall wear roller-skates or in-line skates while in or on Transit Services property.
- (5) No person shall operate a bicycle on Transit Services property except on the portion of the property consisting of a roadway which is intended for public use for the purpose of arriving at or departing from Transit Services property.
- (6) No person shall willfully obstruct or interfere with the proper authority in the performance of his or her duties.
- (7) No person shall display, offer, distribute or place handbills, signs, notices or any form of written or printed matter on or in Transit Services property without authorization.
- (8) No person shall sell or attempt to sell any merchandise, article or other thing or solicit members of the public for any purpose on SSM Transit property without authorization.
- (9) No person shall operate any camera, video recording devise, movie camera or any similar devise for commercial purposes upon the transit system without authorization.
- (10) No person shall place his or her foot or feet on a vehicle seat or lay thereon any object or substance that may soil the seat.
- (11) No person shall lie down on a bench, seat or floor of any Transit Services property.
- (12) Every person while on Transit Services property shall wear shoes, boots, sandals or similar footwear.
- (13) No person shall ride, hang or stand on any exterior portion of a vehicle or lean out of or project any part of his or her body through any window of the bus.
- (14) No person shall hold or force a vehicle door open or hinder or delay the closing of a bus door.
- (15) No person shall smoke within five meters of a Transit Services entrance or shelter or carry a lighted cigar, cigarette, pipe, other tobacco product, or any other lighted smoking equipment or material while in or on Transit Services Property.
- (16) No person, unless authorized, shall enter or remain on any Transit Services property that is in possession of a firearm, air gun, air rifle, pellet

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- gun, pellet rifle, gas charged gun, and gas charged rifle, imitation firearm, an offensive weapon or a prohibited weapon.
- (17) No person shall cause a disturbance or act contrary to the public peace on Transit Services property, including but not limited to;
- i) urinating, expectorating or defecating, except in facilities specifically intended for such actions;
 - ii) using profane, insulting or obscene language or gestures;
 - iii) behaving in an indecent or offensive manner;
 - iv) shinning any type of light at an operator of Transit Services vehicle or any other passengers;
 - v) fighting; or
 - vi) behaving in a manner which would interfere with the ordinary enjoyment of persons using the transit system.
- (18) A proper authority may refuse passage on the transit system to:
- i) a person behaving or appearing to behave in a manner that would interfere with the ordinary enjoyment of persons using the transit system or that may result in harm to themselves or others;
 - ii) a person whose conduct is or is likely to be objectionable to other passengers;
 - iii) a person carrying luggage, a large parcel or any object or thing that does inconveniences or is likely to inconvenience other passengers or Transit Services employees; and
 - iv) a person who alters their identity through the use of a disguise intended to obscure or otherwise alter their appearance.

4. **PENALTIES AND ENFORCEMENT**

- (i) Any person who contravenes any provision of this by-law may be removed from the transit system and Transit Services property and may have any fare media confiscated by Transit Services.
- (ii) Any person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for in Provincial Offences Act.

5. **EFFECTIVE DATE**

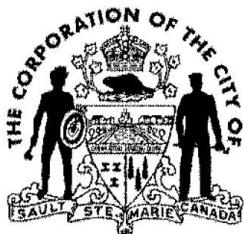
This by-law takes effect on the day of its final passing.

PASSED in open Council this 26th day of April, 2010.


MAYOR – JOHN ROWSWELL


CLERK – MALCOLM WHITE

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REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Acting Mayor Ozzie Grandinetti
and Members of City Council

SUBJECT:

Hub Trail Construction
Tarentorus School/Sutton Park/Anna McCrea
School Areas
City Contract 2009-15E

Contract 2009-15E was approved by City Council on October 13, 2009. This project involves the construction of various portions of the Hub Trail in the general areas of Tarentorus School, Sutton Park and Anna McCrea School.

Construction has proceeded without any major issues, and the majority of this construction project is nearly complete. However, one design issue that has arisen is the crossing of the trail at the intersection of Old Garden River Road and Second Line.

Along Old Garden River Road, the Hub Trail consists of paved shoulders on either side of the street. Both sides of the road have wide paved shoulders, which is beneficial as it allows for separation of trail users travelling in opposite directions. However, at the intersection of Second Line, currently, there are pedestrian traffic signals only on the west and north sides of the intersection.

The current situation causes difficulty for both northbound trail users and other general pedestrians as they do not have any signalized traffic controls to allow them to safely cross on east side of the intersection in order to continue north on Old Garden River Road (see attached photo). This issue is compounded by the fact that there is no pedestrian crossing on the south side of the intersection (see attached photo). The crossing on the south side of the intersection is necessary for south bound pedestrians and trail users wanting to continue south on the Hub Trail route towards the EMS centre, where there is an existing trail and towards the Finn Hill section of the Hub Trail.

To make this intersection more functional for trail users and pedestrians travelling on the east side of Old Garden River Road heading north towards Second Line, staff is recommending that additional pedestrian crossing signals be installed on the east and south sides of the intersection, as well as pedestrian crossing markings at all four crossings (see attached drawing).

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This work was not originally included in the contract as approval was required by the Ministry of Transportation, given Second Line's status as a connecting link highway. Approval was recently provided by MTO and City staff is recommending that these improvements proceed as shown on the attached drawings.

The cost to implement the intersection improvements will total \$96,754.36. This includes the installation of concrete footings for the signal poles, detectable hazard indicators at the crossings, pedestrian zebra stripe crossings, storm drainage improvements, as well as the signal poles and signal hardware (e.g. push buttons for pedestrians).

The work for these improvements exceeds the contingency allowance for this project and as such, staff is requesting Council's approval to include these improvements as part of this construction project.

The total construction price for Contract 2009-15E is \$1,081,104.20 (excluding GST/HST). Engineering fees for this project amount to \$80,000 (excluding GST/HST).

On October 13, 2009, City Council authorized the use of \$1,290,000 for this project. In addition, the City has received \$83,764 from the National Trails Coalition for the above-mentioned construction project, which brings the total budget for this project to \$1,373,764.

The revised estimated project cost, when including the above works is approximately \$1,266,888.57, which is still below the allowable budget for this project (see budget table attached). As such, staff is recommending moving forward with these improvements, as they will greatly improve the functionality and safety of the intersection as it will allow both trail users and general pedestrians to cross the intersection on all sides and provide greater awareness for motorists to identify the pedestrian crossing areas.

Planning Director's Recommendation

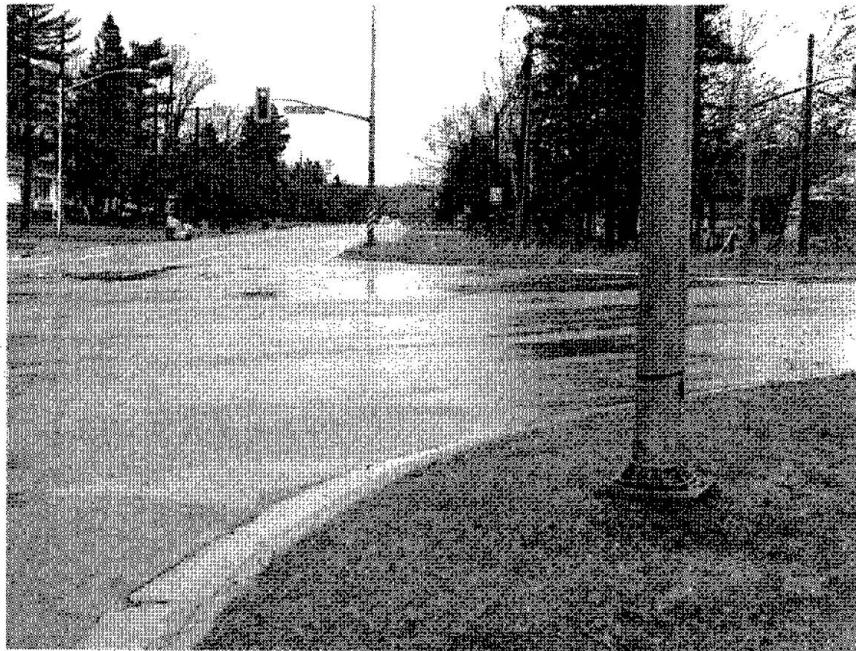
That City Council approves the recommended improvements at the intersection of Old Garden River Road and Second Line, as outlined in the report.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

SDT/pms

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East side of Old Garden River Road/Second Line West Intersection – No crossing signals exist for pedestrians or trail users to continue north

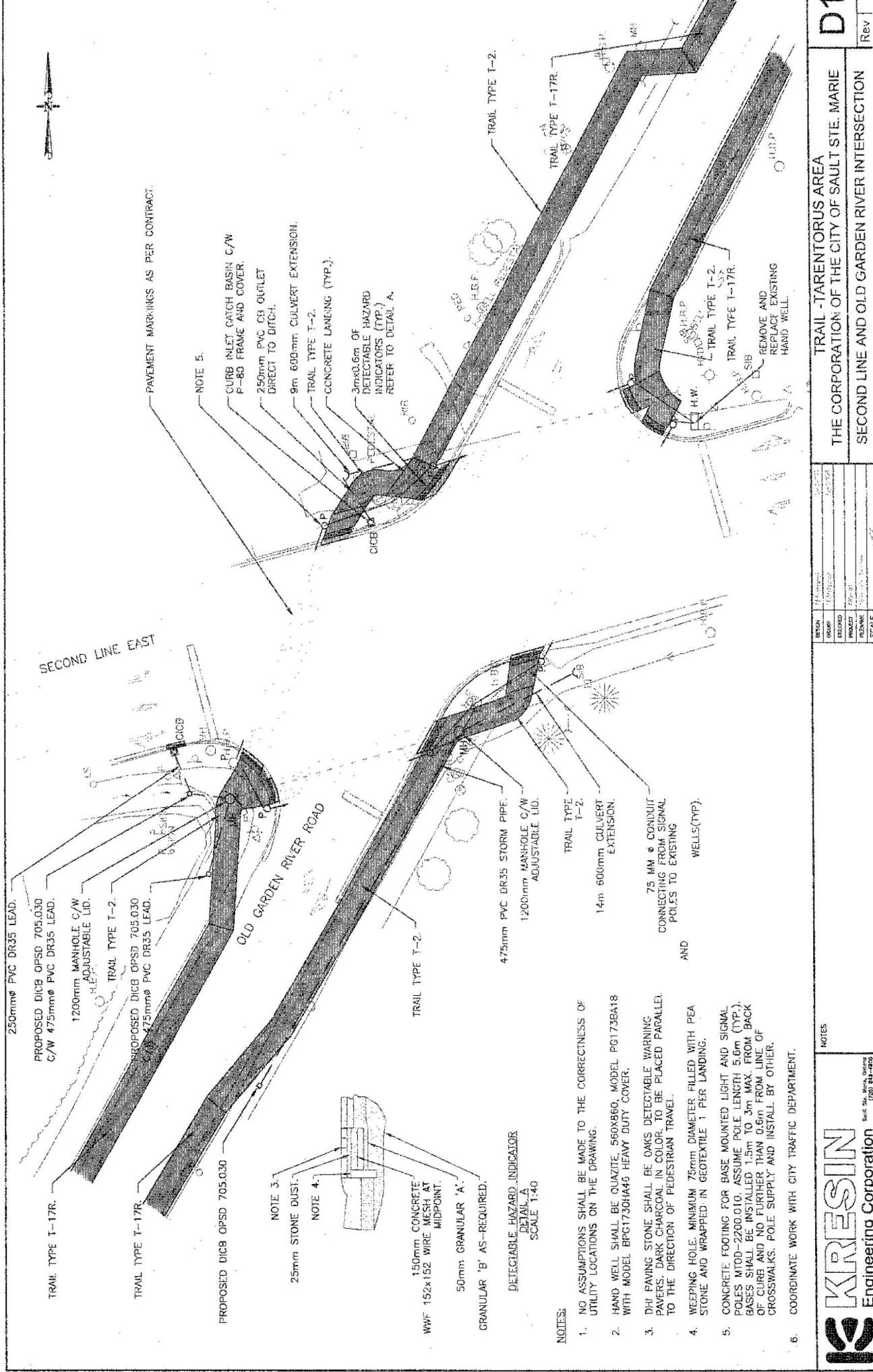


South side of Old Garden River Road/Second Line West Intersection – No crossing signals exist to allow south bound pedestrians or trail users to cross in order to access EMS Centre trail to the south

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Budget – Hub Trail – Tarentorus School/Sutton Park/Anna McCrea School areas

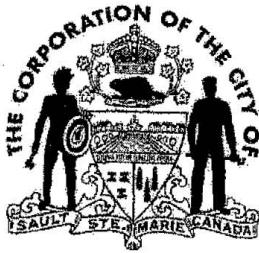
Revenues		Totals
Approved Funding	\$1,373,764.00	\$1,373,764.00
Estimated Expenditures - including proposed intersection improvements		
Kresin Engineering - Fees	\$80,000.00	
Avery Ltd. - Revised Contract Price	\$1,139,280.97	
Other Fees/Expenses	\$17,584.42	
OGR/Second Line Intersection Materials	\$30,023.18	
Total Expenditures	\$1,266,888.57	\$1,266,888.57
Total Remaining Budget		\$106,875.43



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THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

NOV 8 1 2010

LEGAL DEPARTMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre

99 Foster Drive

P.O. Box 580

Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-165, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	Arthur Street
	From:	Retta Street
	To:	Glenholme Drive
Estimated Cost of Work		\$448,606.00
Estimated Assessable Abutting Frontage		86.9m (Sanitary sewer) 168.0m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$ 4,169.55 (Sanitary sewer) \$13,354.39 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$431,082.06
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		4% 10 years
Estimated Annual Rate per Metre Frontage		\$3.76 (Sanitary sewer) \$9.80 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$37.48
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Frates
Chief Administrative Officer

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2010-165

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-5-02	Arthur Street	Retta Street	Glenholme Drive	110m	250mm	6	86.9m	\$4,169.55

CR/al
2010 11 08

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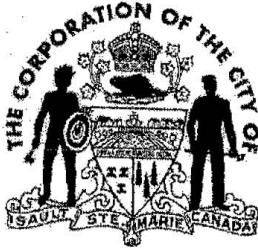
CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-165

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-7-02	Arthur Street	Retta Street	Glenholme Drive	110m	10.0m	n/a	168.0m	\$13,354.39

CR/al
2010 11 08



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THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

NOV 01 2010

LEGAL DEPARTMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-166, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work	Construction of: On: From: To:	Construction of sanitary sewer, private drain connection and Class "A" pavement Glenholme Drive Wellington Street East Arthur Street
Estimated Cost of Work		\$1,215,112.00
Estimated Assessable Abutting Frontage		460.2m (Sanitary sewer) 513.5m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$22,852.77 (Sanitary sewer) \$40,823.11 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$1,151,436.12
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term	4% 10 years	
Estimated Annual Rate per Metre Frontage		\$3.76 (Sanitary sewer) \$9.80 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$37.48
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Frates
Chief Administrative Officer

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**CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3**

SCHEDULE "A"

BY-LAW 2010-166

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
2009-5-03	Glenholme Drive	Wellington Street East	Arthur Drive	320m	250mm	35	460.2m	\$22,852.77

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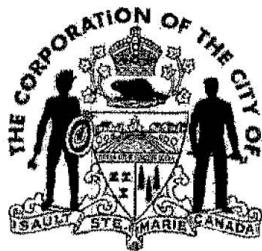
CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-166

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
2009-7-03	Glenholme Drive	Wellington Street East	Arthur Street	320m	10.0m	n/a	513.5m	\$40,823.11

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2010 11 08



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THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

NOV 01 2010

LEGAL DEPARTMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-167, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work	Construction of: On: From: To:	Construction of sanitary sewer, private drain connection and Class "A" pavement John Street Wellington Street West Conmee Avenue
Estimated Cost of Work		\$5,000,000.00
Estimated Assessable Abutting Frontage		1,544.7m (Sanitary sewer) 1,577.1m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$ 82,290.91 (Sanitary sewer) \$125,379.80 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$4,792,329.29
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		4% 10 years
Estimated Annual Rate per Metre Frontage		\$3.76 (Sanitary sewer) \$9.80 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$37.48
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Carl Rumiell, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(u)

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2010-167						
<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>
						<u>ASSESSABLE FRONTAGE</u>
A-2009-5-06	John Street	Wellington Street West	Conmee Avenue	910m	250-600mm	n/a
						1,544.7m
						\$82,290.91

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-167

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-7-04	John Street	Wellington Street West	Conmee Avenue	910m	10.0m	n/a	1,577.1m	\$125,379.80

CR/al
2010 11 08

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Nov. 2/10

Dear Joe, Malcolm & City Council.

Due to the many questionable irregularities on and before election 2010 I feel a Re-count for Councillor position Ward 5 is in order.

Recount is requested by Councillor David Celetti

Thank You for your time & attention.

David Celetti
759 0804

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2010 11 08

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Acting Mayor Ozzie Grandinetti
and Members of City Council

SUBJECT: Application No. A-10-10-Z – filed by Burgess Enterprises (Sault) Inc.

REQUEST: The applicant, Burgess Enterprises (Sault) Inc., is requesting a Rezoning 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 in association with the property at 688 Great Northern Road, in order to facilitate the expansion of the "Wacky Wings" parking lot onto the rear 31m (102') of the subject property.

Comments

At its regular meeting on July 19, 2010, City Council approved the applicants request in principle, subject to the approval of a site plan. The original Planning report, dated 2010 07 19 is attached.

At that meeting, several neighbours raised a number of drainage concerns, based upon existing drainage issues, and the proposal to raise the property approximately 4' above the established grade of the surrounding residential properties.

In response to these concerns, Kresin Engineering Corporation has prepared a drainage/site plan. Referring to the site plan attached, the following drainage works are proposed:

- The paved portion of the parking lot will be sloped inward towards a catch basin, which will direct water to an underground pipe that will drain north to the storm sewer under Killarney Road.
- The existing ditch that runs along 'Wacky Wings' rear lot line will be replaced with an under ground culvert, which will drain north to Killarney Road.
- The retaining wall will be setback from the lot lines to accommodate a swale (shallow ditch) which will accept water from neighbouring residential properties. The swale will be graded in a manner that allows water to flow along the perimeter of the parking lot and drain into the pipe that leads to the storm sewer under Killarney Road.

On October 20, 2010, Planning staff, the owner and the consulting engineer met on-site with Mrs. Nancy Parker, who owns abutting property to the south at 20 Terrance Road. At that meeting, Mrs. Parker indicated that although she is not an engineer she is satisfied that the proposed drainage plan will work, however, she wanted assurances that the owner will follow through on his promises and maintain the drainage works over time. The use of site plan control will ensure that drainage works are constructed to the proper specifications and maintained over time. The Site Plan Control Agreement will include among other things, a maintenance clause that is legally binding and registered on title. Part of the agreement will also include a \$25,000 letter of credit, which will be held by the Municipality. If the owner does not develop the site in a manner that is consistent with the agreement, those funds will be used to complete the work.

Mrs. Parker also requested that the garbage receptacle be moved to the northeast corner of the property (adjacent to parking stall #37), opposite her property and adjacent to the house that is also owned by the applicant. Mr. Burgess agreed to move the receptacle.

The Municipal Services Engineer has reviewed the drainage plan and is satisfied that both on and off-site drainage will be adequately accommodated. The attached correspondence from Engineering notes that further on-site verification will be required at the time of construction, to ensure that the swale is located on the applicant's property, and that positive drainage is provided to the storm sewer under Killarney Road. Correspondence further notes that the Site Plan Agreement should include a clause requiring a letter from the consulting engineer certifying that the work was done as per the original design.

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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:

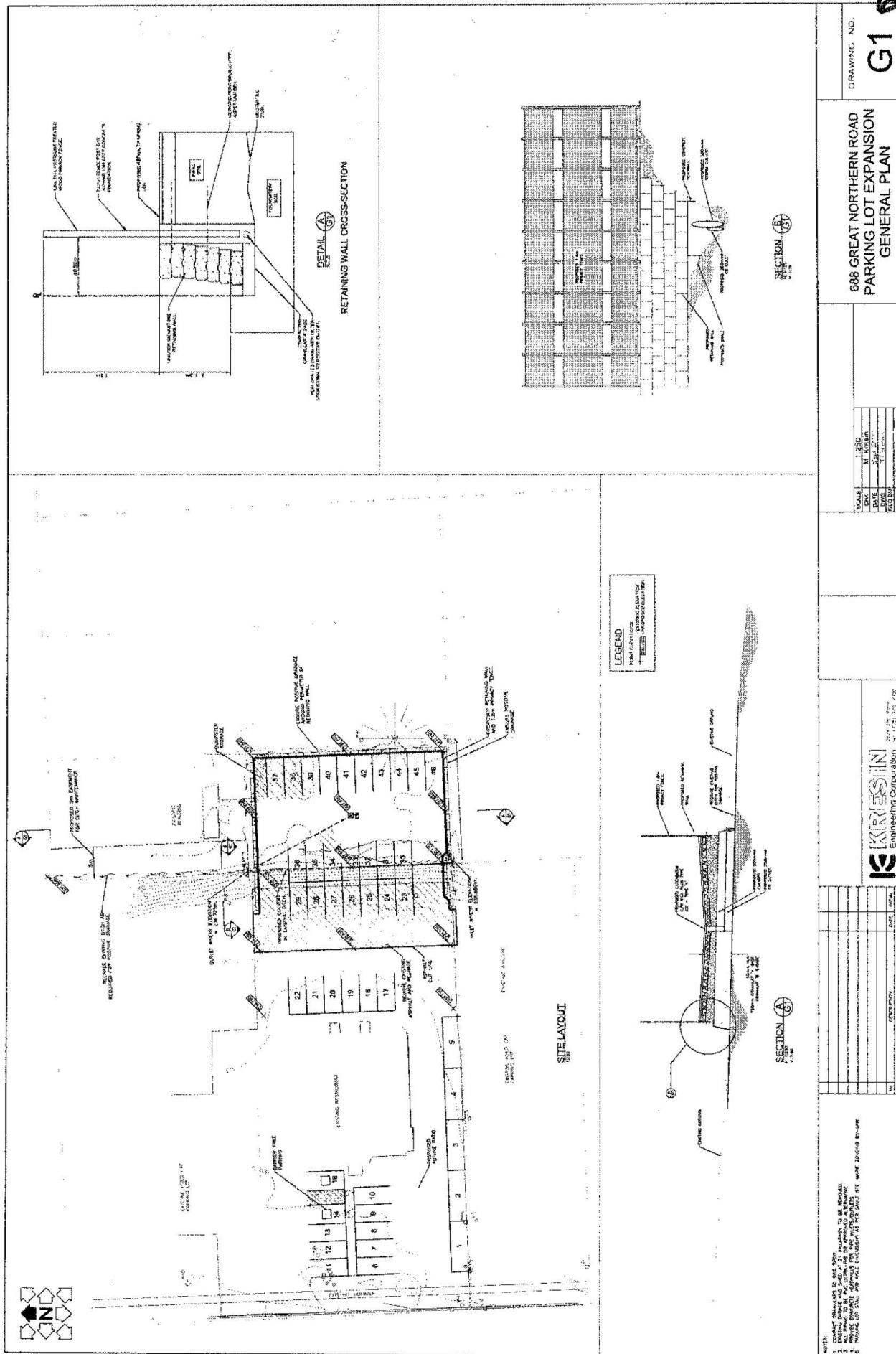
1. That Site Plan Control be applied to the rear 31m of the subject property.
2. That a fence may be erected to a maximum height of 1.8m (6') from the established grade of the parking lot.

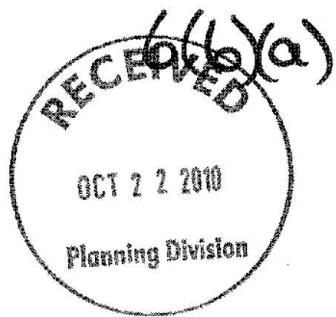
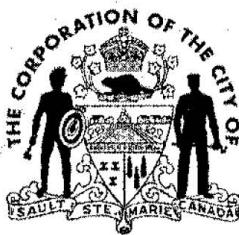
J. Fratesi
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

PT/pms

PUBLIC NOTICE – 2010 11 08, Council Chambers, Civic Centre

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2010 10 21

Our File: DC, A-10-10-Z

MEMO TO: Peter Tonazzo
Planning Department

FROM: Catherine Taddo, P. Eng.
Municipal Services Engineer

SUBJECT: 688 GREAT NORTHERN ROAD

The Engineering & Construction Division has reviewed the revised Parking Lot Expansion, General Plan, as submitted on October 14, 2010. The following was noted:

- Kresin Engineering included a swale around the retaining wall on the east and north side. The Consultant indicated that they will ensure the swale is located on 688 Great Northern Road, and not on adjacent private property. The retaining wall was not relocated on the plan, but this may likely be required in the field to ensure work is constructed on the subject property.
- On the south side of the retaining wall, the Consultant verified verbally on October 14, 2010, that elevations that were taken during the survey indicate that positive drainage will be provided to the inlet invert elevation of 236.880 m.

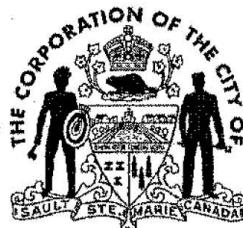
The site plan agreement should include a clause, requiring a letter from the Consulting Engineer after construction is complete, certifying that the work was done as per the original design, subject to the modifications indicated above.

Sincerely,

A handwritten signature in black ink that reads "C Taddo".

Catherine Taddo, P. Eng.
Municipal Services Engineer

6(6)(a)



2010 07 19

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application No. A-10-10-Z – filed by Burgess Enterprises (Sault) Inc.

SUBJECT PROPERTY: Location – Located on the east side of Great Northern Road approximately 30m (98.4') south of its intersection with Killarney Road
Size – Approximately 19m (62') frontage x 62.5m (205') depth; 0.39 ha (.96 acres), civic no. 21 Killarney Road
Present Use – Single Detached Residential
Owner – Jeffery Michael Rathwell

REQUEST: The applicant, Burgess Enterprises (Sault) Inc., is requesting a Rezoning from "R.2" (Single Detached Residential) zone to "R.2" (Single Detached Residential) zone with a Special Exception to permit a commercial parking lot in association with the property at 688 Great Northern Road, in order to facilitate the expansion of the "Wacky Wings" parking lot onto the rear 31m (102') of the subject property.

CONSULTATION: Engineering – See attached letter
Building Division – No comments
CSD – No concerns
Municipal Heritage Committee – No concerns
Fire Services – No objection
PUC Services – No objection

Accessibility Advisory Committee – Request a Site Plan
Conservation Authority – See attached letter
PW&T – See attached letter

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The abutting properties to the west with frontage on Great Northern Road are designated 'Commercial' on Land Use Schedule 'C'. As per Part VII Policy 1.2 of the Official Plan, boundaries between land use designations are only fixed when they coincide with physical features, not including a lot line, which in this case, forms the boundary between Residential and Commercial land use classifications. Consequently an Official Plan Amendment is not required.

Comments

The applicant, Burgess Enterprises (Sault) Inc., is requesting a rezoning by way of a Special Exception to the existing Single Detached Residential (R2) zoning to permit the expansion of the Wacky Wings (also owned by applicant) parking lot to the rear 31m of the subject property. The applicants are requesting this rezoning in order to correct an existing parking shortage. In 1995 the previous owners of the property at 688 Great Northern Road received Committee of Adjustment approval to reduce the overall parking requirements to 35 spaces. At the time Planning staff recommended to deny the application, however, it was approved and remains in effect today, as the general food service use has not changed, although the property has changed ownership and the applicants have increased the occupant load of the building.

Referring to the preliminary site plan and maps attached, the applicant is proposing to extend the Wacky Wings parking lot to the rear 31m of the subject property. The existing home at 21 Killarney Road will be retained and rented out as a single detached dwelling. There is an approximate 1m (3.3') grade separation between the Wacky Wings parking lot and the subject property. The applicant is proposing to fill the rear of the subject property to bring the grades in line. The parking lot expansion will result in an increase of 18 paved spaces. Referring to the attached Retaining Wall Cross Section, the applicant is proposing to provide the required buffering from surrounding residential uses with a 1.3m (4') retaining wall and a 1.8m (6') fence on top of the retaining wall. This will result in a 6' high buffer when viewed from the parking lot, and a 10' buffer when viewed from the abutting residential properties. Given the grade

separation, this is the best option in ensuring that abutting residential properties are adequately buffered from the encroaching commercial use.

A review reveals that the expansion of commercial properties towards residential areas behind is common along portions of Great Northern Road. Prior to filing this application, the applicant approached and received 9 signatures of support from abutting and adjacent residents. The petition is attached to this Report.

The attached correspondence from the Engineering Department notes that there is an existing drainage ditch at the rear of the Wacky Wings property. This ditch runs in a north/south direction between Killarney Road and Terrence Avenue. The applicant is proposing to raise the grade roughly 1m above the abutting residential properties, and then pave this portion of the lot. Consequently, an appropriately designed drainage system is critical. Based on a preliminary review by the applicant's Engineer, the parking lot will have at least one catch basin which will be piped across the subject property and drained north, to the storm sewer under Killarney Road. Given that this solution would accommodate all drainage upon the applicant's property. Such a solution would not require an easement over downstream properties, as all drainage would be accommodated within the applicant's land holdings.

The applicant is also aware that the storm sewers in this area of Great Northern Road are at capacity, and post development flows may not exceed predevelopment flows.

Staff from Public Works and Transportation (correspondence attached) has no objections to this application, and wish to note several complaints of Wacky Wings customers parking on both sides of Killarney Road causing traffic issues. The additional parking spaces created should eliminate any further action by PW&T to resolve the current parking problems on Killarney Road.

The attached correspondence from the Conservation Authority notes that the property is not within the Conservation Authority's jurisdiction and a permit from the Conservation Authority will not be required prior to development. The property is under consideration of the Drinking Water Source Protection Program, and as such, the applicant is urged to ensure that proper safeguards for the storage and handling of any petroleum and chemical products are instituted on site, both during and after construction.

SUMMARY

The effect of this application is to expand the Wacky Wings parking lot. While the encroachment of commercial uses towards residential properties behind is common along certain portions of Great Northern Road, it is important to ensure that adequate buffering protects the residential properties. The proposed grade of the parking lot will be approximately 1m higher than abutting residential

6(6)(a)

properties, therefore a lot grading and comprehensive drainage plan is important to ensure that area drainage is not negatively impacted.

Given the buffering and drainage requirements, it is recommended that Site Plan Control be applied to the rear 31m of the subject property. Site Plan Control will be utilized to ensure that prior to development the applicant provides adequate buffering and an appropriate drainage plan to the satisfaction of the City's Engineering Department.

Planning Director's Recommendation

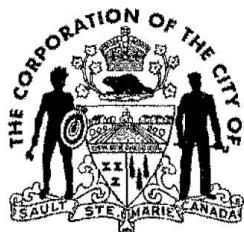
That City Council approve this application and rezone the rear 31m of the subject property from "R.2" (Single Detached Residential) zone to "R.2.S" (Single Detached Residential) zone with a Special Exception to permit a commercial parking lot on the rear 31m of the subject property, subject to the following special conditions:

1. That Site Plan Control be applied to the rear 31m of the subject property.
2. That a fence may be erected to a maximum height of 1.8m (6') from the established grade of the parking lot.

PT/pms

PUBLIC NOTICE – 2010 07 19, Council Chambers, Civic Centre

6(6)(a)



2010 07 19

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-10-10-Z – filed by Burgess Enterprises (Sault) Inc.

SUBJECT PROPERTY:

Location – Located on the east side of Great Northern Road approximately 30m (98.4') south of its intersection with Killarney Road

Size – Approximately 19m (62') frontage x 62.5m (205') depth; 0.39 ha (.96 acres), civic no. 21 Killarney Road

Present Use – Single Detached Residential

Owner – Jeffery Michael Rathwell

REQUEST:

The applicant, Burgess Enterprises (Sault) Inc., is requesting a Rezoning from "R.2" (Single Detached Residential) zone to "R.2" (Single Detached Residential) zone with a Special Exception to permit a commercial parking lot in association with the property at 688 Great Northern Road, in order to facilitate the expansion of the "Wacky Wings" parking lot onto the rear 31m (102') of the subject property.

CONSULTATION:

Engineering – See attached letter

Building Division – No comments

CSD – No concerns

Municipal Heritage Committee – No concerns

Fire Services – No objection

PUC Services – No objection

Accessibility Advisory Committee – Request a Site Plan
Conservation Authority – See attached letter
PW&T – See attached letter

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The abutting properties to the west with frontage on Great Northern Road are designated 'Commercial' on Land Use Schedule 'C'. As per Part VII Policy 1.2 of the Official Plan, boundaries between land use designations are only fixed when they coincide with physical features, not including a lot line, which in this case, forms the boundary between Residential and Commercial land use classifications. Consequently an Official Plan Amendment is not required.

Comments

The applicant, Burgess Enterprises (Sault) Inc., is requesting a rezoning by way of a Special Exception to the existing Single Detached Residential (R2) zoning to permit the expansion of the Wacky Wings (also owned by applicant) parking lot to the rear 31m of the subject property. The applicants are requesting this rezoning in order to correct an existing parking shortage. In 1995 the previous owners of the property at 688 Great Northern Road received Committee of Adjustment approval to reduce the overall parking requirements to 35 spaces. At the time Planning staff recommended to deny the application, however, it was approved and remains in effect today, as the general food service use has not changed, although the property has changed ownership and the applicants have increased the occupant load of the building.

Referring to the preliminary site plan and maps attached, the applicant is proposing to extend the Wacky Wings parking lot to the rear 31m of the subject property. The existing home at 21 Killarney Road will be retained and rented out as a single detached dwelling. There is an approximate 1m (3.3') grade separation between the Wacky Wings parking lot and the subject property. The applicant is proposing to fill the rear of the subject property to bring the grades in line. The parking lot expansion will result in an increase of 18 paved spaces. Referring to the attached Retaining Wall Cross Section, the applicant is proposing to provide the required buffering from surrounding residential uses with a 1.3m (4') retaining wall and a 1.8m (6') fence on top of the retaining wall. This will result in a 6' high buffer when viewed from the parking lot, and a 10' buffer when viewed from the abutting residential properties. Given the grade

separation, this is the best option in ensuring that abutting residential properties are adequately buffered from the encroaching commercial use.

A review reveals that the expansion of commercial properties towards residential areas behind is common along portions of Great Northern Road. Prior to filing this application, the applicant approached and received 9 signatures of support from abutting and adjacent residents. The petition is attached to this Report.

The attached correspondence from the Engineering Department notes that there is an existing drainage ditch at the rear of the Wacky Wings property. This ditch runs in a north/south direction between Killarney Road and Terrence Avenue. The applicant is proposing to raise the grade roughly 1m above the abutting residential properties, and then pave this portion of the lot. Consequently, an appropriately designed drainage system is critical. Based on a preliminary review by the applicant's Engineer, the parking lot will have at least one catch basin which will be piped across the subject property and drained north, to the storm sewer under Killarney Road. Given that this solution would accommodate all drainage upon the applicant's property. Such a solution would not require an easement over downstream properties, as all drainage would be accommodated within the applicant's land holdings.

The applicant is also aware that the storm sewers in this area of Great Northern Road are at capacity, and post development flows may not exceed predevelopment flows.

Staff from Public Works and Transportation (correspondence attached) has no objections to this application, and wish to note several complaints of Wacky Wings customers parking on both sides of Killarney Road causing traffic issues. The additional parking spaces created should eliminate any further action by PW&T to resolve the current parking problems on Killarney Road.

The attached correspondence from the Conservation Authority notes that the property is not within the Conservation Authority's jurisdiction and a permit from the Conservation Authority will not be required prior to development. The property is under consideration of the Drinking Water Source Protection Program, and as such, the applicant is urged to ensure that proper safeguards for the storage and handling of any petroleum and chemical products are instituted on site, both during and after construction.

SUMMARY

The effect of this application is to expand the Wacky Wings parking lot. While the encroachment of commercial uses towards residential properties behind is common along certain portions of Great Northern Road, it is important to ensure that adequate buffering protects the residential properties. The proposed grade of the parking lot will be approximately 1m higher than abutting residential

6(6)(a)

properties, therefore a lot grading and comprehensive drainage plan is important to ensure that area drainage is not negatively impacted.

Given the buffering and drainage requirements, it is recommended that Site Plan Control be applied to the rear 31m of the subject property. Site Plan Control will be utilized to ensure that prior to development the applicant provides adequate buffering and an appropriate drainage plan to the satisfaction of the City's Engineering Department.

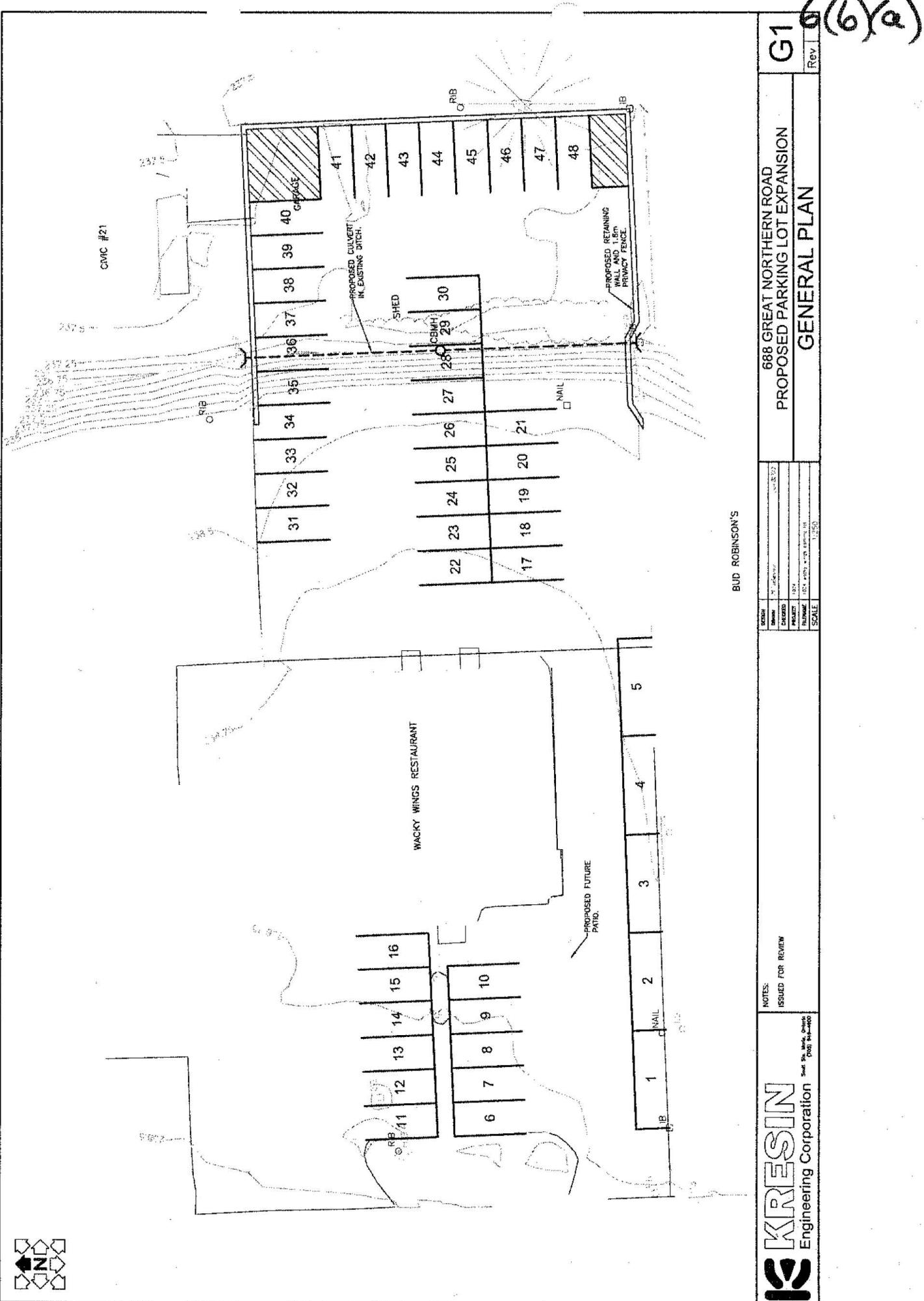
Planning Director's Recommendation

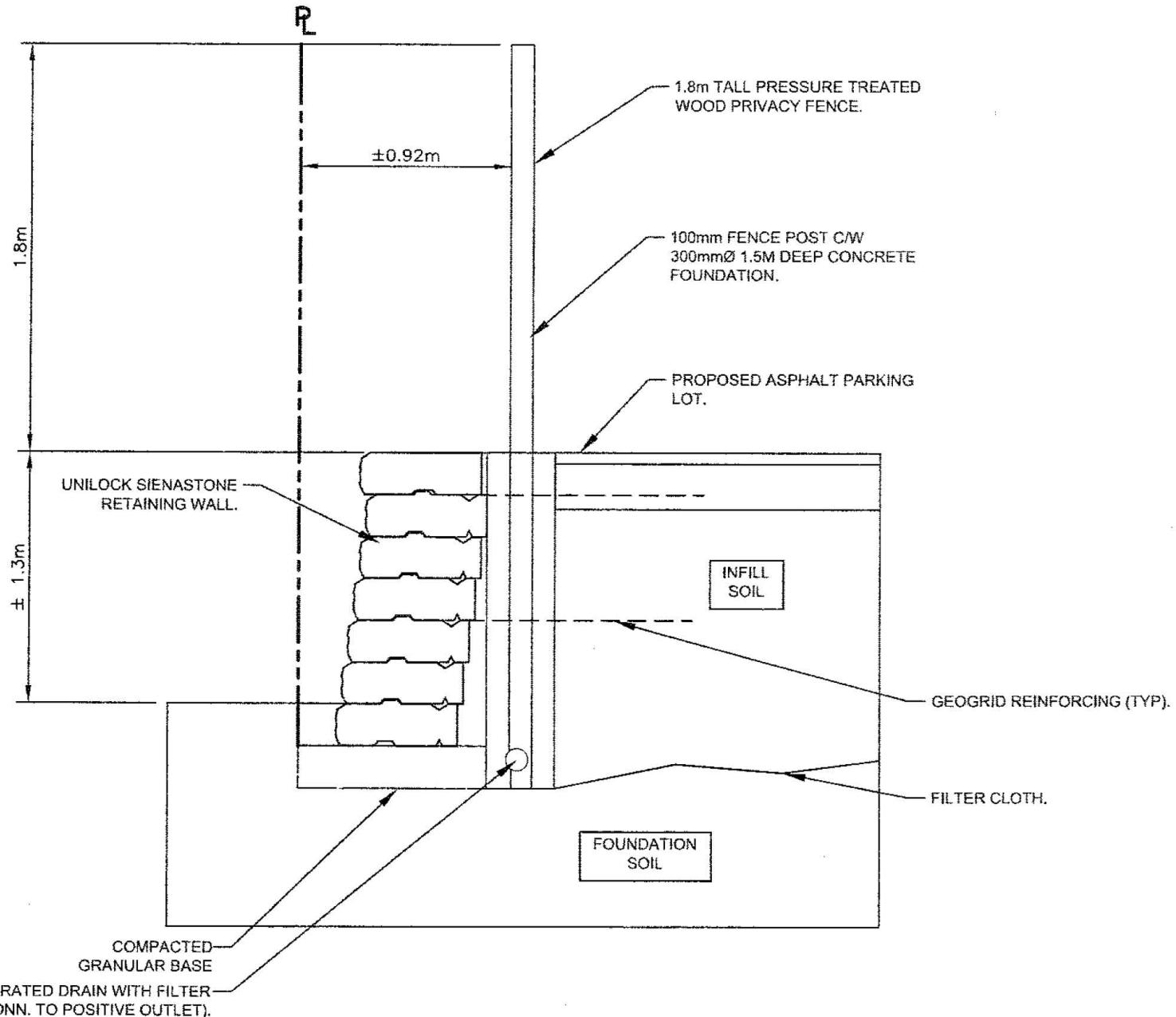
That City Council approve this application and rezone the rear 31m of the subject property from "R.2" (Single Detached Residential) zone to "R.2.S" (Single Detached Residential) zone with a Special Exception to permit a commercial parking lot on the rear 31m of the subject property, subject to the following special conditions:

1. That Site Plan Control be applied to the rear 31m of the subject property.
2. That a fence may be erected to a maximum height of 1.8m (6') from the established grade of the parking lot.

PT/pms

PUBLIC NOTICE – 2010 07 19, Council Chambers, Civic Centre





6(6)(a)



Attn. Planning Department
City of Sault Ste. Marie

From: Wacky Wings Eatery & Beverage Co.
688 Great Northern Rd.
Sault Ste. Marie, ON

The names and addresses listed below are from people who do not object to the re-zoning of lot # 21 Killarney Rd. for the purpose of using the back portion of the property as a parking lot for patrons of Wacky Wings Eatery. Should you have any questions, please feel free to contact me at 705-206-2001.

Sincerely,

Damon Burgess
Owner, Wacky Wings Eatery

Name

Signature

Address

Phone # (optional)

Marnie Brian Merrifield Merrifield 31 Killarney Rd 949-6314

DEBBIE + IVAN TRUDEL 28 KILLARNEY RD 949-8494

Ernie Millward 25 Killarney Rd.
779-2191 - Does support our project on
behalf on his mother. RB.

6(6)(a)



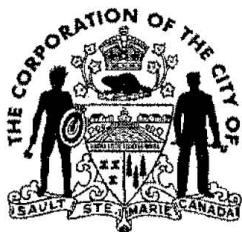
Attn. Planning Department
City of Sault Ste. Marie

From: Wacky Wings Eatery
688 Great Northern Rd.
Sault Ste. Marie, ON

The names on this list are residents of Killarney rd. who would prefer to see our proposed parking lot on 21 Killarney rd. be approved by the city rather than having By-law 77-200 "Schedule A" be put into effect. This By-law would prohibit parking by anyone between the hours of 4:30pm – 10pm - 7 days a week on Killarney rd. between Great Northern Rd. and civic address 44 and 45 respectively.

Name	Address	Phone #
D. Sweet	38 Killarney	949-0879
B. Clemons	34 Killarney	254-7833
George Parsons	45 Killarney	942-4180
Carolyn Dohman	35 Killarney Rd.	256-5068
J. Dean	45 Killarney Rd.	949-4032
Audrea lace Kevin /	41 Killarney Rd	945-9831

6(6)(a)



2010 07 08

Our File: A-10-10-Z

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

FROM: Catherine Taddo, P. Eng.
Municipal Services Engineer

SUBJECT: APPLICATION A-10-10-Z - BURGESS ENTERPRISES (SAULT) INC.
21 KILLARNEY ROAD

Thank you for the memo dated June 16, 2010 in relation to the above noted property.

There is an existing drainage ditch at the rear of the property at 688 Great Northern Road. The General Plan shows a proposed culvert in the existing ditch, and a proposed maintenance hole. The stormwater from the site eventually drains to a system on Great Northern Road that is currently at capacity. As such, post-development flows cannot exceed predevelopment flows. A stormwater management plan and associated grading plan will be required. The grades on adjacent property should be shown in relation to existing and proposed grades on the subject property.

It is recommended that a drainage easement over downstream properties be obtained by the applicant. The property owners could potentially block drainage in the future if an easement is not secured. Due to the proposed piped system, it would be beneficial to ensure that drainage is protected.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in black ink that reads "C Taddo".

Catherine Taddo, P. Eng.
Municipal Services Engineer

6(6)(a)

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: June 25, 2010 10:07 AM
To: Pat Schinners
Cc: Peter Tonazzo; Frank Tesolin (Home); Linda Whalen
Subject: SSMRCA Response - A-10-10-Z

June 25, 2010

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

Conservation Authority Comments:

Application # **A-10-10-Z**
 Burgess Enterprises (Sault) Inc.
 21 Killarney Road
 Sault Ste. Marie

The subject property is NOT located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within the Potential Groundwater Recharge Area.

Therefore the following recommendations on the rezoning application from the Drinking Water Source Protection are offered (during and after construction):

1. Safeguards for the proper storage of any petroleum products are instituted on site.
2. Safeguards for the proper storage of any chemical products are instituted on site.

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

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

6(6)(a)

Donald McConnell
Planning Director

Subject: Application Number A-10-10-Z
Request for an amendment to the Zoning By-law

Applicant: Burgess Enterprises (Sault) Inc.

Subject Property: 21 Killarney Road

Staff from Public Works and Transportation has reviewed this application and have no concerns with the request for an amendment to the Zoning by-law. As a matter of fact it is a resolution to an existing problem we are having with customers of Wacky Wings parking on both sides of Killarney causing traffic issues. The additional parking spots created should eliminate any further action by PWT to resolve the parking problems on Killarney Road .

Larry Girardi
Deputy Commissioner
Public Works and Transportation



SUBJECT PROPERTY MAP

Application 10-10-Z 21 Killarney Road



Subject Property-21 Killarney Road



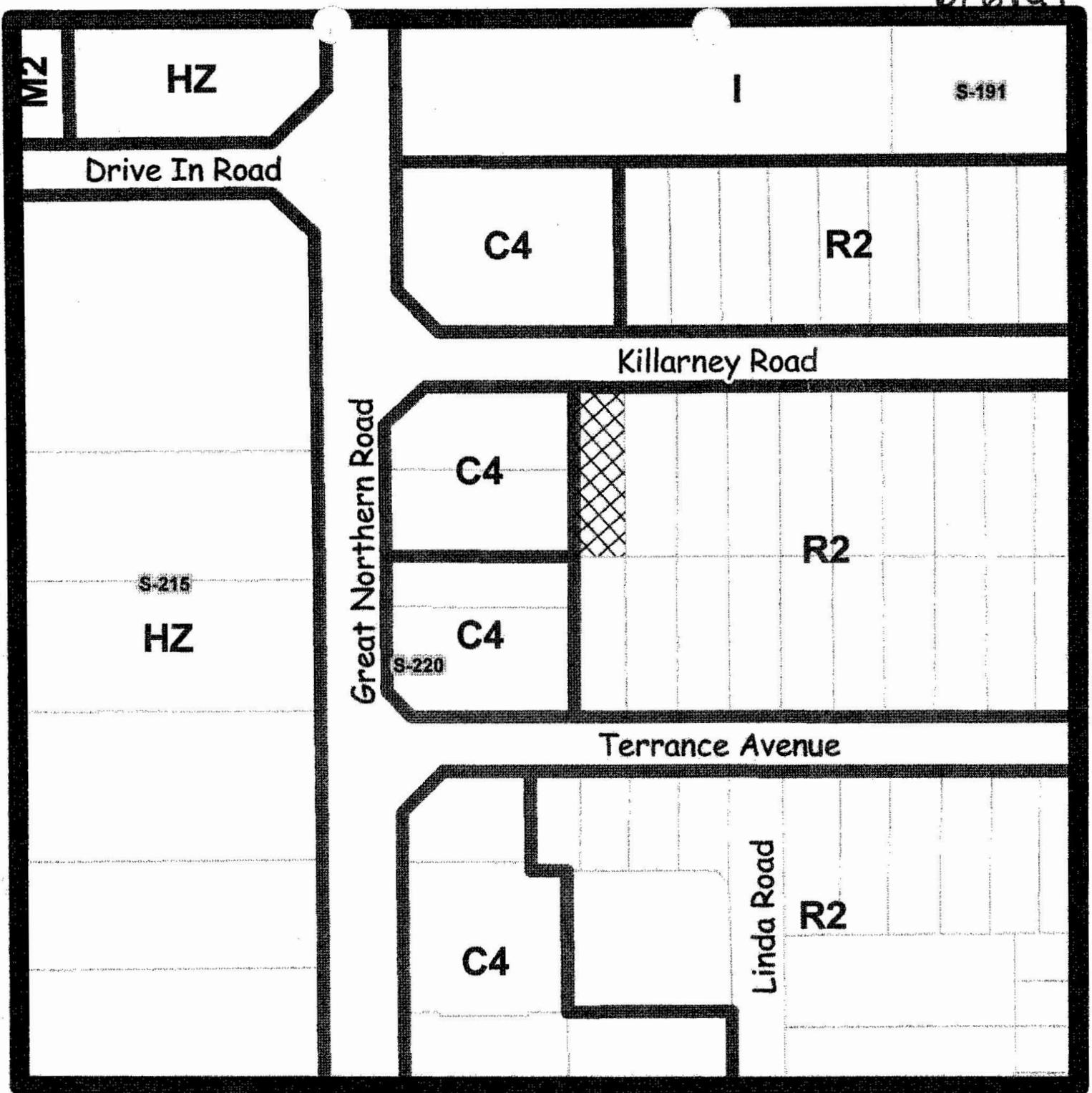
Land Owned By Applicant-68 Great Northern Road



Metric Scale
1 : 2000
Maps
99 & 1-113

June 16, 2010

016191



EXISTING ZONING MAP

Application 10-10-Z

21 Killarney Road



Metric Scale
1 : 2000

- Subject Property-21 Killarney Road
- R2 - Single Detached Residential Zone
- C4 - General Commercial Zone



HZ - Highway Zone

I

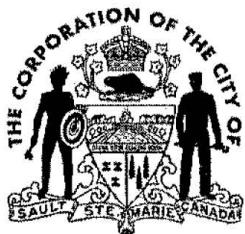
M2 - Medium Industrial Zone

Special Exception Zoning

Maps
99 & 1-113

June 16, 2010

6(6)(b)



2010 11 08

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT
PLANNING DIVISION

TO: Acting Mayor Ozzie Grandinetti
and Members of City Council

SUBJECT: Application No. – A-16-10-Z – filed by Paul Finck

SUBJECT PROPERTY: Location – Located on the east side of Hynes Street, approximately 60m (197') north of its intersection with Queen Street East, civic no. 40 Hynes Street
Size – Approximately 61m (200') frontage x 32m (105') depth; 1,943m² (0.48 acres)
Present Use – Vacant (former motel)
Owner – Paul Finck

REQUEST: The applicant, Paul Finck, is requesting a rezoning from "C.2" (Central Commercial) zone to "R.4" (Medium Density Residential) zone in order to facilitate the conversion of the existing 2-storey building into a 41-unit apartment building.

CONSULTATION: Engineering – No comments
Building Division – See attached letter
Legal Department – No comments
Fire Services – See attached letter
Municipal Heritage Committee – No concerns
EDC – No objections
PW&T – No comments
Accessibility Advisory Committee – No Concerns
PUC – See attached letter

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is currently designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The applicant is requesting City Council approval to convert the old Norwest Inn into a 41-unit apartment building, which is consistent with the Residential Policies of the Official Plan. Consequently an amendment to the Official Plan is not required.

Comments

The applicant, Paul Finck is requesting a rezoning from "C.2" (Central Commercial) zone to "R.4" (Medium Density Residential) zone in order to facilitate the conversion of the existing 2-storey building into a 41-unit apartment building. The majority of the units will be bachelor type apartments. The current "C.2" zoning permits residential units, but not on the ground floor. In this instance, the applicant proposes to convert the entire building to residential dwelling units.

The owner has applied for and received conditional funding from the Canadian Housing and Mortgage Corporation (CMHC) to help finance the required upgrades to house 41 dwelling units. Such funding is conditional upon receiving the appropriate zoning for the project.

Referring to the maps attached, the subject property is located at the 'dead end' of Hynes Street. Precious Blood Cathedral abuts the property to the east and the East Street Medical Centre abuts the property to the north. The rear of the Christian Calvary Centre and Indian Friendship Centre are located across Hynes Street to the west. With the exception of the Institutional zoning on the Cathedral to the east, the surrounding area is zoned "C.2", (Central Commercial) zone.

Off-site land use impacts associated with apartment buildings are minimal, and generally associated with parking and amenity areas. Referring to the Site Plan attached, the 'C'-shaped building was developed against the side and rear lot lines, with the parking area located in the middle. The rear of the building has some small windows and no balconies. This site layout utilizes the building to effectively buffer any off-site impacts.

Referring to the Site Plan attached, there are 31 existing parking spaces located on-site, resulting in a ratio of 0.76 spaces per dwelling unit. Section 5.4.2 of the Zoning By-law notes that where a new use commences in an existing building located in the defined downtown, no additional parking is required beyond that which exists. The required parking for the use is therefore set at 31 spaces.

There is no park space in the general vicinity of the subject property and as such, outdoor amenity space should be provided. The only area available is the parking lot, either on the corner parking spaces, and/or the 4 spaces located in front of the lobby. Given the subject property's central location, it is appropriate to further reduce the required parking from 31 spaces to a minimum of 23 spaces in order to accommodate one or more outdoor amenity areas, and 4 barrier-free parking spaces. The applicant has agreed to work with Planning staff to design and develop appropriate outdoor amenity areas.

Recent CMHC statistics released in spring 2010 indicate that apartment vacancy rates are at or near 0%, especially for bachelor type units. There have also been a number of recent news reports outlining current vacancy rate and affordability issues in Sault Ste. Marie, especially in the downtown area.

The projected rents will be in the order of \$350 to \$450 per month. Although the applicant does not intend to market any of the units as subsidized or geared to income, such rents will meet the Provinces' definition of 'affordable housing', as it pertains to the regional market area.

The attached correspondence from Building Division states that this proposal will not require the submission of a record of site condition.

Fire Services (correspondence attached) notes a long history with Fire Code compliance issues on the subject property. The Chief Building Official has confirmed that the proposal will require a "change of use" as per Part 10 of the Ontario Building Code. The applicant is aware that fire retrofits are likely required and he will work with the Building Department to ensure that the building is code compliant prior to receiving a final occupancy permit.

PUC's attached correspondence urges the owner to begin early consultation for the provision of water and electrical services, given the subject property's location at the dead-end of Hynes Street.

The attached correspondence from the Accessibility Committee notes that the site should be developed in a manner that is accessible for all persons with disabilities. It is likely that Ontario Building Code regulations will require a minimum of 10% (4 units) of the units be of barrier-free design. The applicant is aware of this requirement and will work with Building Division to ensure compliance.

Based upon Zoning By-law requirements, the applicant is required to provide a minimum of 6 barrier free parking spaces. 1 space/barrier free unit, plus 2 additional barrier free spaces. This would mean that approximately 25% of the total parking would be of barrier free design. In consultation with the Accessibility Committee, it is recommended that barrier free parking space requirements be reduced to not less than 1 barrier free space per barrier free unit.

SUMMARY

The applicant's proposal to convert the former Norwest Inn to a 41-unit apartment building represents an appropriate infill development that will provide much needed affordable housing to the downtown area. Although the majority of the investment will be utilized to upgrade the interior of the building, the applicant has stated that cosmetic work such as painting and the development of landscaped outdoor amenity areas are also planned.

It has been said that one cannot begin to better themselves until they have a safe, adequate, and affordable place to live. Such housing is an integral part to creating a healthy community. There are also exists opportunities for synergies between the proposed housing and programs run by the nearby Indian Friendship Centre and Christian Calvary Centre.

Planning Director's Recommendation

That City Council approve this application and rezone the subject property from "C.2" (Central Commercial) zone to "R.4.S" (Medium Density Residential) zone with a Special Exception in order to facilitate the conversion of the existing 2-storey building into a 41-unit apartment building, subject to the following special exceptions:

1. That the required parking is reduced from 31 to 23 spaces.
2. That at least 1 barrier free space be provided for each barrier free unit. Such barrier free spaces are part of, and not in addition to the required 23 parking spaces.
3. That the required building setbacks be reduced to those setbacks that exist on the day of the passing of this by-law.

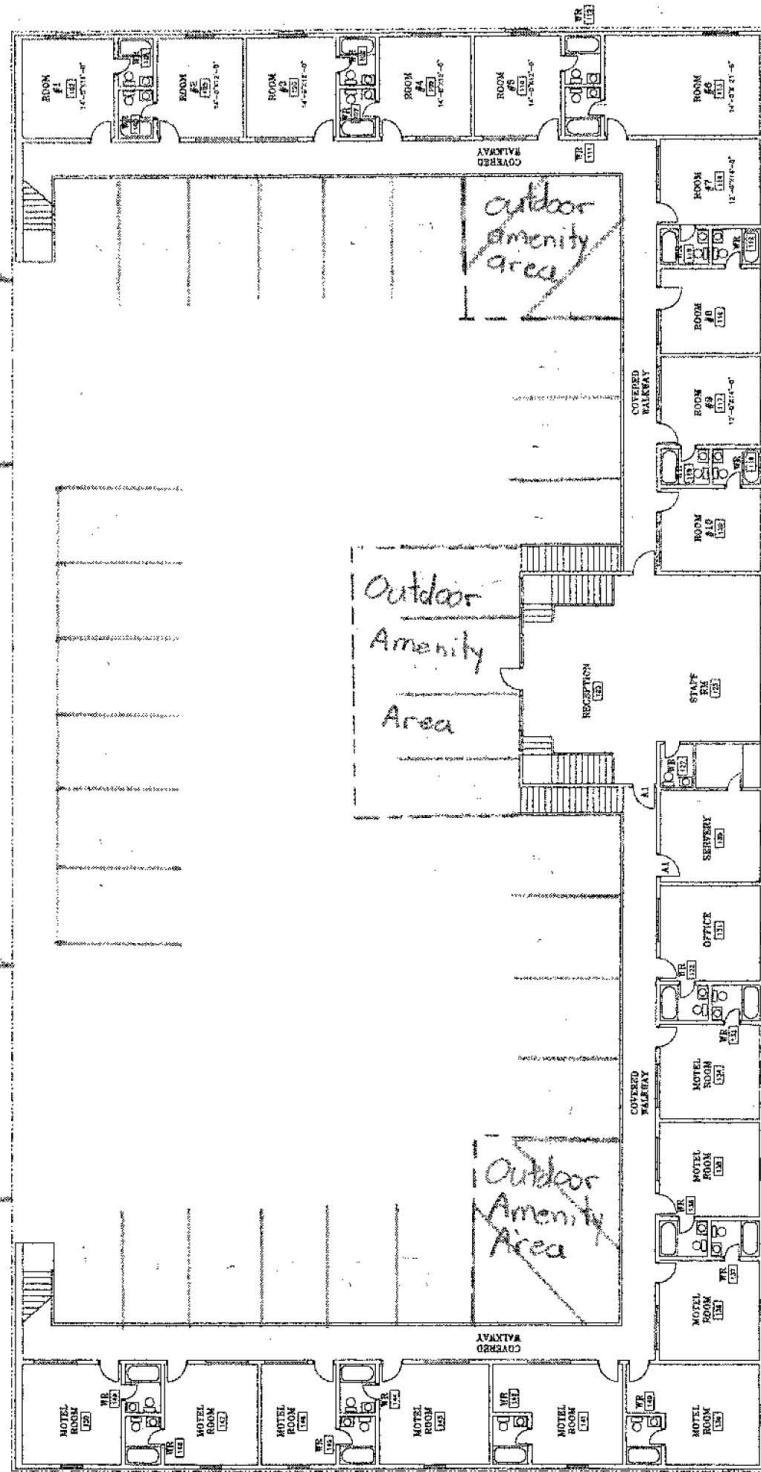
[Signature]
RECOMMENDED FOR APPROVAL
Joseph M. Fratini
Chief Administrative Officer

PT/pms

PUBLIC NOTICE – 2010 11 08, Council Chambers, Civic Centre

GENERAL NOTES

HYNES STREET



GROUND FLOOR PLAN

PAGE 1 OF 1

EXISTING GROUND FLR PLAN,

PROJECT
ALTERATIONS TO THE NORWEST MOTEL
40 Hynes Street, Morio, Ontario
Sault Site

ARCHITECT
JAMES M. MARTIN, ARCHITECT
140 COOKE LAKE DR., R.R.#2
TIMMINS, ONTARIO PAN 7E03
TEL: 705-268-1292
FAX: 705-268-1115
E-MAIL: cmjmlc@juno.ca

DRG NO.
A02
DATE
JUNE 5, 2006
DRAWN
J.A.H.
ARCHITECTURAL
Norwest Motel

6(6)(b)

Pat Schinners

From: Don Maki
Sent: September 28, 2010 10:12 AM
To: Don McConnell; Pat Schinners
Subject: 40 Hynes Street

Hi Don

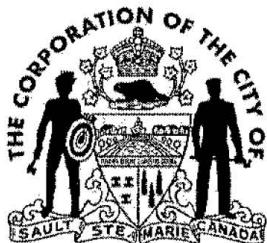
The property appears to have been used as an apartment building since 2004. The Brownfield act was passed into Dec 1 2005. This property appears to have been covered prior to the passing of this act no record of site condition would be required.

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

Fire Chief Marcel Provenzano

Division Heads:

Suppression – Frank Brescacin
EMS – Robert Rushworth
Fire Prevention – Paul Milosevich
Support Services – Jim St. Jules



6(6)(b)

Emergency Direct "911"

Emergency Phone (705) 949-3333

Business Phone (705) 949-3335

Fire Prevention Phone (705) 949-3377

Emergency Medical Services (705) 949-3387

Fax Phone (705) 949-2341

FIRE SERVICES
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

September 29, 2010



MEMORANDUM

TO: Donald B. McConnell
Planning Director

RE: Application A-16-10-Z – "NORWEST INN" - 40 Hynes Street

Sault Ste. Marie Fire Services has a long history of Fire Code compliance issues at this property.

Although this property is closed, under the current use, our last inspection (September 14, 2010) revealed multiple Fire Code violations, ranging from inadequate/damaged separations, fire alarm deficiencies and missing smoke detectors in suites, emergency lighting, etc.

Mr. Finch has indicated his intent is to convert this building into a "rooming/boarding & lodging" facility which will be subject to the Ontario Fire Code Retrofit 9.3.

However, if the Building division deems this application is subject to "change of use" (Part 10 – O.B.C.) the Ontario Fire Code does not apply.

If you have any further questions or concerns, please contact me at 949-3377.

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

Paul Milosevich - Assistant Fire Chief - Fire Prevention
Sault Ste. Marie Fire Services

PM/ks

6(6)(b)



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

October 4, 2010

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

FAXED: (705) 541-7165

Dear Sir:

Re: Application A-16-10-Z
40 Hynes Street

PUC has no objections to the proposed rezoning. We request that the new developer begins early consultation with PUC for proposed servicing for water and electrical services given the location on this dead-end street.

Yours truly,

PUC SERVICES INC.

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

Kevin Bell, P. Eng.
 Manager of Engineering

KB*ds

6(6)(b)



September 27, 2010

Don McConnell
Planning Director
City Planning & Engineering Division

SUBJECT: REZONING APPLICATION REVIEW -A-16-10-Z

40 Haynes

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: Follow the accessible parking in accordance with Zoning By-law for Accessible Parking
2. Walkways & Sidewalks: Keep at grade where possible to prevent any future barriers
3. Curb Cuts: As appropriate to assure optimum accessibility
4. Ramping: As appropriate to assure optimum accessibility
5. Transit Access: N/A
6. Lighting: In accordance with the Illuminating Engineers Society of North America Standards
7. Signage: N/A
8. Other: This appears to a significant renovation. We suggest that 10% of the units shall be fully accessible

Thank you for your attention to these recommendations.

We request a Site Plan We do not want a Site Plan for review

b16 YD)



2008 ORTHO PHOTO

40 HYNES STREET

PLANNING
APPLICATION
1-16-10-Z

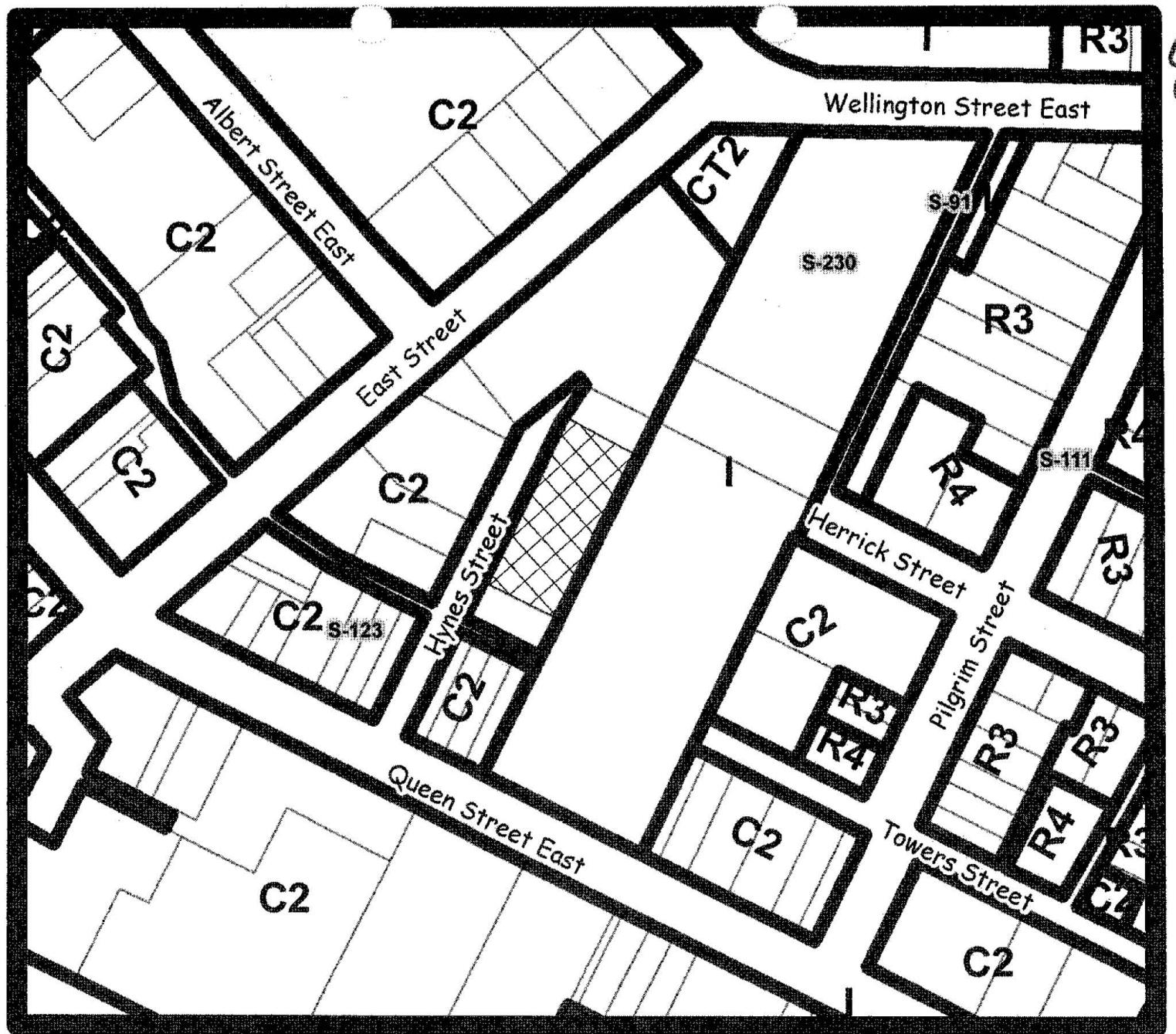
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W E S
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Legend



Subject Property - 40 Hynes Street

MAIL LABEL MAPS
A16-10 8 & 1-3
September 17, 2010



EXISTING ZONING MAP

40 HYNES STREET

PLANNING
APPLICATION
1-16-10-Z



Subject Property - 40 Hynes Street



C2 - Central Commercial Zone

CT2 - Commercial Transitional Zone

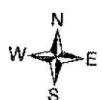
C3 - Riverfront Zone

R3 - Low Density Residential Zone

R4 - Medium Density Residential Zone

I - Institutional Zone

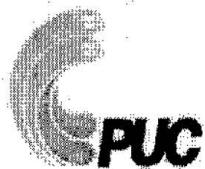
S-Number = Special Zoning



Metric Scale
1 : 2000

MAIL LABEL MAPS
A16-10 8 & 1-3
September 17, 2010

6(8)(a)



MEMORANDUM

TO: CITY OF SAULT STE. MARIE
MAYOR AND COUNCILLORS

FROM: H. J. BRIAN CURRAN, PRESIDENT & C.E.O.
PUC INC.

DATE: November 4, 2010

SUBJECT: 2010 THIRD QUARTER SHAREHOLDER REPORT

Attached are the third quarter Shareholder Report for the period July 1 to September 30, 2010 and unaudited financial statements for the month of September.

I will be available to answer any questions on the report at the November 8, 2010 council meeting.

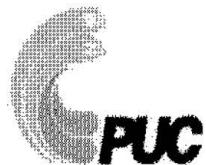
If you have any questions prior to the council meeting, please do not hesitate to call me at 759-6538.

A handwritten signature in black ink, appearing to read "H.J. Brian Curran".

H.J. Brian Curran, President & C.E.O.

c.c. City of Sault Ste. Marie, C.A.O.

Attachments 1. 2010 Third Quarter Report
 2. Summary of Operations ending September 30, 2010



PUC INC. 2010 THIRD QUARTER REPORT

PUC SERVICES

As of September 30, 2010 PUC Services had achieved 739 days without a lost time accident.

The two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

Engineering and architectural work continued on the new corporate building. The architect has been requested to include in the tender documents an option to construct the vehicle storage area at the same time as the rest of the building. If the costs come in below estimate, there may be an opportunity to complete the entire structure. The existing Service Centre could be sold and the proceeds offsetting the cost of the new building.

A conditional contract has been received from the Ontario Power Authority under the FIT programme for a roof top solar generating facility at the Water Treatment Plant. A total of 389 solar panels with a total output of 116.7 kW will be installed in early spring of 2011. The cost of the project is approximately \$700,000 and will use the Heliene solar panels now being manufactured locally. Annual contract revenue is forecasted at \$94,300. A number of other potential sites for solar installations are being pursued.

PUC DISTRIBUTION

In the first nine months electricity consumption was down 3.9% compared to budget and down 3.4% compared to the same period in 2009. Higher customer consumption during the summer period offset lower demand during the heating season that was much milder than normal.

As of the end of September we had 386 time-of-use (TOU) meters remaining to be installed. Once installed all customers that are mandated by the provincial government will have smart meters. An additional 450 meters for large commercial customers that are not mandated for TOU will also be installed so that we have a uniform metering system for all customers. Intensive testing of our metering system and work processes was started for integration of our smart meter system with the province's meter data management and repository (MDM/R) system. Testing will continue for several months until it can be demonstrated that data from our meters can be reliably and securely sent to the MDM/R and accurate billing-ready data for each customer can be returned to PUC Distribution. An extensive customer information programme on TOU rates will start to roll out in November.

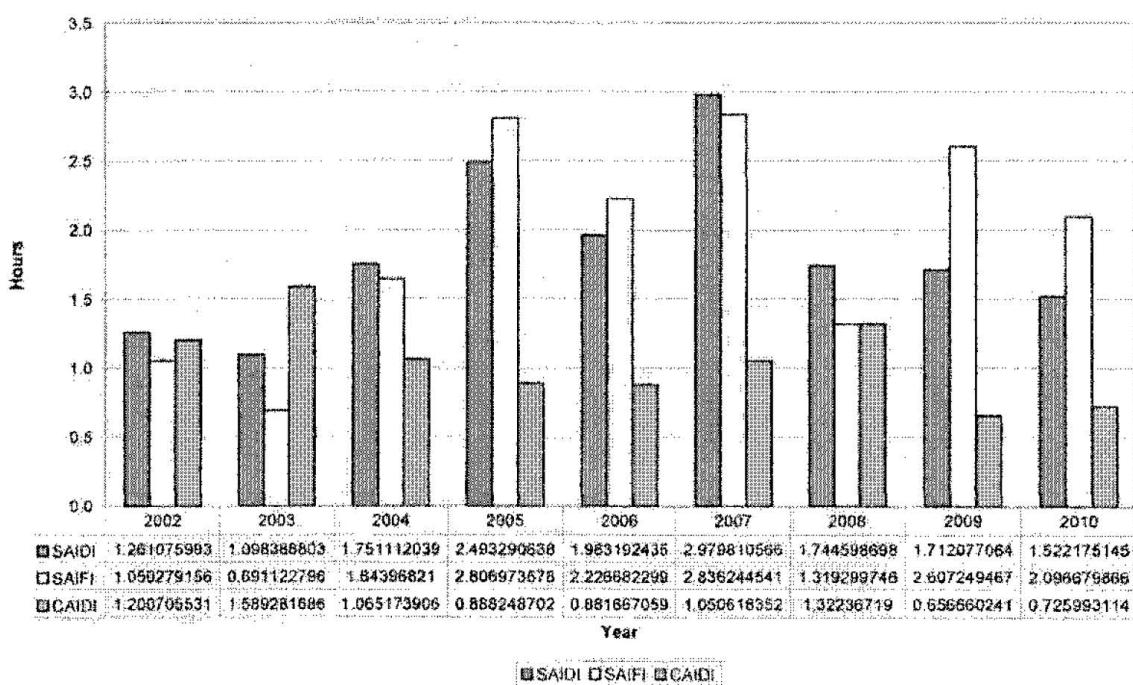
Work continued on the development of a strategy to achieve the energy conservation and demand targets that have been set by the Ontario Energy Board (OEB) for PUC Distribution. A strategic report must be submitted to the OEB by November 1, 2010. We are working with a consultant and thirteen other LDCs to complete our report.

There are eight microFIT (i.e. less than 10 kW) solar facilities connected to our distribution system with a total capacity of 56.4 kW. A further 40 applications have been made to the Ontario Power Authority.



Outage frequency in the nine month period declined over the same period in 2009. The duration of outages declined to its lowest level since 2003. The most extensive outage was caused by lighting strikes on July 20th when approximately 5,600 customers lost power for less than 30 minutes.

**Reliability Indices - January 1 to September 30
(excluding Loss of Supply)**



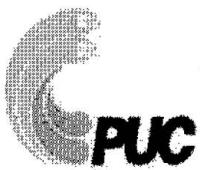
WATER SYSTEM

Annual metered water consumption was up 3.4% compared to the first nine months in 2009. Water production from the Water Treatment Plant and the wells, however, was down 10.4% 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 (62) compared to last year (113). 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 third quarter was 41,788 cubic meters which occurred July 14th. Peak daily demand in the third quarter of 2009 was 42,555 cubic meters on July 21st.

An energy audit study was conducted for the Water Treatment Plant. The study identified measures that could reduce consumption by up to 36%. Financial analysis of the identified measures will be performed to confirm what measures should be done.

b(8)(a)



Follow up calls were made to 16 east end customers who previously reported a chlorine/metallic taste in their water to confirm if the quality had improved within the last month. Almost all customers reported the problem no longer existed and the water tasted fine.

PUC TELECOM

The PUC Telecom network continued to provide reliable high speed broadband service in the city. Several fibre connections were completed and requests for connection quotes remained robust.

PUC ENERGIES

Business activity was minimal, limited only to sentinel lighting rentals.

FINANCIAL STATUS

Consolidated PUC Inc. net income was \$1,372,545 for the first nine months of 2010 compared to the budgeted amount of \$775,583.

PUC Distribution had revenues of \$11,468,354 for the period compared to \$12,086,152 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 \$8,880,098 were \$272,554 under budget. PUC Telecom revenues were \$555,980, \$24,846 below budget. Total expenses for all affiliates were \$19,595,555, \$1,524,268 under budget.

The water utility had a net operating margin of \$1,916,499 compared to \$1,367,293 in the budget. Revenues were close to budget but expenses were \$531,032 under budget.

6(8)(a)

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending September 30 2010



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	YTD Actual 2010	YTD Budget 2010	YTD Variance 2010	Annual Budget 2010	Budget % 2010
Operating Revenue					
Water Sales	\$9,004,470	\$9,051,215	-\$46,744	\$11,802,777	76.3%
Miscellaneous	\$477,419	\$412,501	\$64,919	\$580,306	82.3%
Total Operating Revenue	\$9,481,890	\$9,463,715	-\$284,077	\$12,383,083	76.6%
Total Operating Expenses	\$4,515,251	\$4,799,328	-\$284,077	\$6,252,043	72.2%
Total General and Administrative Expenses	\$1,660,041	\$1,698,760	-\$39,719	\$2,264,116	73.3%
Depreciation	\$1,350,000	\$1,350,000	\$0	\$1,800,000	75.0%
Interest Expense	\$40,099	\$247,335	-\$207,236	\$494,668	8.1%
Total Expenses	\$7,565,391	\$8,096,422	-\$531,032	\$10,810,827	70.0%
Net Operating Margin	\$1,916,499	\$1,367,293	\$549,206	\$1,572,256	121.9%

6(8)(a)

**PUC Inc. - Combined
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending September 30 2010**

PUC

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	YTD Actual 2010	YTD Budget 2010	YTD Variance 2010	Annual Budget 2010	Budget % 2010
Revenue					
PUC Distribution Revenue	11,468,354	12,086,152	-617,797	16,435,178	69.8%
PUC Telecom Revenue	555,980	580,825	-24,845	779,950	71.3%
PUC Services Revenue *	8,880,098	9,152,652	-272,554	12,465,606	71.2%
PUC Energies Revenue	57,030	63,930	-6,900	85,400	66.8%
PUC Inc Revenue	6,638	11,849	-5,210	15,000	44.3%
Total Revenue	20,968,100	21,895,408	-927,308	29,781,133	70.4%
 Cost of Power					
Cost of Power Revenue	39,710,901	37,226,787	2,484,114	50,306,469	78.9%
Cost of Power Expense	39,710,901	37,226,789	2,484,112	50,306,471	78.9%
Net Cost of Power	0	-2	2	-2	(6.0)%
 Operating Expenses					
PUC Distribution Operating Expenses	3,588,466	4,075,782	-487,316	5,408,039	66.4%
PUC Telecom Operating Expenses	62,966	66,624	-3,658	91,958	68.5%
PUC Services Operating Expenses *	3,077,608	3,530,939	-453,330	4,680,727	65.8%
PUC Energies Operating Expenses	44,073	46,129	-2,056	60,928	72.3%
Total Operating Expenses	6,773,113	7,719,474	-946,361	10,241,652	66.1%
 General and Administrative Expenses *					
General and Administrative Expenses *	6,816,605	7,346,222	-529,617	9,793,032	69.6%
 Depreciation					
Depreciation	3,637,073	3,636,345	728	4,849,435	75.0%
 Interest Expense					
Interest Expense	1,485,188	1,656,694	-171,506	2,207,760	67.3%
 Payment in Lieu of Taxes					
Payment in Lieu of Taxes	883,577	761,089	122,488	1,014,238	87.1%
 Total Expenses					
Total Expenses	19,595,555	21,118,823	-1,524,268	28,106,117	69.7%
 Income (Loss)					
Income (Loss)	1,372,545	775,583	596,962	1,675,016	81.9%

* includes revenue billed to affiliates and expenses allocated to affiliates which net to zero

6(8)(b)



Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION



BUSINESS
Sault Ste. Marie
a division of the SSMEDC



TOURISM
Sault Ste. Marie
a division of the SSMEDC

2010 11 08

Acting Mayor Ozzie Grandinetti
Members of Council

Re: Sault Ste. Marie Trade Mission to Italy

This report is provided as a follow-up to City Council Minutes of May 10, 2010, Part Two Regular Agenda Reports of City Departments; Board and Committees Agenda Item 6.8 (a) regarding the Sault Ste. Marie Mission to Italy Business Plan which was authorized by the SSM Economic Development Corporation Board of Director's on May 3, 2010.

On May 10, 2010, City Council approved an Economic Diversification Fund (EDF) request of \$25,000 for an international outbound trade mission to Italy with the condition that a minimum of 10 businesses participate in this trade mission.

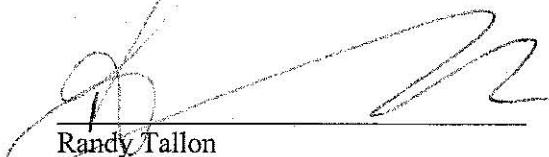
As of September 2010, SSMEDC had 10 businesses committed to the mission. Regrettably, one of Sault Ste. Marie's major businesses had to withdraw at that time due to an unexpectedly scheduled Board of Directors meeting in mid-November 2010. As a result, other local businesses who were looking forward to further developing relationships with this major business withdrew from the mission leaving only 6 businesses remaining in the delegation. Those withdrawing did express interest in the mission if scheduled later.

As a result, the mission has been postponed to either Spring or Fall of 2011 and will be re-scheduled on the basis of availability of at least 10 businesses, as previously approved by Council. This also will allow the new Council to discuss and decide how the City's elected officials might participate to make this mission successful. As this money was approved by Council to come from the 2010 EDF Fund, the Sault Ste. Marie EDC will reserve these funds and carry over into 2011 to be used towards the rescheduled mission, unless otherwise determined by Council.

This is supported by the SSMEDC Board of Director's Executive.

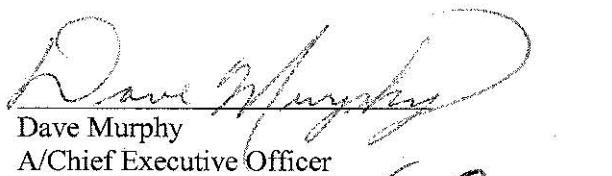
This report is provided as information at this time.

Recommended by,



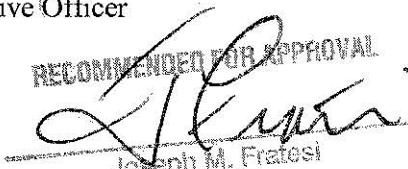
Randy Tallon
Director International Relations & Global
Logistics Business SSM - SSMEDC

Approved by,



Dave Murphy
A/Chief Executive Officer
SSMEDC

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

1D(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-161

AGREEMENT: (E.3.4.4.) A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for engineering services to complete the reconstruction of Queen Street between Pim Street and Simpson Street.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Acting 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 12th day of October, 2010 between the City and AECOM Canada Ltd. for the reconstruction of Queen Street between Pim Street and Simpson Street.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK – MALCOLM WHITE

da/staff/by-laws/2010-161/Agreement AECOM

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(a)

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 12th day of October

A. D. 2010

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to undertake the preliminary and detail design for the reconstruction of Queen Street from Simpson Street to Pim Street. The proposed construction includes earth excavation/grading, granular subbase and base, asphalt, sanitary sewers, watermains, storm water management, utility relocations, curb and gutters, sidewalk, boulevards and traffic signals.

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 purposes of this agreement, the basis of payment shall be as specified in Article 3.2.2.

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 3.2.4 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 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 3.2.4. 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 (1.11) 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 \$2,000,000.00 per occurrence and in the aggregate for general liability and \$2,000,000.00 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 \$2,000,000.00 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 (c).

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, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein and identified by the Client as being confidential. 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 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

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees 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 hourly rate ranges for staff, principals and executives, for which the Consultant will seek payment on a time basis. The Consultant 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 Consultant's staff who is to be the liaison person between the Consultant and the Client.

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 schedule at progress which results in a longer period than provided in Subsection 1.23.1 b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 c).

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.

1.24 Additional Conditions

(Not Applicable)

ARTICLE 2 - SERVICES

2.01 Consultant's Planning and Preliminary Design Services

The Consultant shall provide the following services for the Reconstruction of Queen Street unless already provided:

1. Collect background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the project. Review data and develop list of additional data required.
2. Undertake a detail survey from Church Street to Pim Street and complete a field edit of areas surveyed in the late 1990's
3. Prepare property fabric and identify property owners from Church Street to Pim Street and update the fabric from Simpson Street to Church Street based on existing available reference and assessment plans available from the City.
4. Prepare base plans including all existing features, underground utilities, from Church Street to Pim Street and update base plans from Simpson Street to Church Street.
5. Confirm critical inverts of sewers and watermains required for the design.
6. Develop a digital terrain model, contours, and sections of the original ground from digital survey data.
7. Develop preliminary horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
8. Confirm proposed typical cross-sections for the roadway, including driving lanes, provisions for cyclists, boulevards, curbs and sidewalks, intersecting roads and other cross section elements and provide recommended configuration (Note: it is assumed the cross-section will comprise of three lanes – no traffic forecasting or transportation planning work will be undertaken to confirm lane requirements).
9. Review existing illumination levels with PUC (Note: illumination design has been excluded).
10. Develop/confirm line assignments for underground infrastructure (storm sewers, sanitary sewers, watermains).
11. Undertake pipe sizing for storm sewers, sanitary sewers and watermains.
12. Finalize design criteria with due consideration being given to such ancillary features as curbs, sidewalks, boulevards, illumination, signs, fences, landscaping, and adjacent properties.
13. Finalize and recommend a preferred design for roadwork and underground services considering geometrics, property, cost and environmental features.
14. Develop and recommend to the Client additional soils investigation work to permit the completion of the preliminary and detail design phases of the Project. Coordinate geotechnical program and submit report.
15. Address Class EA requirements (ie: Class EA Addendum)
16. Prepare a preliminary construction cost estimate.
17. Identify major utility installations and adjustments.
18. Review and confirm property acquisition requirements (assumed to be none).
19. Prepare preliminary design drawings in digital format.
20. Prepare correspondence on behalf of the Client and circulate to governmental ministries, agencies and other public authorities for design information.
21. Prepare and distribute minutes of Project meetings.

22. Meet with and present to the Client preliminary design concepts for acceptance.
23. Undertake a public open house to present the preliminary design and address questions.
24. Meet and correspond with approvals agencies and prepare submission of applications for approvals.

2.02 Client's Services for Planning and Preliminary Design Services

The Client shall provide the Consultant with the following, unless already provided:

1. Copies of available information, investigations/studies undertaken for or related to the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
4. CCTV inspections of all sewers.
5. Publication of notices to the public.
6. Assisting the Consultant to gain access to private properties.

2.03 Services to be Provided by Consultant for Detailed Design and Tendering

1. Provide 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. Conduct additional field survey work 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. Investigate 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 shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Consultant 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. Prepare and submit preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement, deems advantageous to the Client.
5. Advise 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 Consultant.
6. Participate 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.
7. Detail designs for sanitary sewers, watermains, storm sewers, roadworks, and traffic signals.
8. Prepare contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
9. Prepare detailed quantity and cost estimates, including sundry engineering and materials.

10. Finalize tender drawings.
11. Call tenders for the project in accordance with the approved phasing plan.
12. Incorporate, into the contract document package of design drawings and specifications of work designed by others, when required.
13. Submit 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.

2.04 Services to be Provided by Client for Detailed Design

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 drawings 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 available information regarding utilities necessary for the preparation of the plans.
6. Arranging and making 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. Additional soils information as the Consultant may require for proper design.
8. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.
9. Acquisition of any lands that may be required.

2.05 Services to be Provided by Consultant for Contract Administration and Construction Inspection of the Project

1. Undertake contract administration and provide resident inspection during the construction phase.
2. Provide post construction services including warranty inspections, release of holdbacks, and as-constructed records.

2.06 Services to be Provided by Client for Contract Administration and Construction Inspection of the Project

(Not Applicable)

2.07 Milestones

The Consultant shall endeavour to perform the services set forth in paragraphs 2.01 and 2.03 of this Agreement in the time frames provided for in the document titled "Reconstruction of Queen Street (East of Simpson Street to West of Pim Street)", a copy of which is attached hereto.

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 Percentage of Cost Basis

(Not Applicable)

3.2.2 Fees Calculated on a Time Basis

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 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 – Payroll cost multiplied by a factor of 1.7.

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.

3.2.2.2 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.

3.2.3 Lump-Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

(Not Applicable)

3.2.4 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, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

- 3.2.4.2** In addition to the fee a communication/IT charge equal to 7.5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and Information Technology (IT) costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

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 annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.3.3 Lump Sum Fee/Negotiated Fee

(Not Applicable)

10(a)

- 12 -

CONSULTANT

The signatory shall have the authority to bind the corporation or company for purposes of this agreement



(Signature)

Brian Jackson

(Name)

Vice President

(Title)

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

(Signature)

OZZIE GRANDINETTI

(Name)

ACTING MAYOR

(Title)

(Signature)

MALCOLM WHITE, CITY CLERK

G:\Queen Street Reconstruction\Queen St Reconstruction Engineering Agreement.doc

SCHEDULE "A"
to Memorandum of Agreement

Dated the 12th day of October, 2010 A.D.

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Preliminary and Detail Design and Tendering	As per Agreement		\$142,000	\$18,000
Contract Administration and Construction Inspection	As per Agreement	\$177,000		\$18,000

Note:

(i) Fees excludes taxes.

2. A range of billing rates for each employee classification is as follows:

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	110 - 200	3
Intermediate Engineer	80 - 110	2
Senior Technician	80 - 120	4
Intermediate Technician	60 - 80	3
Support Staff	50 - 65	4

**CITY OF SAULT STE MARIE
PROPOSED WORK PROGRAM
RECONSTRUCTION OF QUEEN STREET (East of Simpson Street to West of Pim Street)**

TASKS	TIMING (week ending)											
	October 16 23	November 30	December 6	January 13	January 20	January 27	February 3	February 10	February 17	February 24	March 3	April 7
Phase I - Preliminary Design												
1.1 Coordinate and conduct pre-design meeting with City / PUC to review project requirements												
1.2 Confirm opportunity is unchanged from original Class EA												
1.3 Initiate contact with area residents, and relevant agencies including all individuals that previously expressed an interest in the project												
1.4 Review background documentation previously collected from City, P.U.C., Public Works and other utilities - identify additional info required												
1.5 Identify potential future land use for hospital site and investigate future servicing requirements												
1.6 Review base plans relative to existing conditions and complete field edit												
1.7 Complete engineering survey from Church to Pim												
1.8 Confirm Utility plant with relevant Agencies												
1.9 Coordinate additional geotechnical work												
1.10 Prepare/finalize base plans incorporating newly surveyed area, updated information and property fabric												
1.11 Develop digital terrain model, contours and cross-sections												
1.12 Preliminary design of watermains (sizing, line assignment, details, etc.)												
1.13 Preliminary design of storm sewers (sizing, line assignment, details, etc.)												
1.14 Preliminary design of sanitary sewers (sizing, line assignment, details, etc.)												
1.15 Investigate forecasts/upgrades/bounding												
1.16 Investigate and incorporate special requirements for oil pipelines												
1.17 Preliminary design of roadworks (typical cross-section, horizontal and vertical alignment, intersections)												
1.18 Confirm Class EA requirements and reassess environmental impacts - assumed to be Schedule B (original project completed as Schedule B)												
1.19 Complete draft design criteria												
1.20 Meet with City to review and agree on proposed design changes												
1.21 Update preliminary design of roadway, inc. alignment, typical section etc.												
1.22 Update preliminary construction cost estimate												
1.23 Review P.U.C. Watermain preliminary design and illumination requirements (assumed none)												
1.24 Identify utility relocations and review with appropriate utilities												
1.25 Prepare preliminary design drawings												
1.26 Identify property acquisition requirements												
1.27 Address traffic control/staging and emergency response issues												
1.28 Conduct preliminary design review meeting incl. traffic control/staging elements (Engineering/PW&ST/Emergency Services)												
1.29 Conduct public open house to present preferred preliminary design												
1.30 Address public/Agency comments/concerns												
1.31 Prepare Class EA project file												
1.32 Issue Revised Notice of Completion												
Phase II - Detailed Design												
2.1 Prepare design cross-sections / grades (Eagle Point)												
2.2 Complete detailed design of roadworks (Eagle Point)												
2.3 Complete detail design of sanitary and storm sewers and prepare CoA package												
2.4 Complete detail design of watermains and prepare CoA package												
2.5 Complete detail design of traffic signal upgrades including PFM drawings												
2.6 Finalize watermain with PUC												
2.7 Compile detailed tender quantities (incl. Plan quantity items etc.)												
2.8 Compile construction drawings												
2.9 Compile technical specifications												
2.10 Finalize tender documents												
2.11 Conduct technical review meeting to review and accept final tender documents												
2.12 Advertise for tenders and issue tender documents												
2.13 Respond to inquiries during tender period												
2.14 Attend tender opening												
2.15 Review tenders and compile recommendations for approval by Client												
2.16 Award contract												
Phase III - Construction Services												
3.1 Coordinate and carry out pre-construction meeting with Client and Contractor												
3.2 Provide ongoing contract administration services												
3.3 Coordinate and carry out regular site meetings												
3.4 Provide full-time resident inspection during construction												
3.5 Coordinate and conduct final inspection with City and Contractor												
3.6 Complete as-constructed drawings												
3.7 Monitor work through maintenance period and carry out final inspection at expiration												

10(a)

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-162

AGREEMENT: (L.5.2.4(3)) A by-law to authorize an agreement between the City and the Canadian Ski Patrol for the provision of first aid services during Soo Greyhounds games.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 8th day of November, 2010 and made between the City and the Canadian Ski Patrol for the provision of first aid services during Soo Greyhounds games for the term of November 1, 2010 to October 31, 2011.

2. **SCHEDULE "A"**

Schedule "A" hereto forms 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 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK – MALCOLM WHITE

DH \staff\by-laws\2010\2010-162 Agreement Canadian Ski Patrol

NOTICE

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CITY SOLICITOR

10(b)

SCHEDULE "A"

THIS AGREEMENT made this 8th day of November, 2010.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the "City"
OF THE FIRST PART

-and-

CANADIAN SKI PATROL SYSTEM
Hereinafter called the "CSPS"
OF THE SECOND PART

WHEREAS the City is the owner and operator of the Essar Centre, John Rhodes Community Centre and McMeeken Centre (referred to as the "Centres");

AND WHEREAS the Sault Ste. Marie Zone of CSPS provides qualified first aid response volunteers;

NOW THEREFORE the Parties hereto agree as follows:

1. PROVISION OF SERVICES

- (a) The CSPS shall provide a minimum of two (2) Qualified Immediate First Aid Response Volunteers with advanced certification ("Qualified Members") for each Soo Greyhounds Game.
- (b) The CSPS shall also provide Qualified Members for other events as scheduled with the Manager of Community Centres or his designate.
- (c) Qualified Members shall be called upon to respond to first aid situations involving event participants and spectators and provide detailed reports to the City when individuals receive first aid treatment.

2. TERM

This agreement shall be in effect for a term of one year commencing November 1, 2010 and terminating on October 31, 2011, but may be renewed annually subject to successful negotiations between the City and the CSPS.

3. REMUNERATION

*RBC
DOWATA*

- (a) The City shall ~~pay~~ \$3500 per season to the CSPS for services provided at all Soo Greyhounds games. The payment shall be made in two installments as follows:
 - (1) \$1750 shall be paid upon the signing of this agreement and
 - (2) \$1750 shall be paid at the half-way point of the Soo Greyhounds regular season schedule.
- (b) In addition, the City will pay additional amounts for other events as mutually agreed with CSPS in advance.

4. INSURANCE

The City shall identify the "Canadian Ski Patrol System, Sault Ste. Marie Zone and its members" as additional insureds on the City's insurance policy with respect to liability for any and all operations occurring and sanctioned by the City.

5. TERMINATION

The City may terminate this agreement on thirty (30) days notice if CSPS if CSPS is not providing the services to a standard acceptable to the City.

IN WITNESS WHEREOF the parties hereto have signed this agreement as of the 8th day of November, 2010.

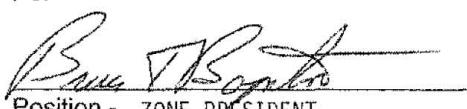
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per

ACTING MAYOR - SUSAN MYERS Z. GRANDINETTI

CITY CLERK - MALCOLM WHITE

We have the authority to bind the Corporation

CANADIAN SKI PATROL SYSTEM
Per



Position - ZONE PRESIDENT
Name - BRUCE BOYNTON

Position -
Name -

We have the authority to bind the Corporation

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-164

AGREEMENT: (E.3.1.) A by-law to authorize the execution of the Municipal DataWorks Data Provision Agreement between the City and the Ontario Good Roads Association.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to The Ontario Heritage Act, R.S.O. 1990, c.O.18, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Acting Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Municipal DataWorks Data Provision Agreement between the City and the Ontario Good Roads Association in form of Schedule "A" hereto dated November 8, 2010.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CLERK – MALCOLM WHITE

cf Bylaws\2010\2010-164 Municipal DataWorks Data Provision Agreement

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CITY SOLICITOR

SCHEDULE A



**ONTARIO
GOOD ROADS
ASSOCIATION**

6355 KENNEDY RD., UNIT 2
MISSISSAUGA, ONTARIO
L5T 2L5
TELEPHONE 905-795-2555
FAX 905-795-2660

Municipal DataWorks Data Provision Agreement

Municipal DataWorks (MDW) is a web based infrastructure asset repository owned and managed by the Ontario Good Roads Association (OGRA) on behalf of its members. OGRA has developed this membership service because:

- OGRA believes it is important to know the extent and condition of municipal infrastructure in Ontario.
- OGRA believes that municipalities will be in a stronger position to access infrastructure funding from other levels of government if municipalities have data on their infrastructure.
- OGRA believes that eligibility for infrastructure funding from other levels of government may depend on a municipality's demonstrated capacity to manage its assets.
- OGRA is providing a tool to facilitate compliance with the new PSAB requirements that all fixed assets be included on municipal balance sheets.

MDW consists of an infrastructure asset inventory and condition data repository for roads, bridges, sewer and water assets. It also includes road and bridge inspection forms, a capital investment plan tool, a road data conversion tool and an asset valuation module comprehensive enough to meet all PSAB requirements. <http://www.ogra.org/mdw>

Municipalities wishing to gain access to MDW must complete the following Agreement.

Terms and Conditions

1. The Municipality

- 1.1 Agrees to transfer its data as identified in Schedule A on the extent and condition of its municipal infrastructure to MDW and update data on an ongoing basis or at least annually.
- 1.2 Agrees to use one of the following three options for the provision of its data to MDW:
 - a) Directly enter data into MDW by municipal staff or the municipality's service provider;
 - b) Use Web Services and/or data migration tools available through the MDW website.

- c) Use a third party service provider to assist the municipality for data transfer. The municipality agrees to work with the service provider and OGRA to ensure this interface is built.
- 1.3 Provides updated data annually for the previous calendar year for those municipalities that choose a local installation of Municipal DataWorks.
- 1.4 Agrees to appoint a "profile administrator" who will be OGRA's primary contact and will assume responsible for user access to the municipality's "account".
- 1.5 Acknowledges that OGRA has permission to view or use the data in the MDW on an aggregate basis for advocacy with federal and provincial governments and/or other agencies, and recognizes that OGRA will not release detailed data specific to any municipality without the written authorization of that municipality.
- 1.6 Agrees that its access to and use of MDW is governed by the terms and conditions of this Agreement and that any use to the contrary may result in termination of this Agreement.
- 1.7 May export its asset data from MDW for use with in-house or proprietary software, and will transfer the updated data to MDW upon completion of the work.

2. Ontario Good Roads Association

- 2.1 Agrees to appoint an "account administrator" who should be contacted by the municipality for any matters pertaining to the municipality's account.
- 2.2 Will ensure confidentiality of the data by providing website security such that only the municipality's profile administrator can give access to its data.
- 2.3 May from time to time make improvements to the MDW.
- 2.4 Will provide use of MDW to all municipalities at no cost in the calendar year 2007. In 2008 and beyond, OGRA may charge a small user fee to recover costs associated with hosting, transferring data, program enhancements to MDW modules, providing customer service, and keeping MDW programs current with technology.
- 2.5 Will prepare an 'Annual Report' of the overall condition and extent of Ontario's municipal infrastructure using the aggregate municipal data in MDW. OGRA agrees to share this report with municipalities and will use this report for representation of the municipalities' needs with respect to funding in dialogue with federal and provincial governments or agencies.

3. Joint

- 3.1 This Agreement is binding for any improvements OGRA may make to the data repository. New application modules may be subject to new terms and conditions.

- 3.2. OGRA and the municipality acknowledge that the information available through the MDW (aggregate level) is provided "as is" and no guarantee is expressed or implied regarding the quality or the currency of the data.
- 3.3 The term of this Agreement is three years. Either the municipality or OGRA may terminate the Agreement with 60 days written notice. The Agreement may be amended by mutual consent at any time.

The following persons will receive communication concerning this Agreement:

The Municipality

Name of Signatory Don J. Elliott, P. Eng.

Position

Mailing Address The Corporation of the City of

Sault Ste. Marie

Engineering & Planning Department

Telephone 705-759-5329

Email d.elliott@cityssm.on.ca

Ontario Good Roads Association

Joe Tiernay (or his designate)

Executive Director

Unit 2, 6355 Kennedy Road

Mississauga, ON L5T 2L5

P.O. Box 580 Sault Ste. Marie, ON P6A 5N1

905-795-2555

905-795-2660

joe@ogra.org

The following individuals bind the parties to this Agreement:

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

Name of Signatory Ozzie Grandinetti
Title Acting Mayor

Date: November 8, 2010

Ontario Good Roads Association

Joe Tiernay
Executive Director, OGRA

Date:

Name of Signatory: Malcolm White
Title: City Clerk

Date: November 8, 2010

Schedule A

- 1) As set out in Clause 1.1 of this agreement, the municipality agrees to transfer the following asset classes to Municipal DataWorks:

<u>Asset Class</u>	<u>Date of Transfer (estimated)</u>
Roads:	_____
Bridges/Culverts:	<u>X</u> _____
Water:	_____
Wastewater:	_____
Transit:	_____
Facilities:	_____
Other:	_____

Explanatory Note: The municipality is requested to initial each of the asset classes that will be transferred to Municipal DataWorks and the estimated date of data transfer. OGRA recognizes that not all municipalities have all of the above asset classes within their jurisdiction.

- 2) The municipality may use a third party service provider for assistance in data gathering and transferring to Municipal DataWorks. X Yes, _____ No (please check)

- 3) At the time of signing of this agreement, if consultant is known, please provide information below

Name(s) of Consultant(s): M. R. Wright & Associates Co. Ltd. _____

Address: 71 Black Road, Unit 8 _____
Sault Ste. Marie, ON P6A 6J8 _____

Consultant Representative: John McDonald, P. Eng. _____

Phone: 705-945-5090 _____ Email: j.mcdonald@mrweng.ca _____

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2010-168

AGREEMENT: (L.5.2.7) A by-law to authorize the execution of the Heritage Property Agreement between the City and W.M. Watts Investments Ltd. for the Heritage Property at civic no. 244-246 Queen Street East known as the Hussey Block.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to The Ontario Heritage Act, R.S.O. 1990, c.O.18, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Acting Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Heritage Property Agreement between the City and W.M. Watts Investments Ltd. for the Heritage Property at civic no. 244-246 Queen Street East known as the Hussey Block in form of Schedule "A" hereto dated October 18, 2010, on the terms and conditions therein set forth.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CLERK – MALCOLM WHITE

DH Bylaws\2010\2010-168 Heritage Agreement

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CITY SOLICITOR

10(d)

SCHEDULE "A"

TO THE LAND REGISTRAR FOR THE LAND TITLES OFFICE OF THE DISTRICT OF ALGOMA

The Corporation of the City of Sault Ste. Marie has an unregistered estate, right, interest or equity in the land described as all of PIN 31543-0051 LT.

The land is registered in the name of W. M. Watts Investments Ltd. and we hereby apply under s. 71 of the Land Titles Act and s. 37(2) of the Ontario Heritage Act for the entry of notice of heritage property agreement on the said PIN.

THIS HERITAGE PROPERTY AGREEMENT made this 18th day of October, 2010

B E T W E E N:

W. M. WATTS INVESTMENTS LTD.
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises situated in the City of Sault Ste. Marie in the District of Algoma and Province of Ontario, and municipally known as 244 - 246 Queen Street East, Sault Ste. Marie, Ontario (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and on which there is the Hussey Block (hereinafter called the "Eligible Heritage Property");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into agreements or covenants with owners of real property, or interests therein, for the conservation of Eligible Heritage Property of historic or architectural value or interest;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such agreements and covenants entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such agreements and covenants;

AND WHEREAS the Owner and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Eligible Heritage Property on the Property as set out in the "Reasons for Identification";

AND WHEREAS to this end, the Owner and the City agree to enter into this Heritage Property Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the covenants herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants and restrictions which shall run with the Eligible Heritage Property forever.

1.0 REASONS FOR IDENTIFICATION

1.1 Statement of Reasons

The Owner and the City agree that for the purposes of this Agreement the following statement (hereinafter called the "Description of Property") sets out the description of the Eligible Heritage Property that has been identified by the City as having historic and architectural significance:

The Coronation and Hussey Blocks were designed in Romanesque Revival Style by Sault Ste. Marie Architect, H. Russell Holton. Completed in 1902 in local red sandstone, the buildings display excellent design and workmanship. The Romanesque Revival Style is typified by the use of rock faced stonework and the reliance on round headed arches for windows and ornamentation.

A complete description of the Eligible Heritage Property and the reasons for designation are filed with the Recreation and Culture Division of the Community Services Department.

1.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as "the Photographs", document the state of the Eligible Heritage Property as of the date of execution of this Agreement. The original photographs will be kept on file at the offices of the Recreation and Culture Division of the Community Services Department or such other location as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain significant features of the appearance or the construction of the Eligible Heritage Property and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Eligible Heritage Property pursuant to paragraph 2.1, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall replace the original Photographs and all references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 DUTIES OF OWNER

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling or any other thing or act which would materially affect the features of the appearance or construction of the Eligible Heritage Property as set out in the "Reasons for Identification" and as may be depicted in the copies of the Photographs on file or drawings and other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request as its address as set out in paragraph 7.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph,

the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials approved by the City.

2.2 Insurance

The Owner at all times during the currency of this Agreement keep the Eligible Heritage Property insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Eligible Heritage Property. Upon execution of this agreement, the Owner shall deliver to the City proof of insurance in a form satisfactory to the City. The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City.

2.3 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Eligible Heritage Property within ten (10) clear days of such damage or destruction occurring. In the event that the Eligible Heritage Property is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Eligible Heritage Property, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the City to demolish the Eligible Heritage Property, pursuant to paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Eligible Heritage Property.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.4 or if the City does not give the approval to demolish referred to in paragraph 2.4, the Owner shall replace, rebuild, restore or repair the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Eligible Heritage Property to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Eligible Heritage Property to be commenced within thirty (30) days of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore or repair the Eligible Heritage Property in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring or repairing the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

2.6 Maintenance of the Eligible Heritage Property

The Owner shall at all times maintain the Eligible Heritage Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Eligible Heritage Property's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Eligible Heritage Property from vandalism, fire and damage from inclement weather.

2.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Eligible Heritage Property of any signs, awnings, television aerials satellite dishes or other objects of a similar nature without the prior written approval of the City. Such approval may, in the sole discretion of the City and for any reason which the City considers necessary, be refused, provided that with respect to signage to identify the occupant(s) of the Eligible Heritage Property from time to time, the approval of the City shall not be unreasonably withheld, having regard to its use of the Eligible Heritage Property, the Reasons for Identification and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Owner shall not, except with the prior written approval of the City:

- (a) grant any easement or right-of-way which would adversely affect the agreement hereby granted;
- (b) erect or remove or permit the erection or removal of any Eligible Heritage Property, sign, fence or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Eligible Heritage Property or the Property or (ii) causing any damage to the Eligible Heritage Property;
- (f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and
- (g) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be necessary for (i) the prevention or treatment of disease or (ii) other good husbandry practices.

2.9 General

The Owner agrees to procure and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this agreement shall have a priority over any other interest in the Property,

2.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this Agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of

the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the City and recoverable by the City by action in a court of law.

2.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.12 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.13 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Eligible Heritage Property as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Eligible Heritage Property, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Eligible Heritage Property or occupants of the Eligible Heritage Property at risk of damage,

provided that the *Eligible Heritage Property Code Act, 1992*, S.O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the Manager of Recreation & Culture is consulted.

3.0 USE OF PROPERTY

- 3.1 The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 INSPECTION OF THE PROPERTY

4.1 Inspection by City at All Reasonable Times

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Eligible Heritage Property upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 NOTICE OF HERITAGE PROPERTY AGREEMENT

5.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Eligible Heritage Property in a tasteful manner and at the City's expense indicating that the Eligible Heritage Property has been designated as a heritage property.

5.2 Publicity

The Owner agrees to allow the City to publicize the fact that the property has been designated a heritage property.

6.0 SEVERABILITY OF COVENANTS

6.1 Proper Covenants Not to Terminate

The Owner and the City agree that all covenants and restrictions contained in this Agreement shall be severable, and that should any covenant or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants and restrictions shall not terminate thereby.

7.0 NOTICE

7.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

The Owner: W. M. Watts Investments Ltd.
c/o Mr. Bill Watts
72 Mount Pleasant CT
Sault Ste. Marie ON P6A 6K4

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

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service in Person or by Mail Except Where Postal Service is Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by prepaid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by prepaid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service is Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 ENTIRETY

8.1 No Extraneous Agreements Between the Parties

Except as set out herein, this written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

9.0 SUBSEQUENT INSTRUMENTS

9.1 Subsequent Instruments to Contain These Provisions

Notice of these covenants and restrictions shall be inserted by the Owner in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property. The Owner consents to the registration of this heritage property agreement against the title of the Eligible Heritage Property.

9.2 Notice to Municipality

The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property.

10.0 INTERPRETATION

- 10.1** The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 10.2** This Agreement shall be construed with all changes in number and gender as may be required by the context.

11.0 ENUREMENT

11.1 Covenants to Run With the Property

The covenants and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns as the case may be.

12.0 TERMINATION

12.1 Term of Agreement

Notwithstanding any other provision of this Agreement, the term of this Agreement shall end on the date of receipt of approval to demolish pursuant to paragraph 2.3.

(signatures on following page)

10(d)

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

W. M. WATTS INVESTMENTS LTD.

Per:

October , 2010

Date WILLIAM WATTS, PRESIDENT

I have authority to bind the corporation

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

November 8, 2010

Date ACTING MAYOR - OZZIE GRANDINETTI

CLERK - MALCOLM WHITE

10(d)

SCHEDULE "A"

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma, and being composed of

PT LT 28 N/S QUEEN ST PL TOWN PLOT OF ST. MARY'S; PT LT 4 PL 1391 ST. MARY'S AS IN T204081; SAULT STE. MARIE; ALGOMA DISTRICT

PIN 31543-0051 (LT)

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-170

DEVELOPMENT CONTROL: A by-law to designate the lands located at 21 Killarney Road as an area of site plan control. (Burgess Enterprises (Sault) Inc.)

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 2000, chapter P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director and in his absence to the Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. SCHEDULE "A"

Schedule "A" hereto forms a part of this by-law.

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the Planning Act and the Municipal Act.

5. EFFECTIVE DATE

This by-law takes effect from the date of its final passing.

PASSED in Open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK – MALCOLM WHITE

/staff/on/zoning/dc/by-laws/2010-170

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CITY SOLICITOR

10(e)

SCHEDULE "A" TO BY-LAW 2010-170 OF THE CORPORATION OF THE CITY
OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 8TH DAY OF
NOVEMBER, 2010.

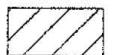


SUBJECT PROPERTY MAP

Application 10-10-Z 21 Killarney Road



Subject Property-21 Killarney Road



Land Owned By Applicant-68 Great Northern Road



Metric Scale

1 : 2000

Maps

99 & 1-113

June 16, 2010
Amended: Nov. 1, 2010

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-163

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 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK – MALCOLM WHITE

DH Bylaws\2010\2010-163 Parking Officers – Private lots

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CITY SOLICITOR

10(f)

BADGE NO. SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E,& APARTMENTS
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
36 ORR,DEREK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
37 MILLER,STEVE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBEVIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151 PARR,CEREK,RAYMOND	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
188 HARMAN,JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
191 GROWN,STEVEN,GEORGE	SEP SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
198 SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
242 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/MALL/CHURCHILL&PINE PLAZA
274 DAVIDSON,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
276 SMITH,DENNIS,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
297 SWIRE,WILLIAM,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
299 DIMMA,WILLIAM,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
314 AASEN,PAULINE	UNIT PARK	ONTARIO REALTY 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 POYNERS,HAROLD	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411 MOORE,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
412 MEINCKLE,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 MALL/CHURCHILL&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,NATALSHA	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 REALTY 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
443 MARCIL,MARK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

10(f)

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	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
452	ROGERS,RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
453	DERASP,RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
454	LAPRADE,DANIEL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
455	BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2010-172

TEMPORARY STREET CLOSING: (S.2.) A by-law to authorize the temporary closing of Weldon Street from Cunningham Road to MacDonald Avenue to facilitate street hockey and mini stick grassroots fundraising event for F.H. Clergue playground on November 27, 2010 from 9:30 a.m. to 2:30 p.m.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY CLOSING OF WELDON STREET FROM CUNNINGHAM ROAD TO MACDONALD AVENUE**

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Weldon Street from Cunningham Road to MacDonald Avenue to facilitate street hockey and mini stick grassroots fundraising event for F.H. Clergue playground on November 27, 2010 from 9:30 a.m. to 2:30 p.m.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK – MALCOLM WHITE

cf BYLAWS\2010\2010-172 – TEMP ST CLOSING – F.H. Clergue fundraiser

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CITY SOLICITOR

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2010-173

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Queen Street and Simpson Street to facilitate the annual Santa Claus Parade on November 20, 2010.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto ENACTS as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET AND SIMPSON STREET – SANTA CLAUS PARADE**

The following streets will be temporarily closed to facilitate the 2010 Rotary Santa Claus Parade on Saturday, November 20, 2010:

Closure of Queen Street East from Simpson Street to Gore Street
Hours: 1730 hours to approximately 1930 hours

Closure of Simpson Street from Victoria Avenue to Queen Street East
Hours: 1730 hours to approximately 1830 hours

Closure of Queen Street East from Pine Street to Church Street
Hours: 1730 hours to approximately 1830 hours

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK - MALCOLM WHITE

da Bylaws\2010\2010-173 Santa Claus Parade – Street Closing

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CITY SOLICITOR

(10(i))

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-160

TRAFFIC: (T.2.1.) A by-law to amend Schedule "G" of Traffic By-law 77-200 regarding Great Northern Road.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10 of the Municipal Act, 2001, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

1. SCHEDULE "G" OF BY-LAW 77-200 AMENDED

Schedule "G" of By-law 77-200 is amended thereto by adding the following:

"NO. INTERSECTION OR OTHER LOCATION

27A. Great Northern Road at civic address 760 (entrance to Sault Area Hospital)".

2. EFFECTIVE DATE

This by-law is effective from the day of its final passing.

PASSED in Open Council this 8th day of November, 2010.

ACTING MAYOR – O. GRANDINETTI

CITY CLERK – MALCOLM WHITE

cf/traffic/by-law2010-160(T.2.1.)

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CITY SOLICITOR

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-169

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning the lands located at 21 Killarney Road. (Burgess Enterprises (Sault) Inc.)

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. 21 KILLARNEY ROAD, THE SOUTHERLY 31 M OF THE LANDS LOCATED ON THE EAST SIDE OF GREAT NORTHERN ROAD APPROXIMATELY 30M EAST OF ITS INTERSECTION WITH KILLARNEY ROAD; CHANGE FROM R.2 TO R.2.S

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-113 of Schedule "A" to Zoning By-law 2005-150, is changed from R.2 (Single Detached Residential) zone to R.2.S (Single Detached Residential with a Special Exception) zone.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(295) and heading as follows:

" 2(295) 21 Killarney Road

Despite the provisions of By-law 2005-150, the southerly 31m of the lands located on the east side of Great Northern Road approximately 30m east of its intersection with Killarney Road and having civic address 21 Killarney Road and marked "subject property" on the map attached as Schedule 295 hereto is changed from R.2 (Single Detached Residential) zone to R.2.S (Single Detached Residential with a Special Exception) zone to permit in addition to the uses of a R.2 zone a commercial parking lot subject to the following special condition:

- (i) A 1.8m fence measured from the established grade must be erected around the north, east and south boundary of the subject property."

3. SCHEDULE "A"

Schedule "A" hereto forms a part of this by-law.

4. CERTIFICATE OF CONFORMITY

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

PASSED in open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK – MALCOLM WHITE

/staff/on/zoning/by-laws/2010-169

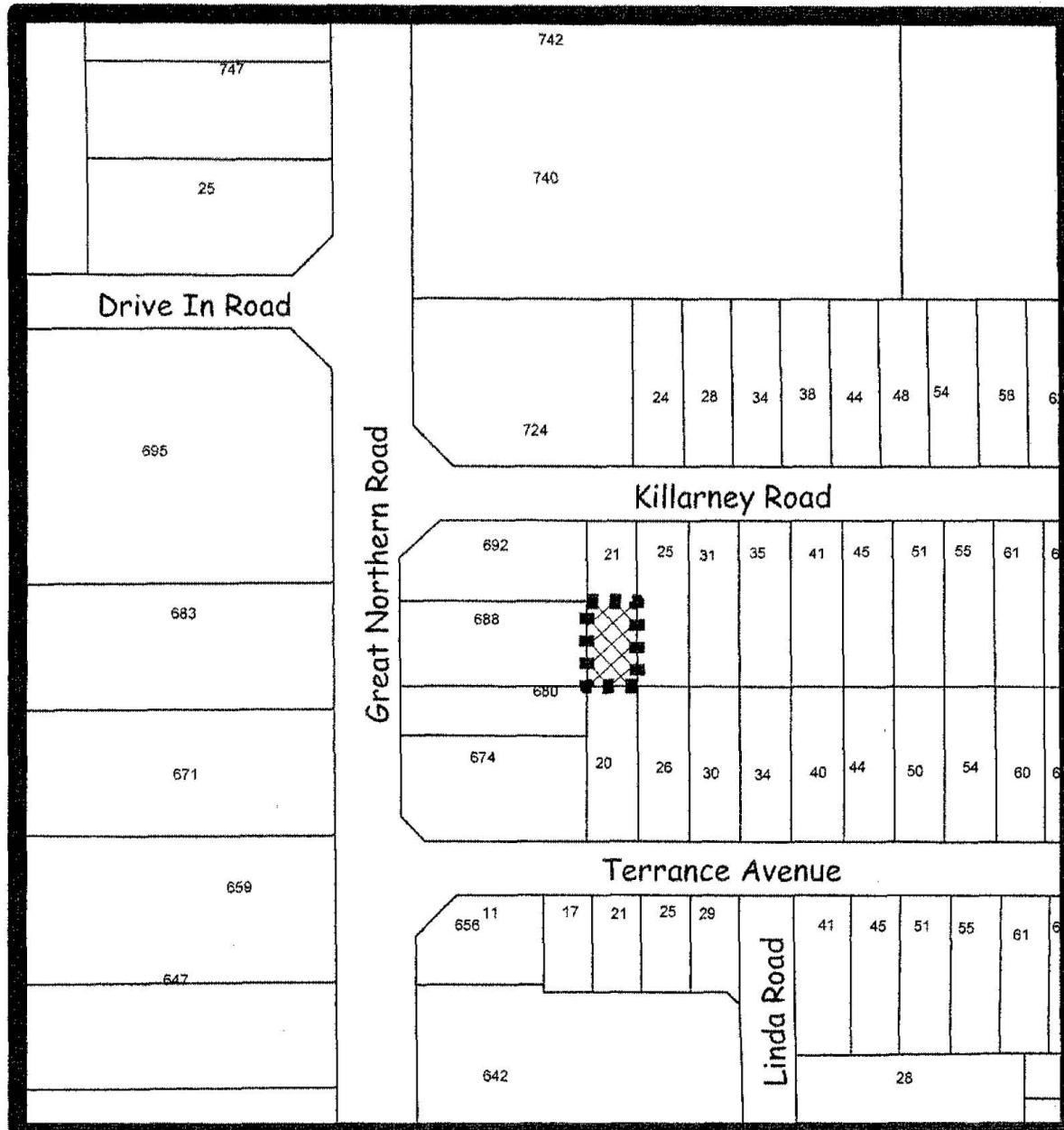
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CITY SOLICITOR

10(j)

SCHEDULE "A" TO BY-LAW 2010-169 AND SCHEDULE 295 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 8TH DAY OF NOVEMBER, 2010.



SUBJECT PROPERTY MAP

Application 10-10-Z 21 Killarney Road



Subject Property-21 Killarney Road



Land Owned By Applicant-68 Great Northern Road



Metric Scale

1 : 2000

Maps

99 & 1-113

June 16, 2010
Amended: Nov. 1, 2010

10(k)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-171

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning the lands located at 40 Hynes Street (Finck).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. **40 HYNES STREET: CHANGE FROM C.2 (CENTRAL COMMERCIAL) TO R.4.S (MEDIUM DENSITY RESIDENTIAL)**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-3 of Schedule "A" to Zoning By-law 2005-150, is changed from C.2 (Central Commercial) zone to R.4.S. (Medium Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(296) and heading as follows:

" 2(296) 40 HYNES STREET"

Despite the provisions of By-law 2005-150, the lands located at 40 Hynes Street marked "subject property" on the map attached as schedule A hereto is changed from C.2 (Central Commercial) zone to R.4.S. (Medium Density Residential) zone to permit the conversion of the existing 2 storey building to a 41 unit apartment building subject to the following special exceptions:

- (i) the number of required parking spaces is reduced from 31 to 23;
- (ii) at least 1 barrier free space must be provided for each barrier free unit, such barrier free space(s) being included within and not in addition to the required 23 parking spaces; and
- (iii) the setbacks of the building are reduced to those setbacks in place for the building located on site on the day of the passing of this by-law."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

PASSED in open Council this 8th day of November, 2010.

ACTING MAYOR – OZZIE GRANDINETTI

CITY CLERK – MALCOLM WHITE

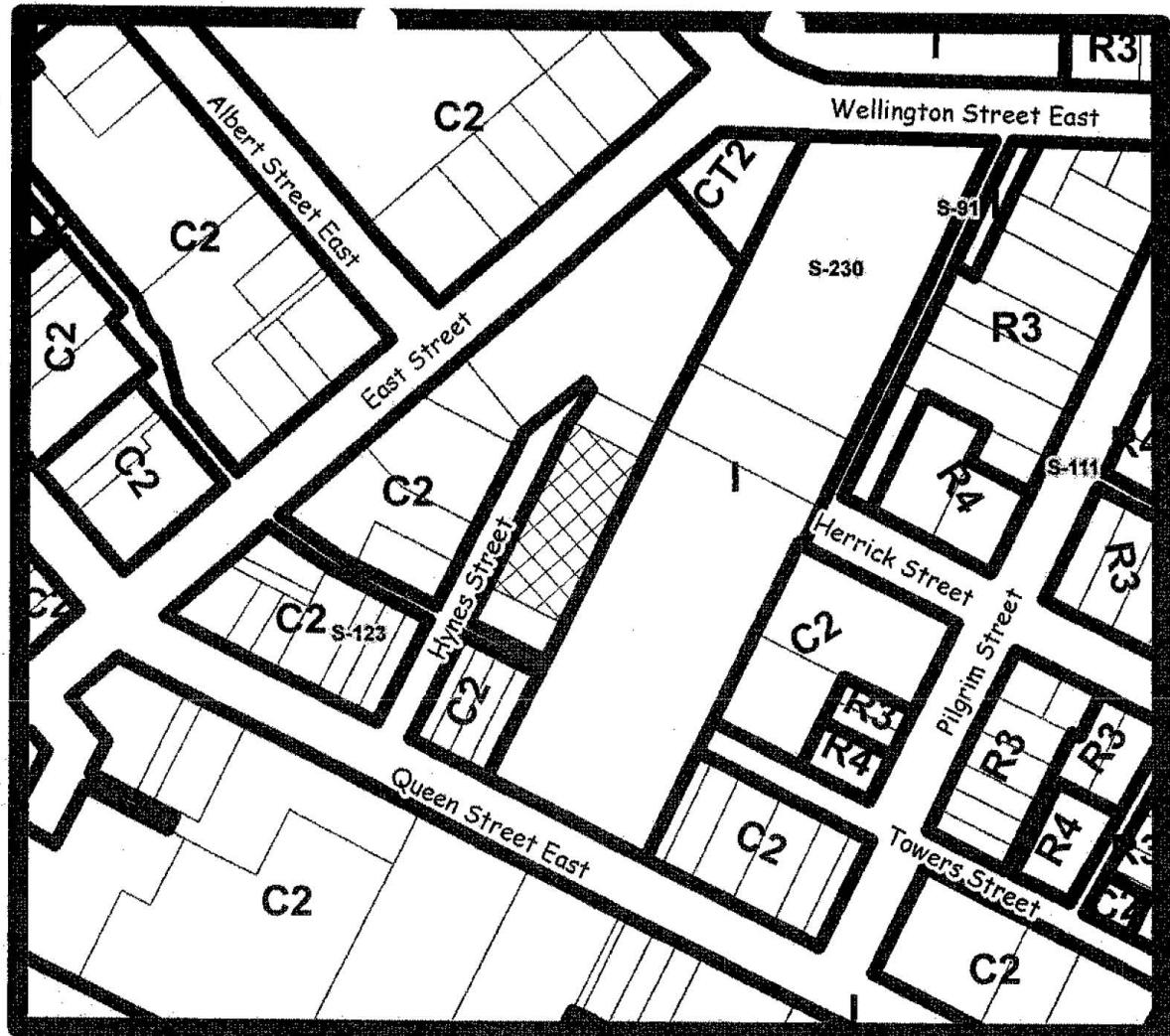
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CITY SOLICITOR

10(k)

SCHEDULE "A" TO BY-LAW 2010-171 AND SCHEDULE 296 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 8th DAY OF NOVEMBER, 2010.



EXISTING ZONING MAP 40 HYNES STREET

PLANNING
APPLICATION
1-16-10-Z

- Subject Property - 40 Hynes Street
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- I - Institutional Zone

S-Number = Special Zoning



Metric Scale
1 : 2000

MAIL LABEL MAPS
A16-10 8 & 1-3
September 17, 2010

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-165

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Arthur Street from Retta Street to Glenholme Drive under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this day of , 2010.

ACTING MAYOR -OZZIE GRANDINETTI

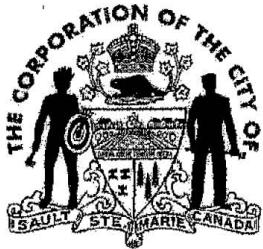
CITY CLERK- MALCOLM WHITE

FIRST reading: November 8, 2010

SECOND reading: November 8, 2010

THIRD reading:

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10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-165, SECTION 3**ENGINEER'S REPORT**

2010 11 08

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	Arthur Street
	From:	Retta Street
	To:	Glenholme Drive
Estimated Cost of Work		\$448,606.00
Estimated Assessable Abutting Frontage		86.9m (Sanitary sewer) 168.0m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$ 4,169.55 (Sanitary sewer) \$13,354.39 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$431,082.06
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		4% 10 years
Estimated Annual Rate per Metre Frontage		\$3.76 (Sanitary sewer) \$9.80 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$37.48
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, FPP
Commissioner of Engineering & Planning

10(1)

CORPORATION OF THE CITY OF SAULT STE. MARIE
 SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>	BY-LAW 2010-165
A-2009-5-02	Arthur Street	Retta Street	Glenholme Drive	110m	250mm	6	86.9m	\$4,169.55	

10(1)

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-165						
<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>
						<u>ASSESSABLE FRONTAGE</u>
A-2009-7-02	Arthur Street	Retta Street	Glenholme Drive	110m	10.0m	n/a
						168.0m
						\$13,354.39

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-166

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Glenholme Drive from Wellington Street East to Arthur Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this day of , 2010.

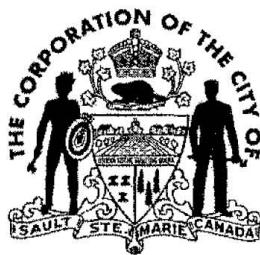
ACTING MAYOR -OZZIE GRANDINETTI

CITY CLERK- MALCOLM WHITE

FIRST reading: November 8, 2010
 SECOND reading: November 8, 2010
 THIRD reading:

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CITY SOLICITOR

10(m)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-166, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work	Construction of: On: From: To:	Construction of sanitary sewer, private drain connection and Class "A" pavement Glenholme Drive Wellington Street East Arthur Street
Estimated Cost of Work		\$1,215,112.00
Estimated Assessable Abutting Frontage		460.2m (Sanitary sewer) 513.5m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$22,852.77 (Sanitary sewer) \$40,823.11 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$1,151,436.12
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		4% 10 years
Estimated Annual Rate per Metre Frontage		\$3.76 (Sanitary sewer) \$9.80 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$37.48
Estimated Lifetime of the Work		20 years

Respectfully submitted,

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

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval _____

A handwritten signature in black ink, appearing to read "Jerry D. Dolcetti, RPP".

Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-5-03	Glenholme Drive	Wellington Street	Arthur Drive	320m	250mm	35	460.2m	\$22,852.77

BY-LAW 2010-166

CR/al
2010 11 08

10(m)

**CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3**

SCHEDULE "B"

BY-LAW 2010-166

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2009-7-03	Glenholme Drive	Wellington Street East	Arthur Street	320m	10.0m	n/a	513.5m	\$40,823.11

CR/al
2010 11 08

(D)(m)

$10(n)$

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-167

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on John Street from Wellington Street West to Conmee Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
 2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
 3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
 4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
 5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
 6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
 7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
 8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
 9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
 10. The said Schedules "A" and "B" form a part of this by-law.
 11. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this _____ day of _____, 2010.

ACTING MAYOR -OZZIE GRANDINETTI

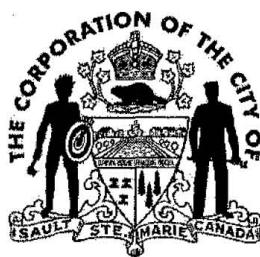
CITY CLERK- MALCOLM WHITE

FIRST reading: November 8, 2010
SECOND reading: November 8, 2010
THIRD reading:

NOTICE

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-1 copy.
CITY SOLICITOR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2010-167, SECTION 3

ENGINEER'S REPORT

2010 11 08

Nature of Work	Construction of: On: From: To:	Construction of sanitary sewer, private drain connection and Class "A" pavement John Street Wellington Street West Conmee Avenue
Estimated Cost of Work		\$5,000,000.00
Estimated Assessable Abutting Frontage		1,544.7m (Sanitary sewer) 1,577.1m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$ 82,290.91 (Sanitary sewer) \$125,379.80 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$4,792,329.29
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		4% 10 years
Estimated Annual Rate per Metre Frontage		\$3.76 (Sanitary sewer) \$9.80 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$37.48
Estimated Lifetime of the Work		20 years

Respectfully submitted,

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

Carl Rumieli, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. D'Ucetti, RPP
Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2010-167

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-5-06	John Street	Wellington Street West	Conmee Avenue	910m	250-600mm	n/a	1,544.7m	\$82,290.91

CR/al
2010 11 08

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CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-7-04	John Street	Wellington Street West	Connee Avenue	910m	10.0m	n/a	1,577.1m	\$125,379.80

BY-LAW 2010-167

CR/al
2010 11 08

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2010-130

LANE CLOSING: a by-law to stop up, close and authorize the conveyance of a lane in the Markretta "B" Subdivision, Plan 52553 (P.2010-4)

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2010-129;

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.

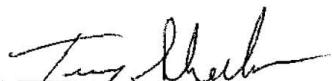
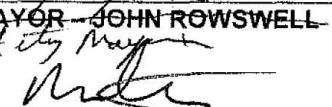
5. **SCHEDULE "A"**

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 19th day of July, 2010.


MAYOR - JOHN ROWSWELL

CITY CLERK - MALCOLM WHITE

NOTICE

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CITY SOLICITOR

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da/by-laws/2010 by-laws/2010-130 Lane Closing Markretta B Sub

READ a THIRD time and finally PASSED in open Council this 8th day of November 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 – OZZIE GRANDINETTI

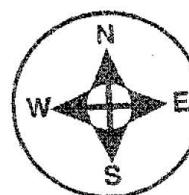
CITY CLERK - MALCOLM WHITE

da/by-laws/2010 by-laws/2010-130 Lane Closing Markretta B Sub

SCHEDULE "A"
TO BY-LAWS 2010-129 AND 2010-130

The first 20' lane lying south of Mark Street and east of Lake Street, Markretta "B" Subdivision, Plan 52553

<img alt="A black and white technical diagram of a street intersection at Lake Street and Mark Street. The diagram shows two intersecting streets with various dimensions and lane markings. Key features include:
 - **Lake Street (vertical axis):** Labeled 'Lake Street' on the left. It has four crosswalks labeled '#158', '#154', '#146', and '#142' from top to bottom.
 - **Mark Street (horizontal axis):** Labeled 'Mark Street' at the top center. It has a crosswalk labeled '#115' at the top right.
 - **Intersection:** The intersection is shown as a rectangle with a central crosswalk.
 - **Lane Dimensions:**
 - Between #158 and #154: A 'SUBJECT LANE' is indicated with a width of 10'.
 - Between #154 and #146: A 'SUBJECT LANE' is indicated with a width of 10'.
 - Between #146 and #142: A 'SUBJECT LANE' is indicated with a width of 10'.
 - Between #142 and #115: A 'SUBJECT LANE' is indicated with a width of 10'.
 - Total width between #158 and #115 is 300'.
 - Total length of the intersection is 180'.
 - **Other Labels:**
 - Lane widths: 10', 10', 10', 10', 10', 10', 10', 10', 10', 10'.
 - Crosswalk numbers: #158, #154, #146, #142, #115.
 - Lane numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 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2007,



Markretta "B" Subdivision
Plan 52552
Map 3