

# **AGENDA**

## **REGULAR MEETING OF CITY COUNCIL**

**2012 06 25**

**4:30 P.M.**

## **COUNCIL CHAMBERS**

### **1. ADOPTION OF MINUTES**

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2012 06 11 be approved.

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

### **3. APPROVE AGENDA AS PRESENTED**

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the Agenda for 2012 06 25 City Council meeting as presented be approved.

### **4. DELEGATIONS/PROCLAMATIONS**

- a) George Constable will be in attendance to receive Ontario Ministry of Citizenship and Immigration 2012 Senior of the Year award.
- b) Jennifer Muio, Events Assistant, Community Services Department will be in attendance with respect to CSD Best Practice – video displays at CSD facilities.
- c) Malcolm White, City Clerk, will be in attendance to present the City Clerk's Department 2012 budget and year-to-date financial information.
- d) Cindy Ellen Crawford, Regional Project Manager, Algoma 1812 will be in attendance concerning Algoma 1812 events.
- e) Bill Durnford, Chair, Sault Ste. Marie Economic Development Corporation Tourism Gateway Committee and Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation will be in attendance with respect to Agenda item 6.(8)(a).

## **PART ONE – CONSENT AGENDA**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that all the items listed under date 2012 06 25 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from the Federation of Northern Ontario Municipalities (support for Bill 52: Ontario Forestry Industry Revitalization Act 2012) is attached for the information of Council.
- b) Correspondence from the Town of Tillsonburg (MTO Connecting Link Funding); and Town of Minto (Source Water Protection Program) is attached for the information of Council.
- c) Correspondence from Muscular Dystrophy Canada concerning Sault Ste. Marie Professional Fire Fighters Association fundraising – \$2,693.49 is attached for the information of Council.
- d) Correspondence from the World Health Organization concerning WHO Global Network of Age-Friendly Cities and Communities is attached for the information of Council.
- e) Correspondence from the Minister of Infrastructure and Minister of Transportation concerning Reallocation of Connecting Link Funds is attached for the information on Council. *Please also refer to Agenda item 5.(r).*

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Whereas the Ministry of Transportation has approved a reallocation of \$700,000 from the City's 2010 allocation to be applied towards the Second Line East and Second Line/Pine Street intersection Connecting Link Project;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie extends its gratitude and appreciation to the Minister of Infrastructure, the Minister of Transportation, and MPP David Orazietti.

- f) Correspondence from the Chief Administrative Officer addressed to the Ontario Lottery and Gaming Corporation with respect to Modernizing Land Based Gaming is attached for the information of Council.
- g) Correspondence from the Ontario Convenience Stores Association with respect to distribution and sale of contraband tobacco is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Whereas contraband tobacco has negative public consequences and impacts such as unrestricted youth access to tobacco products, and an increase in criminal activity; and

Whereas contraband tobacco products are easily accessible in our community; and

Whereas small businesses are sometimes forced to close because of the sale of contraband tobacco; and

Whereas small business in our community and government in general stand to benefit from the institution of tougher restrictions on contraband tobacco;

Now Therefore Be It Resolved that this Council request the Mayor write a letter to the Ontario Minister of Finance in support of the Ontario Government's most recent Budget commitments to eradicate contraband tobacco through the implementation of additional regulatory, enforcement and other provisions in Bill 186 and amendments to the *Tobacco Tax Act*; particularly, in support of measures such as:

- increased fines for those convicted of offences related to contraband tobacco;
- more authority for law enforcement officials with respect to: forfeiture of items seized, and impounding of vehicles;
- drawing on the best practices of other jurisdictions and working collaboratively with the federal government and other jurisdictions to enhance contraband tobacco control through joint enforcement efforts; and

That the provincial government be encouraged to continue to strengthen their strategies to address the manufacture and supply of contraband tobacco and maintain their commitment to introduce amendments this fall to implement these measures; and

That surrounding municipalities be made aware of the actions taken by this Council to address contraband tobacco concerns.

- h) Correspondence from residents of Allen's Side Road addressed to Councillors Manzo and Krmpotich is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor J. Krmpotich

Resolved that the correspondence and petition from residents of Allen's Side Road addressed to Councillors Manzo and Krmpotich concerning reconstruction of Allen's Side Road south of Second Line be referred to Engineering staff for review and report back to Council.

- i) Letter of request for temporary street closing is attached for the consideration of Council.

- 1) Italian Festival – Cathcart Street from Hudson Street to Carmen's Way  
July 15, 2012 – from 11:00 a.m. to 12:00 midnight.

The relevant By-law 2012-128 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

j) **Cemetery By-law**

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

The relevant By-law 2012-129 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

k) **Corporate Strategic Plan 2011-2014 Progress Report #3**

A report of the Deputy City Clerk and Manager of Quality Improvement is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the Report of the Deputy City Clerk and Manager of Quality Improvement dated 2012 06 25 concerning Progress Report #3 – 2011-2014 Corporate Strategic Plan be received as information.

l) **Tender for One (1) Freestanding Modular Columbarium**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the Report of the Manager of Purchasing dated 2012 06 25 be endorsed and that the tender for the supply and delivery of one (1) Freestanding Modular Columbarium for New Greenwood Cemetery as required by the Cemeteries Division of the Public Works and Transportation Department be awarded as recommended.

m) **Tender for Supply and Installation of Twenty-six (26) Overhead Doors – City Works Centre**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the Report of the Manager of Purchasing dated 2012 06 25 be endorsed and that the tender for the supply and installation of twenty-six (26) Overhead Doors at the City Works Centre as required by the Public Works and Transportation Department be awarded as recommended.

n) **Property Tax Appeals**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that pursuant to Section 357 of the *Municipal Act, 2001*, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2012 06 25 be approved and that the tax records be amended accordingly.

**o) Miscellaneous Construction – Bridge Work – Engineering Agreements**

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

The relevant By-laws 2012-120 and 2012-121 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

**p) Miscellaneous Construction – Seawall Repairs at 711/719 Bay Street – Engineering Agreement**

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

The relevant By-law 2012-122 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

**q) 2013 Capital Road Reconstruction Plan and Update on 2011/2012 Plan**

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2012 06 25 concerning 2013 Capital Road Reconstruction Plan and update on 2011/2012 Plan be received as information; and

Further that the 2012 Capital Works Program be approved; and

Further that the Engineering Division proceed with any remaining local improvement rolls and notices for 2013 works; and

Further that in order to ensure a timely construction start, the Engineering Division report back to Council with recommendations for retaining consulting engineers for projects that will not be completed in-house.

**r) 2012 Connecting Link Funding Allocation Second Line Widening – Old Garden River Road to Pine Street**

A report of the Director of Engineering Services is attached for the consideration of Council. *Please also refer to Agenda item 5.(e).*

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Director of Engineering Services dated 2012 06 25 concerning 2012 Connecting Link Funding Allocation be received; and

Further that a maximum of \$700,000 allocated to the City of Sault Ste. Marie by the Province will be used for the specified connecting link capital improvements on Second Line East and the Second Line/Pine Street intersection; and

Further that a final project summary report detailing expenditures, use of provincial funding, and outcomes achieved be submitted to the Ministry of Transportation; and

Further that funds intended for this project that are not used in accordance with Ministry Connecting Link guidelines will be returned to the Ministry; and

Further that funds not expended by March 31, 2013 will be returned to the Province.

s) **Transportation Master Plan Update – Consultant Selection**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Design and Construction Engineer dated 2012 06 25 concerning Transportation Master Plan Update – Consultant Selection be received and that HDR Corporation be retained to conduct the update to the Transportation Master Plan.

t) **Landfill Site, Operations and Monitoring 2011 – Environmental Monitoring Committee**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Land Development and Environmental Engineer dated 2012 06 25 concerning the annual Operations and Monitoring Reports for the municipal landfill be received as information.

u) **Biofilter Project – Contract 2011-7E**

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2012 06 25 concerning biofilter project be accepted as information.

v) **Environmental Initiatives Map**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Land Development and Environmental Engineer dated 2012 06 25 concerning Environmental Initiatives Map be received and the recommendation that the Sault Ste. Marie Innovation Centre, Community Geomatics Centre complete the project at a cost of \$10,000 with funds from the Green Committee Reserve, be approved.

w) **Energy Planning Tool**

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

The relevant By-law 2012-127 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

x) **Soo Sustainable**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Environmental Initiatives Coordinator dated 2012 06 25 concerning Soo Sustainable be received as information.

y) **Policy Regarding Surplus Municipal Properties**

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

The relevant By-law 2012-126 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

z) **Request to Have Water Lot Abutting 1009 Queen Street East Declared Surplus to the City's Needs**

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

The relevant By-law 2012-126 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

aa) **Public Works and Transportation – Operations Division – Surface Treatment Program – 2012**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2012 06 25 concerning Surface Treatment Program 2012

be received as information and that the 2012 program be awarded to Ellwood Robinson Limited.

## **PART TWO – REGULAR AGENDA**

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

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**

#### **a) Digital Signs By-law**

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 25 concerning the Digital Signs By-law be received and that City Council defers approval of the Digital Signs By-law and extends the current moratorium on digital signage to September 24, 2012; and

That City Council authorize the Committee to have the proposed Digital Signs By-law reviewed by the Transportation Master Plan Consultant.

#### **b) Application No. A-13-10-T – Premiere Landscaping and Garden Centre Inc. – 1151 Second Line West**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Planning Division dated 2012 06 25 concerning Application No. A-13-10-T filed by Premiere Landscaping and Garden Centre Inc. – 1151 Second Line West be received and that City Council accepts the applicant's request to withdraw this application.

#### **c) Application No. A-16-12-Z – Minor Amendments to Zoning By-law 2005-150**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 25 concerning Application No. A-16-12-Z filed by the City of Sault Ste. Marie – Minor Amendments to Zoning By-law 2005-150 be received and that City Council approves the proposed minor amendments outlined in this report.

d) **Application No. A-20-12-OP – Scott McLeod – 740 Fifth Line East**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Planning Division dated 2012 06 25 concerning Application No. A-20-12-OP – filed by Scott McLeod – 740 Fifth Line East be received and that City Council denies the request to amend the Official Plan in order to create an additional rural residential lot.

(7) **PUBLIC WORKS AND TRANSPORTATION**

(8) **BOARDS AND COMMITTEES**

a) **Sault Ste. Marie Economic Development Corporation – Management Plan and Destination / Attraction Development Business Plan – Gateway Site**

A report of the Sault Ste. Marie Economic Development Corporation Tourism Gateway Committee is attached under separate cover.

A report of the Chief Administrative Officer dated 2012 06 25 concerning Management Plan and Destination / Attraction Development Business Plan – Gateway Site is attached for the consideration of Council. Also attached is correspondence from Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation for the information of Council.

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that Sault Ste. Marie Economic Development Corporation Tourism Gateway Committee Management Plan and Destination / Attraction Development Business Plan – Gateway Site be received as information and referred to appropriate City staff for review and report back to Council with recommendations for appropriate next steps.

b) **PUC Inc. – Draft Submission to the Sector Review Panel by the Corporation of the City of Sault Ste. Marie**

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the PUC Inc. concerning submission to the Sector Review Panel be received and further that PUC Inc. be authorized to make said submission on behalf of the Corporation of the City of Sault Ste. Marie.

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Whereas the Los Angeles Kings recently won the Stanley Cup, the first one in their 45 year existence; and

Whereas Jordan Nolan from Garden River and a former Soo Greyhound was part of the Stanley Cup Championship team; and

Whereas the Nolan family has a long history with hockey in Sault Ste. Marie particularly the Soo Greyhounds where Jordan's dad, Ted coached the Hounds to a Memorial Cup win in 1993;

Now Therefore Be It Resolved the City of Sault Ste. Marie congratulates Jordan Nolan on his accomplishment of winning the Stanley Cup.

**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 TO BE PASSED which do not require more than a simple majority.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that all by-laws listed under Item 10 of the AGENDA under date June 25, 2012 be approved.

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

By-laws before Council TO BE PASSED which do not require more than a simple majority.

**AGREEMENTS**

**a) 2012-120**

A by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for 2012 Biennial Bridge Inspections in fulfillment of a mandated bridge inspection requirement.

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

- b) **2012-121**  
A by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for predesign, geotechnical work and environmental assessments for replacement of four single lane bridges on perimeter roads to be shared equally with Prince Township.

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

- c) **2012-122**  
A by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for the design and construction inspection of interim repairs to the seawall in front of 719 Bay Street.

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

- d) **2012-123**  
A by-law to authorize the execution of a Letter of Agreement between the City and the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

- e) **2012-127**  
A by-law to authorize the execution of a Service Agreement between the City and Local Authority Services Limited for the Energy Planning Tool.

A report from the Environmental Initiatives Coordinator is on the agenda.

## **CEMETERIES**

- f) **2012-129**  
A by-law to provide regulations for the operation of all municipal cemeteries, crematoriums and mausoleums for the City of Sault Ste. Marie and to repeal By-law 99-208.

A report from the City Clerk is on the agenda.

## **DEVELOPMENT CONTROL**

- g) **2012-125**  
A by-law to designate the lands located at 131 Second Line East an area of site plan control.

## **PROPERTY**

### **h) 2012-126**

A by-law to re-establish procedures, including the giving of notice to the public governing the sale of surplus real property owned by the Municipality.

A report from the City Solicitor is on the agenda.

## **TEMPORARY STREET CLOSING**

### **i) 2012-128**

A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 15, 2012 to facilitate the Italian Festival.

## **ZONING**

### **j) 2012-124**

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 131 Second Line East.

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

## **13. ADDENDUM TO THE AGENDA**

## **14. ADJOURNMENT**

Mover: Councillor J. Krmpotich  
Seconder: Councillor S. Butland

Resolved that this Council now adjourn.

# **MINUTES**

## **REGULAR MEETING OF CITY COUNCIL**

**2012 06 11**

**4:30 P.M.**

## **COUNCIL CHAMBERS**

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

**Absent:** Mayor D. Amaroso, Councillor F. Manzo

**Officials:** J. Fratesi, R. Tyczinski, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, P. Tonazzo, T. Reid

### **1. ADOPTION OF MINUTES**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2012 05 28 be approved. CARRIED

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

### **3. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Agenda and Addendum #1 for 2012 06 11 City Council meeting as presented be approved. CARRIED

#### **4. DELEGATIONS/PROCLAMATIONS**

- a) Paul Bolan, Bio-Forest Technologies was in attendance concerning agenda item 5.(n).
- b) Ross Viotto and John McDonald, Tulloch Engineering were in attendance concerning agenda item 6.(6)(a).
- c) Adam Kinuunen, Nadene House were in attendance concerning agenda item 6.(6)(a).

### **PART ONE – CONSENT AGENDA**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2012 06 11 – Part One – Consent Agenda be approved as recommended save and except Agenda item 5.(i) and 5.(n). CARRIED

- a) Correspondence from OGRA was received by Council.
- b) Correspondence from the Township of Cockburn Island (congratulating the City on its 100<sup>th</sup> Anniversary); the Regional Municipality of Peel (concerning Provincial Action Plan for Health Care); the Regional Municipality of Halton (concerning Universal Influenza Immunization Program); and the Municipality of Clarington (concerning Regulations for the Movement of Commercial Fill) was received by Council.
- c) Correspondence from the Canadian Red Cross (concerning home maintenance snow removal program) was received by Council.
- d) Letters of request for temporary street closings were received by Council.
  - 1. Rotaryfest 2012 – Russ Ramsay Way – south of the entrance to the Seniors Drop-In Centre parking lot, Foster Drive east of the Civic Centre south parking lot – July 21, 2012 from 7:00 a.m. to 5:30 p.m.  
Rotary Day Parade – Bay Street from Brock Street to Pim Street; lower Pim Street from Bay Street to Queen Street – July 21, 2012 from 9:00 a.m. to 12:00 p.m. – Queen Street East from Pim Street to Gore Street – July 21, 2012 from 10:00 a.m. to 1:00 p.m.  
Tenaris Second Stage – Queen Street between East Street and Brock Street – July 20, 2012 from 3:00 p.m. to 11:00 p.m. and July 21, 2012 from 1:00 p.m. to 12:00 a.m.

2. Downtown Days – Queen Street from East Street to Dennis Street – July 19, 2012 from 6:00 p.m. to 11:00 p.m.
3. Buskerfest – Queen Street from East Street to Brock Street – August 10, 2012 from 3:30 p.m. to 11:00 p.m.; August 11, 2012 from 11:00 a.m. to 11:00 p.m. and August 12, 2012 from 11:00 a.m. to 7:00 p.m.

The relevant By-laws 2012-111, 2012-115 and 2012-116 are listed under Item 10 of the Minutes.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that City Council approves the use of Clergue Park and John Rowswell Park green space (July 14, 2012 through July 22, 2012); the Civic Centre north green space (July 14, 2012 through July 22, 2012); and the Civic Centre north and south parking lots (July 20, 2012 and July 21, 2012) for events in conjunction with Rotaryfest 2012. CARRIED

e) **AMO Board of Directors Nomination**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that Councillor Turco be nominated by the City of Sault Ste. Marie to the Association of Municipalities of Ontario (AMO) Board of Directors – Large Urban Caucus for a two year term (2012 – 2014). CARRIED

f) **Community Theatre Centre Management Board Nomination**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Ben Pritchard be nominated as a member of the Community Theatre Centre Management Board of Directors for the period May 30, 2012 to May 30, 2014. CARRIED

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

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2012 06 11 be endorsed and that the tender for the supply of Ready-Mix Concrete as required during the 2012 construction season by the Public Works and Transportation Department be awarded as recommended. CARRIED

h) **Property Tax Appeals**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2012 06 11 be approved and that the tax records be amended accordingly.  
CARRIED

i) **Dog Park and Gravity Park Projects**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner of Community Services dated 2012 06 11 concerning Dog Park and Gravity Park Projects be received and that the appropriate staff be directed to resume reporting to City Council on these projects. CARRIED

j) **Contract 2012-7E – Peoples Road Resurfacing – Everett Road to Third Line East – Airport Road – Base Line to Airport Entrance**

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

The relevant By-law 2012-113 is listed under Item 10 of the Minutes.

k) **Contract 2012-8E – Miscellaneous Construction/Paving**

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

The relevant By-law 2012-114 is listed under Item 10 of the Minutes.

l) **Potential Sale of City Owned Property Adjacent to 158 Sackville Road**

The report of the City Solicitor was received by Council.

The relevant By-law 2012-118 is listed under Item 10 of the Minutes.

m) **Licence of Occupation Between the City and Jennifer Meagan Bellerose and Stephen Russell Alexander Abutting 1097 Queen Street East**

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

The relevant By-law 2012-119 is listed under Item 10 of the Minutes.

n) **Emerald Ash Borer Treatment Program – 2012**

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

Moved by: Councillor P. Mick  
Seconded by: Councillor B. Watkins

That motion under agenda item 5.(n) be amended by adding the words "for a one year period" after the words "sole-sourced" and before the words "to provide" and to delete the words "further that Bio-Forest Technologies Inc. be approved for future EAB injection programs subject to program evaluation and annual budget approval". CARRIED

Mover: Councillor F. Manzo  
Seconder: Councillor S. Butland

Resolved that the report of the Deputy Commissioner, Public Works and Transportation concerning Emerald Ash Borer Treatment Program – 2012 be received and that BioForest Technologies Inc. be sole-sourced to provide and administer injections to City ash trees; further that BioForest Technologies Inc. be approved for future EAB injection programs subject to program evaluation and annual budget approval. AS AMENDED – CARRIED

**o) Hub Trail Signage Update – Distance Marker Signs**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 11 concerning Hub Trail Signage Update – Distance Marker Signs be received as information. CARRIED

## **PART TWO – REGULAR AGENDA**

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

**(1) ADMINISTRATION**

**(2) COMMUNITY SERVICES DEPARTMENT**

**(3) ENGINEERING**

**(4) FIRE**

**(5) LEGAL**

**(6) PLANNING**

**a) Application No. A-19-12-Z – Ross Viotto – 131 Second Line East**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Planning Division dated 2012 06 11 concerning Application No. A-19-12-Z filed by Ross Viotto – 131 Second Line East be received and that City Council approve the request to rezone the subject property from "PR" (Parks and Recreational Zone) to "R2.S" (Single Detached Residential Zone) with a Special Exception prohibiting access to Second Line East; and

Further Be It Resolved that Council pass a Holding Provision by-law with respect to the subject property pursuant to Section 36 of the Planning Act. The removal of the holding provision would be conditional upon Council's satisfaction that the issues contained in the report are addressed by a geotechnical specialist, whose credentials must be approved by the Commissioner of Engineering and Planning or designate prior to commencing with the Geotechnical Study; and

Further Be It Resolved that the property be designated subject to site plan control. CARRIED

Pecuniary Interest – Councillor Watkins – owns abutting property.

**(7) PUBLIC WORKS AND TRANSPORTATION**

**(8) BOARDS AND COMMITTEES**

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

a) Moved by: Councillor S. Butland

Seconded by: Councillor S. Myers

That terms of the procedural by-law be suspended to permit the Acting Mayor to remain in the Chair while a motion moved by him is under consideration. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor S. Butland

Whereas the local non-profit organization for the Kidney Foundation of Canada operates under the name of Kidney Clothes; and

Whereas Kidney Clothes raises money for kidney disease research by collecting used clothing at some 35 drop off boxes throughout the City of Sault Ste. Marie; and

Whereas each year they divert more than 2 million pounds from the City's landfill site through their recycling program; and

Whereas each month Kidney Clothes pays anywhere from \$200 to \$300 per month in landfill fees to discard broken furniture and other non-sellable items which are left at the drop off boxes by people looking to avoid paying landfill fees;

Now Therefore Be It Resolved that the appropriate City staff be requested to review and report back to Council on the impact of possible reductions in landfill fees for Kidney Clothes and other similar organizations seeking to offset the cost of discarding non-useable items left at their drop off boxes. 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 J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that all by-laws listed under Item 10 of the Agenda and Addendum #1 under date June 11, 2012 be approved. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2012-105 being a by-law to adopt Amendment No. 186 to the Official Plan for the City of Sault Ste. Marie (680 Fifth Line East) be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2012-108 being a by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Community Policing Partnerships (CPP) Program effective April 1, 2012 to March 31, 2014 be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Pecuniary Interest – Councillor Turco – family member employed by Police Services.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2012-109 being a by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board to renew the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program effective April 1, 2012 to March 31, 2014 be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Pecuniary Interest – Councillor Turco – family member employed by Police Services.

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-110 being 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 be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-111 being a by-law to permit the temporary closing of various streets to facilitate Rotaryfest 2012 from July 19<sup>th</sup> until July 21<sup>st</sup>, 2012 be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-112 being a by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2012 be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-113 being a by-law to authorize a contract between the City and Pioneer Construction Inc. for the resurfacing of Peoples Road and Airport Road (Contract 2012-7E) be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-114 being a by-law to authorize a contract between the City and Ellwood Robinson Limited for the resurfacing of Bruce Street from Wellington Street to Salisbury Avenue and Allen Side Road from Third Line West to 1200 meters north (Contract 2012-8E) be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-115 being a by-law to permit the temporary closing of Queen Street East from Pilgrim Street to Dennis Street for the purpose of Downtown Days be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-116 being a by-law to permit the temporary closing of Queen Street East from East Street to Brock Street to facilitate the 2012 Buskerfest be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-117 being a by-law to prohibit vendors from locating on or near the Buskerfest grounds on Queen Street East from East Street to Brock Street be PASSED in open Council this 11<sup>th</sup> day of June, 2012.  
CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-118 being a by-law to authorize the sale of surplus property located adjacent to 158 Sackville Road to S & T Electrical Contractors Limited be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland  
Resolved that By-law 2012-119 being a by-law to authorize a Licence Agreement between the City and Jennifer Meagan Bellerose and Stephen Russell Alexander for the use of a portion of the City owned land abutting 1097 Queen Street East, Sault Ste. Marie, Ontario be PASSED in open Council this 11<sup>th</sup> day of June, 2012. CARRIED

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

Resolved that Council shall now go into Caucus as shareholder of PUC Inc. concerning:

1. security of property of the municipality;

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

**12. ADDENDUM TO THE AGENDA**

**13. ADJOURNMENT**

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor P. Christian  
Resolved that this Council now adjourn. CARRIED

---

**MAYOR**

---

**CITY CLERK**

# *Senior of the Year Award*



Ontario

# *Prix de la personne âgée de l'année*

Presented to / Décerné à

## **George Constable**

by the Municipality of / par la municipalité de

## **Sault Ste. Marie**

*In recognition of your outstanding contributions to your community after age 65.*

*En reconnaissance de la contribution exceptionnelle apportée à votre collectivité après 65 ans.*

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

The Honourable Linda Jeffrey  
Minister Responsible for Seniors

L'honorable Linda Jeffrey  
Ministre déléguée aux Affaires  
des personnes âgées

A handwritten signature in black ink, appearing to read "David C. Onley".

The Honourable David C. Onley  
Lieutenant Governor of Ontario

L'honorable David C. Onley  
Lieutenant-gouverneur de l'Ontario

A handwritten signature in black ink, appearing to read "Head of Council".

Head of Council

President (e) du conseil

4(a)

# FONOM

The Federation of Northern Ontario Municipalities

Open letter to all Members of the Ontario Legislature

June 8, 2012

Dear Member of Provincial Parliament:

## SUPPORT FOR BILL 52: ONTARIO FORESTRY INDUSTRY REVITALIZATION ACT, 2012

The Federation of Northern Ontario Municipalities is pleased to provide this letter of support for Bill 52: Forestry Industry Revitalization Act, 2012.

Bill 52 presents an opportunity to help revive the struggling forest industry by amending the Building Code to facilitate greater use of wood in buildings by increasing the maximum height limit of wood frame buildings from four to six storeys. Creating demand for Ontario's wood products supports the forest industry – a key economic sector of the province. By increasing opportunities to build with wood from Ontario's sustainable managed forests, the proposed code changes support forest industry jobs and forest dependent communities.

The addition of light wood-frame for mid-rise construction will increase competitiveness in the Ontario construction industry. According to developers, architects and engineers, the key features of mid-rise light wood-frame structures that reduce construction cost include: lower labour and material costs, reduced construction time, improved quality through off-site fabrication, wider range of labour available, ease of running services and improved productivity levels. Some developers have speculated on wood offering up to a 20% discount on traditional construction costs.

Furthermore, we would like to take the opportunity to remind you that wood is the only renewable construction material. The expanded use of wood is good for the environment because it captures and stores carbon dioxide from the atmosphere that would be released back into the air if the trees are burned or decomposed. In addition, an increase in demand for wood will encourage further forestation and those tree seedlings will continue to capture carbon dioxide as they grow.

We encourage you to support this important legislation and in so doing support the revitalization of the Ontario forest industry.

Sincerely,

  
ALAN SPACEK  
President

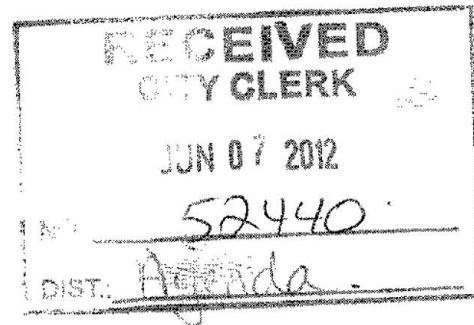
5(b)



The Corporation of the Town of Tillsonburg

May 23, 2012

Bob Chiarelli  
Minister of Transportation  
3rd Floor, Ferguson Block,  
77 Wellesley Street West  
Toronto, ON M7A 1Z8



**RE: COUNCIL Resolution – MTO Connecting Link Funding**

At the Tillsonburg Town Council Meeting of May 12, 2012, Council passed the following resolution:

**RESOLVED THAT** the Town of Tillsonburg advise the MTO of our disappointment regarding the lack of connecting link funding.

**FURTHER RESOLVED THAT** the resolution be forwarded to area MPP's, other Municipalities affected by the connecting link, the Premier, Opposition Leaders and AMO.

If you have any questions, please do not hesitate to contact me at 688-3009 Ext. 3224

Regards,

Donna Wilson  
Clerk  
Development & Communication Services  
Town of Tillsonburg  
200 Broadway, 2nd Floor, Suite 204  
Tillsonburg, ON N4G 5A7  
Phone: 519-688-3009 Ext. 3224  
Fax: 519-842-9431  
[www.tillsonburg.ca](http://www.tillsonburg.ca)

---

**CORPORATE OFFICE**

200 Broadway, 2<sup>nd</sup> Floor, Tillsonburg, Ontario, N4G 5A7, Telephone (519) 688-3009, Fax (519) 842-9431  
[www.tillsonburg.ca](http://www.tillsonburg.ca)



June 6<sup>th</sup>, 2012

The Honourable James J. Bradley  
Minister of the Environment  
77 Wellesley Street West  
11<sup>th</sup> Floor, Ferguson Block  
Toronto, ON M7A 2T5

Dear Sir:

**RE: SOURCE WATER PROTECTION PROGRAM**

At a meeting held on June 4, 2012, the Council of the Town of Minto approved the following Resolution # 140-12:

WHEREAS the Province of Ontario initiated the Source Water Protection Program in 2007 with a view to developing policies to protect sources of drinking water and since then economic and regulatory conditions have changed considerably;

AND WHEREAS municipalities have implemented extensive changes to water treatment processes from top to bottom through the Drinking Water Quality Management System to ensure a consistent and safe water supply for all users;

AND WHEREAS in the course of four years detailed technical assessments have been completed for 40 Source Protection Areas governed by 19 Committees with local representation and that public information and outreach has been considerable yet public understanding of the impact of the regulatory approach is minimal;

AND WHEREAS Source Protection Plans have been prepared in draft form and provided for agency review often with a confusing array of policies, options and references to existing legislation in some cases where processes and approvals are already in place, and that approach will lead to less than effective implementation and duplication;

AND WHEREAS in some cases small rural municipalities may have more than one Source Protection Plan to implement which adds to the complexity of implementation and most smaller municipalities do not currently have resources or expertise on staff to effectively review the policies or to act as

5941 Highway #89  
Harriston, Ontario  
N0G 1Z0

tel: 519-338-2512  
fax: 519-338-2005

[www.town.minto.on.ca](http://www.town.minto.on.ca)

RECEIVED  
JUN 12 2012  
MAYOR'S OFFICE

Risk Management Officials, and the cost of such will be added to the cost of water users;

NOW THEREFORE the Council of the Town of Minto respectfully requests the Minister of Environment consider the following actions:

1. Receive the Source Protection Plans from the 40 Source Protection Areas and forward them to the Minister of Municipal Affairs for inclusion in the Five Year Review of the Provincial Policy Statement.
2. Once the updated Provincial Policy is approved, require all municipalities' to amend official plan and zoning by-laws within three years so as to be consistent with Provincial Policy and to protect the most vulnerable areas identified in the applicable Source Water Protection Plan from future land uses that pose a threat to the drinking water.
3. Require municipalities to develop by 2015 educational materials based on templates to be supplied by the Province for landowners, farmers, businesses, developers and others to consider when using lands within vulnerable areas identified in the Source Protection Plan.
4. That the Province works with municipalities over the next three years to develop a cost effective strategy to implement streamlined risk management plans to protect vulnerable areas around municipal water systems keeping in mind resources and expertise available and the anticipated cost to water users and further;

THAT the resolution be sent to the Premier of Ontario, Minister of Environment, Minister of Municipal Affairs and Housing, MPP Randy Pettapiece and municipalities across Ontario.

Thank you for your attention to this matter.

Yours truly,



Bill White  
CAO/Clerk

BW/am

cc The Honourable Dalton McGuinty, Premier of Ontario  
The Honourable Kathleen Wynne, Minister of Municipal Affairs & Housing  
Randy Pettapiece, M.P.P., Perth Wellington  
Saugeen, Grey Sauble, Northern Bruce Peninsula Drinking Water  
Source Protection  
Ausable Bayfield Maitland Valley Drinking Water Source Protection  
All Municipalities across the Province of Ontario  
Mayor and Council of the Town of Minto



Dystrophie  
musculaire Canada

May 31, 2012

Sault Ste. Marie Professional Fire Fighters Association  
C/O Randy Richards, Muscular Dystrophy Chairperson  
21 Victoria Ave.  
Sault Ste. Marie, ON P6A 3J6

Dear Randy,

Last year Canadian Fire Fighters raised \$2.9 million for Canadians affected with muscular dystrophy and we are thrilled to inform you Ontario Fire Fighters raised more than 40% of that amount. The combined efforts of 262 Ontario Fire Departments/Associations and their members raised \$1,161,000 during our past fiscal year which ran April 1<sup>st</sup>, 2011 - March 31<sup>st</sup>, 2012. Congratulations!

Thank you to the members of Sault Ste. Marie Professional Fire Fighters Association for your dedication and commitment. Your generous gift of \$2,693.49 during this past year is helping to change the lives of those affected. Because of our support, our organization was able to assist families across Canada in the areas of support, education, equipment, advocacy and research.

Fire Fighters have been a part of Muscular Dystrophy Canada for over 55 years and have pledged their support until a cure is found. Fire Fighter fundraising continues to be our largest and most significant source of revenue and we are proud to be affiliated with you. To date Canadian Fire Fighters have raised over \$70 million. We are so fortunate to have you on our team.

Again, on behalf of Muscular Dystrophy Canada and the thousands of Canadians affected, thank you! Should you have any questions or if I can be of any assistance, please do not hesitate to contact me at (613) 232-7334 / 1-866-337-3365 ext. 225 or e-mail [pamela.musgrave@muscle.ca](mailto:pamela.musgrave@muscle.ca).

Warmest Regards,

Pamela Musgrave  
Senior Regional Manager

CC: Mayor Debbie Amaroso, City of Sault Ste. Marie  
Rob Greve, Association President

**RECEIVED**  
JUN 11 2012  
**MAYOR'S OFFICE**

Ontario & Nunavut Region, Ottawa Community Office:

150 Isabella St. Suite 215, Ottawa, ON K1S 1V7  
T 613.232.7334 1.866.337.3365 F 613.567.2288 W [muscle.ca](http://muscle.ca)

A SPECIAL THANKS TO FIRE FIGHTERS AND CHAPTER VOLUNTEERS FOR THEIR OUTSTANDING WORK IN MOVING MUSCLES FOR MORE THAN 50 YEARS.  
Taxation Charity Registration Number | 10775 5837 RR0001



# World Health Organization

20, AVENUE APPIA - CH-1211 GENEVA 27 - SWITZERLAND - TEL CENTRAL +41 22 791 2111 - FAX CENTRAL +41 22 791 3111 - WWW.WHO.INT

5(d)

Tel. direct: +41 22 791 3405  
Fax direct: +41 22 791 4839  
E-mail : gnafcc@who.int

In reply please  
refer to: ALC/AFC/JB/LW

Your reference: GNAFCC/ 022/2012

Mayor Debbie Amaroso  
PO BOX 580  
99 Foster Drive  
Sault Ste. Marie  
ONTARIO, P6A 5N1  
CANADA

RECEIVED  
JUN 19 2012  
MAYOR'S OFFICE

8 June 2012

## **WHO Global Network of Age-friendly Cities and Communities (GNAFCC)**

Dear Ms. Amaroso,

I am very pleased to welcome the Corporation of the City of Sault Ste. Marie as a new member of the WHO Global Network of Age-friendly Cities and Communities (GNAFCC). As a member, you will be part of a growing global movement of cities and communities that are striving to better meet the needs of their older residents.

Please find enclosed the official WHO Certificate of Membership.

Members of the Network are of different sizes and situated in countries at various stages of economic development. They join at different phases of the Network Cycle. However, they all share a commitment to create urban environments that foster healthy and active ageing. We believe that every city and community can learn from the experience of others. We encourage you to use the Network to share your experience and to exchange ideas and good practice with other members. We hope to develop the Network as a truly outstanding vehicle to stimulate the global connections that will help this to occur.

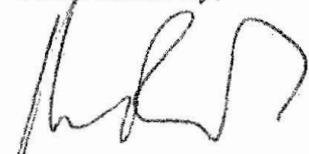
In order to facilitate the exchange of information and communication between cities and communities across the world, we are currently developing a new website. It will allow each Network member to create a profile, upload information and exchange with others in discussion forums and communities of practice. We will contact you soon with information about how to register.

.../...

If you have any questions relating to the Network or if you would like to inform us about your activities, please contact Lisa Warth at [gnafcc@who.int](mailto:gnafcc@who.int) or by phone on +41 22 791 3379.

We are confident that older residents in your city will benefit from your efforts, and we look forward to your active participation in the Network.

Yours sincerely,



Dr John Beard  
Director, Department of Ageing and Life Course

World Health  
Organization

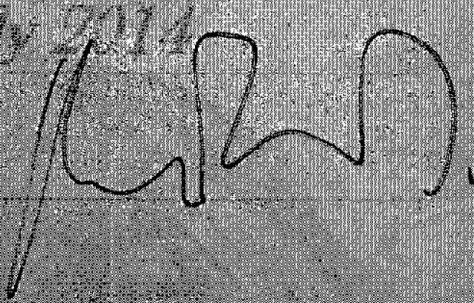
# WHO Global Network of Age-friendly Cities

This is to certify that the city of

**Sault Ste. Marie**

has been accepted as a member of the  
World Health Organization's  
Global Network of Age-friendly Cities<sup>®</sup>

This certificate is valid until

July 2014  


Dr. John Beard - Director  
Department of Ageing and Life Course  
World Health Organization, Geneva, Switzerland

Ministry of Infrastructure

Ministry of  
Transportation

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
416-327-9200  
[www.ontario.ca/infrastructure](http://www.ontario.ca/infrastructure)  
[www.mto.gov.on.ca](http://www.mto.gov.on.ca)

Ministère de l'Infrastructure

Ministère des  
Transports

Bureau du ministre

Édifice Ferguson, 3<sup>e</sup> étage  
77, rue Wellesley ouest  
Toronto (Ontario)  
M7A 1Z8  
416-327-9200  
[www.ontario.ca/infrastructure](http://www.ontario.ca/infrastructure)  
[www.mto.gov.on.ca](http://www.mto.gov.on.ca)



JUN 13 2012

Her Worship Debbie Amaroso  
Mayor  
City of Sault Ste. Marie  
PO Box 580  
Sault Ste. Marie, Ontario P6A 5N1

Dear Mayor Amaroso:

**Re: Reallocation of Connecting Link Funds**

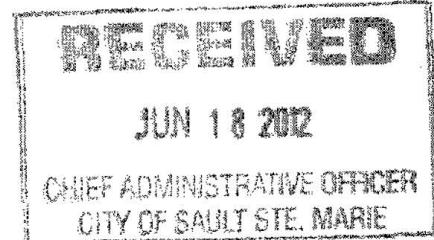
The Ministry of Transportation is pleased to advise you that the City of Sault Ste. Marie has been approved to reallocate \$700,000 from your 2010 allocation towards your connecting link project, specifically:

Project Location	Project Description	Maximum Allocation
Highway 17, Second Line East and Second Line/Pine Street Intersection	Widening and Reconstruction	\$700,000

The subsidy rate for this connecting link project in 2012 is 75%, to a maximum of \$700,000.

In order to receive funding the province requests the following information:

- An authorizing by-law/council resolution which should be dated no later than August 31, 2012. The by-law/council resolution should reference:
  - That a maximum of \$700,000 allocated to the City of Sault Ste. Marie by the province will be used for the specified Connecting Link capital improvements on Second Line East and Second Line/Pine Street Intersection.
  - That a final project summary report detailing expenditures, use of provincial funding, and outcomes achieved shall be attested by the Chief Administrative Officer and submitted to the ministry. In addition the ministry may request an independent audit of the project.



- 2 -

Any funds intended for this project that are not used in accordance with ministry Connecting Link guidelines or the terms outlined above will be returned to the ministry.

- Completion of Project: Funds not expended by March 31, 2013 will be returned to the province.

In addition the following reporting and accountability provisions will apply to this transfer:

Types of eligible expenditures:

- Costs directly related to the above noted connecting link project, provided the expenditures are necessary and prudent to achieve this project.
- Eligible works shall be determined as per the existing Connecting Link Guidelines and eligibility requirements.

Requirement for future reporting:

- A final summary report detailing total costs, types of expenditures, use of provincial funding, and specific outcomes achieved shall be submitted to the ministry within three months of project completion or complete use of funds.
- Project is to be completed by March 31, 2013
- This report would include information that is to be reported on for eligible works as per the existing Connecting Link Guidelines and will be subject to review by MTO staff.
- This report should be submitted to:

Manager, Operations Office  
Ministry of Transportation  
Operations Office  
301 St. Paul Street – 2nd Floor South  
St. Catharines, Ontario  
L2R 7R4  
Fax 905-704-2777

Additional Information to be provided:

- Upon completion of your project pre award design and tender package, please provide a copy to your local ministry office.
- Other written periodic reports and information as may be requested by the Province of Ontario.

Right to independent verification/audit:

- The Province reserves the right to verify or audit any information submitted for completeness and accuracy, and to ensure that funds were used on eligible expenditures and for the purpose intended.

- 3 -

Right to recover funds:

- The Province reserves the right to recover up to and including the amount of funds provided, if it is determined that the funds provided were not used, or will not be used, for the intended purpose.

I am pleased to be able to work co-operatively with your community in providing assistance towards the funding of this important project.

For questions related to the information provided above, administrative details for the completion of this, or to inform the ministry of any change in the above noted project, please contact your local Ministry of Transportation Office.

Sincerely,



Bob Chiarelli  
Minister

c: Carol Layton, Deputy Minister  
David Orazietti, MPP, Sault Ste. Marie  
 Joseph Fratesi, CAO

5(f)

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



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

2012 06 14

Mr. Larry Flynn, Senior Vice President of Gaming

Mr. Samuel Heath, Vice President, Strategy

Ontario Lottery and Gaming Corporation

4120 Young Street, Suite 500

Toronto Ontario M2P 2B8

Gentlemen:

On behalf of the community, thank you for holding the OLG Northern Ontario Regional Information Session in Sault Ste. Marie last Friday, June 8, 2012. The session was most informative and we are grateful that OLG is accepting input from municipalities that will help form the basis for the Modernizing Land Based Gaming in Ontario RFP. In this regard, Sault Ste. Marie would like private sector operators considering taking over the casino in the community to know the following:

- **Sault Ste. Marie is Very Supportive of Gaming** - With both an OLG casino and OLG head office located in the community since 1987, Sault Ste. Marie has been in the past and will continue to be in the future very supportive of gaming! It understands casinos and gaming environment and has the human resources to support them.
- **Desire for a Permanent Structure** - Since opening in 1999, the Sault Ste. Marie casino facility has been housed in a temporary structure consisting of pre-engineered stressed membrane that can be dismantled, reconfigured and re-erected in a short period of time. Over the course of its life, there have been a number of renovations to this structure. The community has long sought a permanent structure for its casino. Understandably, it would be the community's preference that a private sector operator who is considering operating the Sault Ste. Marie Casino would establish a permanent structure in the foreseeable future.

- **Opportunity to Imbed a Casino** - As noted at the OLG information session, the new trend for casinos is to imbed them into the existing community environment such as a downtown centre, a mall, etc. Sault Ste. Marie would like potential private sector operators considering this community to know that there are currently a number of opportunities that would in fact imbed a casino into just such an environment. For example, the existing casino facility is adjacent to city owned property that has been designated as the site of a proposed tourism destination attraction to be complemented by other mixed land-use and buildings including retail, commercial, residential and public space for recreational and leisure activities. In addition, an adjacent industrial property, which housed a paper mill, is being decommissioned and the new owners of this property are currently looking at a variety of complementary uses including condominiums, apartments, commercial, office and retail space along with institutional uses.
- **Opportunity to Attract the Casual Player** - As noted at the OLG information session, OLG is endeavouring to attract the casual player. The current casinos competing with the Sault casino for the casual player are casinos located on First Nations land in the United States. None of these casinos are imbedded and none are particularly well situated for attracting the casual player from Ontario. Sault Ste. Marie would like the potential private sector operators considering the Sault to know that there is the opportunity to attract the casual player.

Thank you for the opportunity to provide input. We look forward to working with OLG as part of this process.

Respectfully submitted,



JMF:bb

Joseph M. Fratesi  
Chief Administrative Officer

Cc: David Orazietti, MPP, Sault Ste. Marie  
Tom Marinelli, Executive V.P., Chief Transformation & Information Officer, OLG  
Jake Pastore, Manager, Government & Municipal Relations, OLG  
Debbie Amaroso, Mayor, Sault Ste. Marie  
Members of City Council, Sault Ste. Marie  
Tom Dodds, CEO, Sault Ste. Marie, Economic Development Corporation  
Greg Punch, President, Board of Directors, EDC

**Rachel Tyczinski**

**From:** Renee Wysynski  
**Sent:** June 20, 2012 11:39 AM  
**To:** Rachel Tyczinski  
**Subject:** FW: Ontario Convenience Stores Association -Deputation Request June 25, 2012  
**Attachments:** Contraband Tobacco - The Facts.doc

---

**From:** Dave Bryans [mailto:[bryans@conveniencesstores.ca](mailto:bryans@conveniencesstores.ca)]  
**Sent:** June 19, 2012 3:28 PM  
**To:** Dave Bryans  
**Subject:** Ontario Convenience Stores Association -Deputation Request June 25, 2012

Dear Members of City Council,

On behalf of the Ontario Convenience Store Association (OCSA) and the many convenience store retailers in Sault Ste. Marie, I would like to address a serious problem impacting not only small businesses in the community, but the safety and security of your residents. The Ontario Convenience Stores Association (OCSA) represents over 10,000 convenience stores across our province, which employ 75,000 retailers. There are over 50 OCSA members in Sault Ste. Marie, representing independent store owners as well as major chains such as Macs', Husky, Petro Canada, Esso, McDougall Fuels and many others .

The distribution and sale of contraband tobacco affects all Canadians. The initiative to stop the sale of contraband tobacco has generated from the concerns of our retailers across the province, given its significant impact on our small businesses. The availability of cheap cigarettes through contraband trafficking drives the market underground, resulting in uncollected tax revenue for governments and detrimental economic impacts on our small business owners and operators.

The distribution and sale of contraband tobacco is a growing concern throughout Ontario. Given that Sault Ste. Marie is a port of entry from the United States as well as its proximity to smoke shacks, the flow of contraband tobacco can easily be purchased by your citizens.

Not only does the sale of contraband hurt small business and government through tax evasion, it contributes to organized crime schemes and the deterioration of community safety. It is a serious public safety concern that must be addressed at all levels.

The health and safety of our young people is also at risk. Contraband is typically sold at very low cost and without age verification checks, making it easily accessible to underage youth. I look forward to the opportunity to address the Council on June 25, 2012

---

**PROPOSED MOTION FOR ADOPTION BY SAULT STE. MARIE CITY COUNCIL**

WHEREAS Contraband tobacco has negative public consequences and impacts such as unrestricted youth access to tobacco products, and an increase in criminal activity

AND WHEREAS contraband tobacco products are easily accessible in our community;

AND WHEREAS small businesses are sometimes forced to close because of the sale of contraband tobacco;

AND WHEREAS small business in our community and government in general stand to benefit from the institution of tougher restrictions on contraband tobacco;

THEREFORE be it resolved that this Committee request the Mayor write a letter to the Ontario Minister of Finance in support of the Ontario Government's most recent Budget commitments to eradicate contraband tobacco through the implementation of additional regulatory, enforcement and other provisions in Bill 186 and amendments to the Tobacco Tax Act. Particularly, in support of measures such as:

- increased fines for those convicted of offenses related to contraband tobacco;
- more authority for law enforcement officials with respect to: forfeiture of items seized, and impounding of vehicles.
- drawing on the best practices of other jurisdictions and working collaboratively with the federal government and other jurisdictions to enhance contraband tobacco control through joint enforcement efforts.

AND that the provincial government be encouraged to continue to strengthen their strategies to address the manufacture and supply of contraband tobacco and maintain their commitment to introduce amendments this fall to implement these measures.

AND that surrounding municipalities be made aware of the actions taken by this Committee to address the concerns presented by contraband tobacco.

---

---

**TOBACCO ENFORCEMENT****(From the 2012 Ontario Budget)**

Tobacco use continues to be the leading cause of preventable disease and premature death in Ontario. The government's Smoke-Free Ontario Strategy has made the province a leader in tobacco control. Ontario remains committed to reducing smoking among youth and other vulnerable persons, and to achieving the lowest smoking rate in Canada.

As part of this commitment, the government intends to take the necessary steps to increase fines on those convicted of selling tobacco to youth and to impose stronger sanctions for repeat offenders of Ontario's tobacco-related laws. These sanctions would include prohibiting a retailer from selling tobacco products or lottery tickets and would be implemented by the fall.

The availability of cheap, illegal tobacco makes it easier for non-smokers, especially youth, to start smoking, and removes an incentive for smokers to quit, undermining the government's policies to reduce smoking.

The government will work with key partners to further educate the public about health and social problems associated with tobacco and will undertake research to help measure the impact of its tobacco strategies on smoking levels in the province.

Ontario has also committed to doubling enforcement efforts to address the supply of cheap, illegal tobacco. As part of this commitment, the government will focus on the implementation of additional regulatory, enforcement and other provisions in Bill 186, which was enacted in 2011.

With the goal of enhancing oversight over the distribution of raw leaf tobacco in the province, Bill 186 provides for the regulation of raw leaf tobacco under the *Tobacco Tax Act*, effective October 1, 2012. In this context, raw leaf tobacco includes flue-cured tobacco as well as black and burley tobacco, and it also includes fully or partially processed tobacco. Tobacco growers, dealers, processors, importers, exporters and certain transporters will be required to register and report with the Ministry of Finance in order that this key component in the manufacture of tobacco products can be tracked throughout the supply chain. As the regulations are drafted, the Ministry of Finance will consult with key stakeholders including First Nations leadership.

Ontario also proposes to introduce amendments to the *Tobacco Tax Act* in the fall to provide additional enforcement and compliance tools. As part of this process, the government is actively exploring a number of measures, including:

- increased fines for those convicted of offences related to illegal tobacco;
- enabling law enforcement officers to ticket those found with smaller amounts of untaxed, illegal tobacco;
- impounding vehicles used to transport illegal tobacco;
- providing for the use of court-authorized tracking devices;
- forfeiture of items seized as evidence of a contravention of the *Tobacco Tax Act*;
- authorizing a vehicle to be stopped, detained and searched if there are reasonable and probable grounds to believe that it contains raw leaf tobacco and, if there has been a contravention, to seize that tobacco;
- strengthening the registration system for retail dealers;
- replacing Ontario's yellow tear tape with the federal stamp;
- adopting best practices that have proven to be effective in other provinces; and
- strengthening other provisions to improve the effectiveness of the statute in meeting the government's commitments.
- 

Consultation and discussions with stakeholders and key partners, including First Nations communities and organizations, will take place as part of this process.

Ontario will continue its ongoing dialogue with First Nations communities and organizations, band councils, and on-reserve tobacco manufacturers with the goal of expanding its understanding of tobacco issues on reserves. The

government will also work with First Nations to explore ways to modernize the system for allocating untaxed tobacco products as well as options related to First Nations self-regulation of tobacco on reserve.

The availability of cheap, illegal tobacco is a significantly complex issue and requires the active involvement of governments of neighbouring provinces; the federal government; First Nations leadership; and numerous policing and enforcement agencies including the Ontario Provincial Police, Royal Canadian Mounted Police, First Nations policing services, municipal public health units and municipal police services. The ministry will continue to actively build relationships with other ministries, governments, First Nations leadership, and various enforcement agencies to work together on common goals and share best practices.

Ontario is working collaboratively with the federal government and other provinces to enhance tobacco enforcement. To effectively address illegal tobacco, joint tobacco enforcement and administration agreements are needed between Ontario, other provinces and jurisdictions, and various federal agencies. Ontario is particularly concerned about the impact of the proposed relocation of the Canada-U.S. border crossing currently located in Cornwall.

Over the next three years, the implementation of Bill 186 measures as well as the proposed measures to address illegal tobacco would raise revenues of \$375 million. By 2014-15, additional annual revenue would be \$175 million, with additional annual enforcement costs of \$34 million.

**Source: 2012 Ontario Budget: Chapter IV: Tax and Pension Systems, March 2012**

Feel free to contact me at anytime if you have any additional questions about contraband tobacco in your area. I have attached a fact sheet for your review.

Regards

Dave Bryans

Chief Executive Officer (CEO)

Ontario Convenience Stores Association (OCSA)

905 845 9152

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

[www.we-expect-id.com](http://www.we-expect-id.com)

## Contraband Tobacco – The Facts

### **What is Contraband Tobacco?**

- Contraband tobacco includes tobacco products which are illegally manufactured and illegally sold. Contraband products are not subject to all levels of taxation, nor are products proper age verification checks.
- There are **three types** of contraband:
  - Cigarettes crossing the border illegally, usually from New York state, where no taxes are collected on these cigarettes.
  - Cigarettes produced on reserve in facilities licensed by the federal government with no provincial taxation
  - Yellow band and peach band cigarettes moving on and off of reserve. Yellow band cigarettes are HST exempt and allowed in unlimited quantities on reserve. Peach band cigarettes are available to all those living on reserve (19+ years), under a quota system of 800-1000 cigarettes per person living on the reserve.

### **What are the negative effects of contraband on communities and youth?**

- Lost Revenue for Government: Contraband products are not subject to all levels of taxation and can be purchased at a much lower cost to consumers than legal products, resulting in lost revenue from taxes.
- More Accessible to Young People: Contraband products are sold without age verification checks, making them far more accessible to young people to whom they are sold without mandated health warnings.
- Supports organized crime, putting communities at risk: The spread of contraband results in the growth of an underground, illegal economy, and organized crime. Revenue from contraband tobacco sales also support other illegal industries – most recently, the sale of contraband fuel on reserve which hurts our small businesses further.

### **Why is it important to Sault Ste Marie?**

- Distribution and sale of contraband tobacco throughout Ontario is on the rise. In early March, the RCMP seized 600 cartons of illegal cigarette, the fifth major bust of contraband cigarettes in Windsor (another border community) in the last three months.
- Given the proximity of Sault Ste Marie to the US border, it is an easy "hub" for contraband traders to distribute their product.
- Our retailers, and the youth in our community cannot afford to have a steady, unmitigated supply of contraband products flowing into your community.

### **How can we stop Contraband Tobacco?**

- In the 2012 Budget, the Ontario government has introduced a variety of measures that will help in eradicating contraband tobacco, including more power for law enforcement, tougher fines for violators, and working with other jurisdictions to eliminate this serious problem. These will be enforced through the Tobacco Tax Act and Bill 186.
- We ask our retailers to encourage the Government to implement these measures in a timely fashion so that we can address the contraband tobacco issue in your community and throughout our province. We also ask retailers to engage their Municipal councilors in a dialogue on Contraband so that we can move towards eliminating this serious public safety challenge.

5(h)

June 12, 2012

Mr. Frank Manzo,  
660 Base Line,  
Sault Ste. Marie, ON P6A 5K6

Mr. Joe Krmpotich,  
5 Winfield Drive,  
Sault Ste. Marie, ON P6C 2N2

RECEIVED  
CITY CLERK

JUN 13 2012

No.: 52449

DIST:

Dear Ward 6 Councillors,

We, the Residents living on Allen's Side Road, south of the Second Line, request your assistance in resolving an ongoing issue that is of great concern to all of us that have signed the attached Petition.

Due to the deteriorating condition of Allen's Side Road, from the Second Line south to the Sewage Plant, heavy truck traffic, that uses this road daily, is generating excessive ground vibrations that are being transmitted to the foundations of the houses located along this roadway.

Weekly, hundreds of trucks hauling loads in excess of 60 tons have caused the roadway to deteriorate to a point where it now needs to be reconstructed. When these heavy trucks hit the humps, bumps, potholes and manhole covers that are evident along this approx. 1 km stretch of roadway, Residents have experienced minor damage to their homes such as cracked plaster and brickwork, cabinets coming off walls, light fixtures falling from the ceiling as well as glassware in china cabinets breaking. Residents are extremely concerned about the serious structural damage that will occur to their homes with this continual pounding, that is getting worse as the roadway further deteriorates as time goes by. This is covered in the ISO 4866 guidelines for the measurement of vibrations and evaluation of their effects on buildings paper.

As well, these continually occurring vibrations and the associated noise and shaking that is being experienced, from the passing trucks that are speeding, is having adverse effects on the quality of life of the Residents, as is outlined in the ISO 2631-2 paper.

The last major reconstruction of this roadway was done in 1986 with it being resurfaced in 1997 and now with the continually increasing volume of heavy truck traffic using the roadway, we hereby request that this section of roadway be scheduled for reconstruction as soon as possible to eliminate the current problems being experienced. We ask that you bring this matter to the attention of City Council for their immediate action.

Sincerely,

Allen's Side Road Residents

c.c. City Clerk's Office

**PETITION - Requesting that Allen's Side Road from  
Second Line south to the Sewage Plant be reconstructed**

Name (please print)	House #	Street	Signature	Date
TI JEAN VINETTE	105	Allen's Side Road	<u>Ti Jean Vinette</u>	June 7/12
D Rouswell	155	Allen's Side Road	<u>D Rouswell</u>	June 7/12
H Rouswell	155	Allen's Side Road	<u>H Rouswell</u>	June 7/12
Lori Pauoni	149	Allen's Side Road	<u>Lori Pauoni</u>	June 7/12
Nick Pauoni	149	Allen's Side Road	<u>Nick Pauoni</u>	June 7/12
Mark Pauoni	149	Allen's Side Road	<u>Mark Pauoni</u>	June 7/12
Jarrett Forsyth	1137	Wallace Terr Allen's Side Road	<u>Jarrett Forsyth</u>	June 7/12
Jessica Forsyth	1137	Wallace Terr Allen's Side Road	<u>Jessica Forsyth</u>	June 7/12
Lori Nelson	231	Allen's Side Road	<u>Lori Nelson</u>	June 7/12
Sylvia Shaw	267	Allen's Side Road	<u>Sylvia Shaw</u>	June 7/12
Lori Paradis	303	Allen's Side Road	<u>Lori Paradis</u>	June 7/12
Mitchell Paradis	303	Allen's Side Road	<u>Mitchell Paradis</u>	June 7/12

**PETITION - Requesting that Allen's Side Road from  
Second Line south to the Sewage Plant be reconstructed**

Name (please print)	House #	Street	Signature	Date
MARY A Hunt	122	Allen's Side Road	Mary A Hunt	June 7
George Grunt	144	Allen's Side Road	George Grunt	June 7
Ursula Grunt	441	Allen's Side Road	Ursula Grunt	June 7
Renate Olinek	163	Allen's Side Road	Renate Olinek	June 7
ANDREW OLNEK	163	Allen's Side Road	Andrew Olinek	June 7
ALLAN CRIPPS	1136	Wallace Terrace <del>Allen's Side Road</del>	Allan Cripps	June 7
Raija Biasucci	210	Allen's Side Road	Raija Biasucci	June 7
Dino Biasucci	210	Allen's Side Road	Dino Biasucci	June 7
Joe DeCourcy	291	Allen's Side Road	Joe DeCourcy	June 7
Joy DeCourcy	291	Allen's Side Road	Joy DeCourcy	June 7/15
Diane Bates	2	Ransome Dr.	Diane Bates	June 7/12
Henry Bates	2	Ransome Dr.	Henry Bates	June 7/12

**PETITION - Requesting that Allen's Side Road from  
Second Line south to the Sewage Plant be reconstructed**

Name (please print)	House #	Street	Signature	Date
ART MORRIS	323	Allen's Side Road	<u>Art Morris</u>	2012/06/07
JANET MORRIS	323	Allen's Side Road	<u>Jean Morris</u>	2012/06/07
Joy Sprungert	6 Lawsone Dr.	Allen's Side Road	<u>Joy Sprungert</u>	2012/06/07
Jeff Matenger	223	Allen's Side Road	<u>Jeff Matenger</u>	2012/06/07
RITA ALLEN	202	Allen's Side Road	<u>Rita Allen</u>	2012/06/11
Susan McClelland	199	Allen's Side Road	<u>Susan McClelland</u>	2012/06/11
Michelle LeFebvre	185	Allen's Side Road	<u>Michelle LeFebvre</u>	2012/06/11
Elaine Flint	247	Allen's Side Road	<u>Elaine Flint</u>	2012/06/11
John Flint	247	Allen's Side Road	<u>John Flint</u>	2012/06/11
		Allen's Side Road		
		Allen's Side Road		
		Allen's Side Road		

**PETITION - Requesting that Allen's Side Road from  
Second Line south to the Sewage Plant be reconstructed**

5(1)

Fire Chief Marcel Provenzano

Division Heads

Suppression – Frank Brescacin

EMS – Robert Rushworth

Fire Prevention – Paul Milosevich

Support Services – Jim St. Jules



Emergency Direct – 911  
Emergency Phone (705) 949-3333  
Business Phone (705) 949-3335  
Fire Prevention Phone (705) 949-3377  
EMS (705) 949-3387

May 29, 2012

Mr. Domenic Carota, Manager  
Marconi Club  
450 Albert Street West  
Sault Ste. Marie, Ontario  
P6A 1C3

Dear Mr. Carota:

**Re: Special Occasion Permit – Annual Italian Festival**

Please be advised that Sault Ste. Marie Fire Services would have no objection to the Marconi Society holding their Annual Italian Festival on Sunday, July 15, 2012 in the Marconi Club parking lot.

Approval is given provided the following recommendations are adhered to:

- Portable dry chemical fire extinguishers are required for all cooking facilities.
- All designated fire access routes are maintained free of obstruction at all times.
- A maintenance certificate is required from an authorized dealer for propane appliances.

Should you have any questions, please contact our office at 705-949-3377 extension # 230.

Yours truly,

Dan Fraser - Fire Prevention Officer  
Sault Ste. Marie Fire Services

DF/ks

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Domenic Carota TELEPHONE 705 942 5556ADDRESS: 450 Albert St West POSTAL CODE: P6A 1C3

The above person hereby makes application for the closing of

CATHCART

(Name of street to be closed)

from Hudson to Carmen's Way  
(reference points - street numbers, cross streets, etc.)on the 15 day of JULY, 2012 from 11 am/pm to 12 am/pm  
for the purpose of ITALIAN FESTIVALAPPROVALS 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

Sgt A. Magnan #209 JUN 05 2012

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  
65 Old Garden River Road

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

Terry  
Signature of Official

Signature of Official

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

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Domenic Carota TELEPHONE: 705-442-5556ADDRESS: 450 Albert St. West POSTAL CODE: P6A 1C3

The above person hereby makes application for the closing of

CATHCART

(Name of street to be closed)

from Hudson to Carmen's Way

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

on the 15 day of July, 2012 from 11 am/pm to 12 am/pm  
for the purpose of ITALIAN FESTIVALAPPROVALS SECTION:

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

Signature of OfficialSignature of Official

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

Signature of Official

- 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 OfficialCITY CLERK SECTION:City Council approval was received on \_\_\_\_\_,  
(date) \_\_\_\_\_, (By-law No.) \_\_\_\_\_

5(1)

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: Domenic CarotaTELEPHONE: 705 942 5556ADDRESS: 450 Albert St WestPOSTAL CODE: P1A 1C3**RECEIVED**  
**CITY CLERK**

The above person hereby makes application for the closing of

CATHCART

JUN 19 2012

(Name of street to be closed)

NO: 5Q456

DIST:

from Hudsonto Carmen's Way

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

on the 15 day of JULY, 2012 from 11 am/pm to 12 am/pm  
for the purpose of ITALIAN FESTIVALAPPROVALS SECTION:

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

- |   |   |
|---|---|
| 5. Central Ambulance Communication<br>Centre (C.A.C.C.)<br>Telephone 946-1227<br>Fax 945-6883<br>65 Old Garden River Road | 6. Downtown Association<br>Telephone 942-2919<br>Fax 942-6368<br>496 Queen Street East<br><b>(QUEEN STREET CLOSINGS ONLY)</b> |
|---|---|

Terry Lee  
Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on \_\_\_\_\_

(date)

(By-law No.)

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



City Clerk's Office

Celebrate 100!  
\*1912 - 2012\*

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

#### **RE: NEW CEMETERY BY-LAW**

#### **PURPOSE**

The purpose of this report is to advise Council of the requirements for a new cemetery by-law.

#### **BACKGROUND**

The previous cemetery by-law was enacted pursuant to the *Cemeteries Act (Revised)*. A new Act, the *Funeral, Burial and Cremation Services Act, 2002* has been passed by the Province and will take effect July 1, 2012. This Act replaces the *Cemeteries Act (Revised)* and has necessitated the completion of a new cemetery by-law.

#### **ANALYSIS**

The new Act has required a complete rewriting of the cemetery by-law. Staff from the Clerk's, Legal and Public Works Departments have drafted the new by-law, which will require approval from the Cemeteries Branch, Ministry of Consumer and Commercial Affairs, after a public notice period. Most of the changes under the Act affect the administrative processes and documentation for cemetery business transactions only. While they are extensive, the changes do not affect cemetery customers particularly, with one key exception.

Currently, owners of niches, crypts, or graves (interment rights) which have not been used are prohibited from transferring those rights to another party for consideration (money). Prior to July 1, 2012 these owners may only transfer the rights to a third party at no fee or return them to the City. Currently, if an owner transfers interments rights to the City the legislation provides that the owner may only receive the amount of money originally paid for the niche, crypt, or grave less the amount held in trust (as prescribed by statute) for perpetual care and maintenance of the cemetery.

The new Act allows the municipality to provide that owners of niches, crypts, or graves (interment rights) may re-sell their rights to a third party (for a price not greater than the existing City price).

The legislation does allow the City to prohibit third party sales; however, this action would have the effect of requiring the City to purchase interment rights from any owner who desires to transfer them. If the City had to assume the potential buy-back of all unused interment

2012 06 25  
Page 2

rights, this would create a significant unfunded liability of approximately \$4,000,000, and is therefore not recommended.

### **IMPACT**

There will be significant staff time involved in transitioning to new processes and documentation and some small hardware requirements (printers), however these will be covered under current operating budgets.

### **STRATEGIC PLAN**

This item is not linked to a current activity under the Corporate Strategic Plan.

### **RECOMMENDATION**

By-law 2012-129 is included under section 10 of the Agenda and is recommended for your approval.

Respectfully submitted,



Malcolm White  
City Clerk

c.c. Larry Girardi, Commissioner of Public Works and Transportation  
Bill Freiburger, Treasurer  
Nuala Kenny, City Solicitor

5(K)

Rachel Tyczinski  
Deputy City Clerk and Manager  
of Quality Improvement



City Clerk's Department

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

## RE: CORPORATE STRATEGIC PLAN 2011-2014 – PROGRESS REPORT #3

### PURPOSE

The 2011-2014 Corporate Strategic Plan was approved by Council on September 26, 2011. Staff will report quarterly as to progress on activities outlined in the plan. The third progress report is attached under separate cover.

### IMPACT

There is no direct budgetary impact related to updating the Strategic Plan.

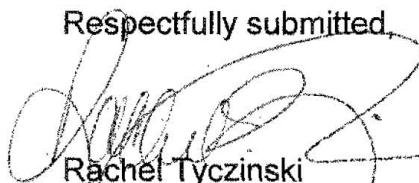
### STRATEGIC PLAN

This is the third progress report of the Strategic Plan.

### RECOMMENDATION

"That the report of the Deputy City Clerk and Manager of Quality Improvement concerning Progress Report #3 – 2011-2014 Corporate Strategic Plan be received as information."

Respectfully submitted,



Rachel Tyczinski  
Deputy City Clerk and  
Manager of Quality Improvement

Recommended for approval,



Malcolm White  
City Clerk

Tim Gowans  
Manager of Purchasing



Finance Department  
Purchasing Division

Celebrate 100!  
\*1912 ~ 2012\*

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

### **RE: TENDER FOR ONE (1) FREESTANDING MODULAR COLUMBIARIUM**

#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for the supply & delivery of One (1) Freestanding Modular Columbarium required by the Cemeteries Division of the City's Public Works and Transportation Department for New Greenwood Cemetery.

#### **BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held June 13, 2012 with Councillor Frank Fata representing City Council.

#### **ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with Mr. John King, Manager of Cemeteries - PWT, and the low tendered price, meeting specifications, has been indicated on the attached summary.

#### **IMPACT**

Funding for Supply & Installation is provided within the Cemetery Reserve Account - \$900,000 has been allocated in 2012 for Mausoleum and Columbarium Additions.

#### **STRATEGIC PLAN**

This Columbarium Installation is not an activity listed in the Corporate Strategic Plan.

#### **RECOMMENDATION**

It is therefore my recommendation that the tender for the supply and delivery of One (1) Freestanding Modular Columbarium be awarded to Colonial Granite Inc. at their low tendered amount meeting specifications of \$74,250.00, plus H.S.T. This price does not include site preparation work that is to be done by our own City forces.

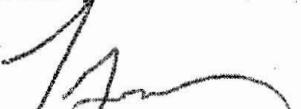
-More-

5(1)

2012 06 25  
Page 2

This report is submitted for Council's approval.

Respectfully submitted,

  
Tim Gowans

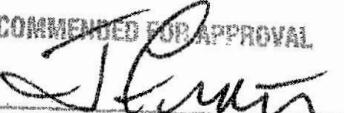
Manager of Purchasing

Recommended for approval,

  
W. Freiburger  
Commissioner of Finance & Treasurer

TG:tgg  
Attach.

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
BUDGET: \$900,000.00 (total allocation for 2012)**

Received June 13, 2012  
File #2012CI01T

**SUMMARY OF TENDERS  
ONE (1) FREESTANDING MODULAR COLUMBARIUM**

<b><u>Firm</u></b>	<b><u>Bid Price (H.S.T. extra)</u></b>	<b><u>Projected Completion Date</u></b>	<b><u>Remarks</u></b>
Colonial Granite Inc. Mountain, ON	\$74,250.00	90 w/days	Meets Specifications

NOTE: Although only one tender was received, the pricing was deemed to be fair and equitable.

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

The actual cost to the City will be \$75,556.80 including the non-refundable portion of the H.S.T.

It is my recommendation that the tendered price, meeting specifications, submitted by Colonial Granite Inc., be accepted.

Tim Gowans  
Manager of Purchasing

5(1)

**Tim Gowans**  
**Manager of Purchasing**



**Finance Department**  
**Purchasing Division**

*Celebrate 100!*  
*\*1912 - 2012\**

2012 06 25

Mayor Debbie Amaroso and  
 Members of City Council

**RE: TENDER FOR SUPPLY & INSTALLATION OF TWENTY-SIX (26)  
 OVERHEAD DOORS – CITY WORKS CENTRE**

**PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for the supply & installation of Twenty-Six Overhead Doors at the City Works Centre as required by the City's Public Works and Transportation Department.

**BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held June 13, 2012 with Councillor Frank Fata representing City Council.

**ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with Mr. Mike Blanchard, Manager of Equipment & Building Maintenance - PWT, and the low tendered price, meeting specifications, has been indicated on the attached summary.

**IMPACT**

Funding for Supply & Installation is provided within the City's 2012 Capital from Current Budget.

**STRATEGIC PLAN**

This Door Replacement is an activity listed in the Corporate Strategic Plan as part of Strategic Direction 1, Objective 1C.

**RECOMMENDATION**

It is therefore my recommendation that the tender for the supply and installation of Twenty-Six (26) Overhead Doors at the City Works Centre be awarded to Soo Overhead Doors Inc. at their low tendered amount meeting specifications of \$95,790.00, plus H.S.T.

-More-

5(m)

2012 06 25

Page 2

This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing

TG:tgg  
Attach.

Recommended for approval,



W. Freiburger  
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi

Chief Administrative Officer

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$160,000.00

RECEIVED: June 13, 2012  
File #2012WA07T

**SUMMARY OF TENDERS**  
**SUPPLY & INSTALL TWENTY-SIX (26) OVERHEAD DOORS - City Works Centre**

<u>Firm</u>	<u>Option</u>	<u>Brand &amp; Model</u>	<u>Installation</u>	<u>Warranty</u>	<u>Total Tendered Price</u>	<u>HST Extra</u>	<u>Remarks</u>
Algoma Entry Systems Corp. Iron Bridge, ON		Garaga G-5000	60 w/days	10 year panels info not provided for parts and installation	\$127,849.53		Tender does not meet requirements Document altered and incomplete details provided
	A	CHI Model 3216	60 w/days	no information provided	\$119,344.35		Tender does not meet requirements Document altered and incomplete details provided
Overhead Door Co. of Sudbury Ltd. Sudbury, ON		Richards- Wilcox T175-MR - White	60-90 w/days	1 year parts 10 year panel delamination 1 year installation	\$158,824.00		Meets Specifications
Sling Choker Mfg. Sault Ste. Marie, ON		Upwardor Themalex 1-3/4.TX450	45 w/days	1 year hardware & springs 10 year panels 1 year operator 1 year installation	\$167,662.64		Meets Specifications
Soo Mill & Lumber Sault Ste. Marie, ON		Richards- Wilcox T175-MR - White	90 w/days	1 year parts 10 year panel delamination 1 year installation	\$125,295.15		Does not meet Specifications No 24-hour call out service Unacceptable Repair Response Time
Soo Overhead Doors Inc. Sault Ste. Marie, ON		Garaga G-5000	47 w/days	1 year hardware & access 10 year panels 2 year operator 1 year installation	\$95,790.00		Meets Specifications

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

The actual cost to the City will be \$97,475.90 including the non-refundable portion of the H.S.T.

It is my recommendation that the low tendered price, meeting specifications, submitted by Soo Overhead Doors Inc. be accepted.

Tim Gowans  
Manager of Purchasing

(w)(5)

Peter A. Liepa  
City Tax Collector



Finance Department  
Tax & Licence Division

*Celebrate 100!*  
\*1912 - 2012\*

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

**RE: Property Tax Appeals**

**PURPOSE**

Council approval is required pursuant to Section 357 of the Municipal Act.

**BACKGROUND**

Listing of applications received for adjustment of realty taxes pursuant to Section 357 of the Municipal Act.

**ANALYSIS**

The Municipal Property Assessment has recommended the amount of assessment to be adjusted.

**IMPACT**

There is an annual budget allocation for tax write-offs.

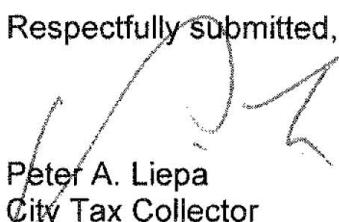
**STRATEGIC PLAN**

Not applicable

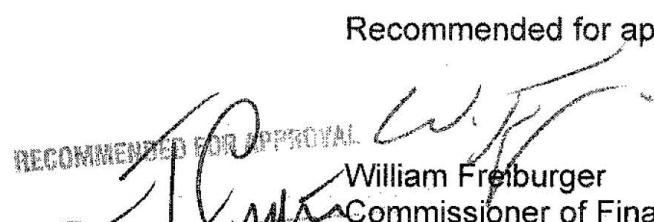
**RECOMMENDATION**

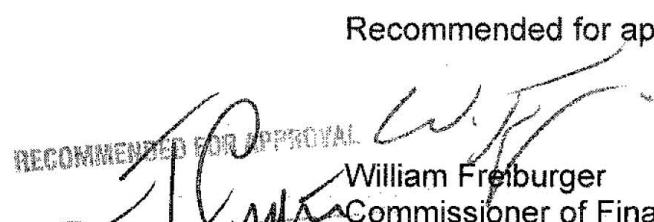
That the report of City Tax Collector dated 2012 06 25 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,

  
Peter A. Liepa  
City Tax Collector

Recommended for approval,

  
William Freiburger  
Commissioner of Finance & Treasurer

  
Joseph M. Pratesi  
Chief Administrative Officer

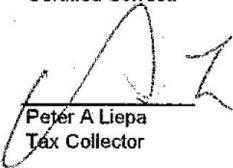
APPLICATION TO COUNCIL TO CANCEL  
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357  
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
PROPERTY TAX APPEALS  
2011

DATE: 06/25/12  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS	TOTAL	
						TAXES	INTEREST	ADJUSTMENT
040-001-132	00150 Connée Avenue	Essar Steel Algoma Inc.	LT	D	11-053	3,226.37	29.60	3,255.97
060-001-001	00000 Wallace Terrace	Essar Steel Algoma Inc.	LT	D	11-054	21,652.54	198.63	21,851.17

Certified Correct:



Peter A. Liepa  
Tax Collector

TOTAL 24,878.91 228.23 25,107.14

- A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)  
B. BECAME EXEMPT AFTER RETURN OF ROLL  
C. RAZED BY FIRE AFTER RETURN OF ROLL

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

(u)2c

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
PROPERTY TAX APPEALS  
2012

DATE: 06/25/12  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
040-001-132	00150 Conmee Avenue	Essar Steel Algoma Inc.	LT	D	12-002	3,253.68	0.00	3,253.68
060-001-001	00000 Wallace Terrace	Essar Steel Algoma Inc.	CT/LT	D	12-003	21,835.79	0.00	21,835.79

Certified Correct:



Peter A Liepa  
Tax Collector

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

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

(U)29

Jerry Dolcetti, RPP  
Commissioner

Don Elliott, P. Eng.  
Director of Engineering Services



Engineering & Planning  
Department

2012 06 25

Files: 4.140.8  
4.140.1

Mayor Debbie Amaroso and  
Members of City Council

## **RE: Miscellaneous Construction – Bridge Work - Engineering Agreements**

### **PURPOSE**

The purpose of this report is to recommend that Council authorize engineering agreements with M. R. Wright and Associates for two bridge related initiatives.

### **BACKGROUND**

At the 2012 05 14 meeting, Council gave approval to enter into agreements for engineering services with M. R. Wright and Associates for the following:

- 2012 Biennial Bridge Inspections, in fulfilment of a mandated bridge inspection requirement;
- Predesign, geotechnical work and environmental assessments for replacement of four single lane bridges on perimeter roads to be shared equally with Prince Township;

### **ANALYSIS**

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services. It is noted that the work related to the bridges with Prince is to be shared equally with the Township. This agreement will be forwarded to the Township for approval and signature.

### **IMPACT**

The impact to the budget is the engineering fee estimates of \$48,850 for bridge inspections, and \$64,000 for the City share of the bridges with Prince Township. These amounts are within the allocations in the approved 2012 miscellaneous construction budget.

### **STRATEGIC PLAN**

Bridge inspections and improvements are linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

2012 06 25

Page 2

### RECOMMENDATION

It is recommended that Council authorize entering into agreements for engineering services with M. R. Wright and Associates for:

- 2012 Biennial Bridge Inspections – Fee estimate \$48,850;
- Predesign, Geotechnical work and environmental assessments for replacement of four single lane bridges shared equally with Prince Township – fee estimate \$64,000. Funding will come from the 2012 miscellaneous construction budget.

Bylaws 2012-120 and 2012-121 authorizing the execution of the agreements can be found elsewhere on this evening's agenda.

Respectfully submitted,



Don Elliott, P. Eng.  
Director of Engineering Services

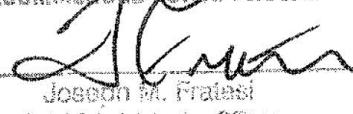
Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

DE/bb

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

Jerry Dolcetti, RPP  
Commissioner

Don Elliott, P. Eng.  
Director of Engineering Services



Engineering & Planning  
Department

2012 06 25

Files: B-08-03

Mayor Debbie Amaroso and  
Members of City Council

**RE: Miscellaneous Construction – Seawall Repairs at 711/719 Bay Street-  
Engineering Agreement**

**PURPOSE**

The purpose of this report is to recommend that Council authorize an engineering agreement with M. R. Wright and Associates for the interim repairs to the seawall in front of 719 Bay Street.

**BACKGROUND**

At the 2012 05 14 meeting, Council gave approval to enter into an agreement for engineering services with M. R. Wright and Associates for the design and construction inspection of interim repairs to the City-owned seawall in front of 719 Bay Street. The repairs are necessary to extend the life of the seawall and repair washouts behind it. The repairs are similar to those completed in 2010 at the same seawall in front of 711 Bay Street.

**ANALYSIS**

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services.

**IMPACT**

The impact to the budget is the engineering fee estimate of \$15,575. This is within the allocation in the approved 2012 miscellaneous construction budget.

**STRATEGIC PLAN**

Seawall repairs are linked to Objective 1A, Environmental Leadership under the Developing Solid Infrastructure strategic direction.

**RECOMMENDATION**

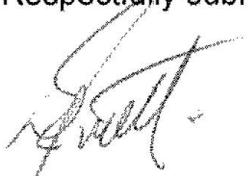
It is recommended that Council authorize entering into an agreement for engineering services with M. R. Wright and Associates for the design and construction inspection of interim repairs to the seawall in front of 719 Bay Street with the \$15,575 funds to come from the

2012.01.23  
Page 2

5(A)

Miscellaneous Construction Budget. Bylaw 2012-122 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



Don Elliott, P. Eng.  
Director of Engineering Services

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

DE/bb

RECOMMENDED FOR APPROVAL  
  
Joseph M. Frates  
Chief Administrative Officer

5(g)

Jerry D. Dolcetti, RPP  
Commissioner

Don Elliott, P. Eng.  
Director of Engineering Services



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2012 06 25

Our File: B-97-09

Mayor Debbie Amaroso  
Members of Council

**RE: 2013 CAPITAL ROAD RECONSTRUCTION PLAN  
AND UPDATE ON 2011/2012 PLAN**

**PURPOSE**

The purpose of this report is to obtain Council approval for the 2013 capital works reconstruction program. This will permit pre-engineering and local improvement process to be well underway in the fall.

**BACKGROUND**

Road improvements for the City of Sault Ste. Marie are carried out under a number of programs. These programs include capital road construction, infrastructure improvement programs, connecting links, and miscellaneous construction. The capital road construction plan emphasizes the reconstruction of arterial and collector streets, which are critical to the City's movement of traffic while at the same time attempting to address the needs of local/residential streets.

Funding for capital reconstruction comes from our **\$6,300,000** annual budget; **\$1,800,000** from the urban only levy for storm sewers, and **\$4,000,000** from the general levy for capital roadwork. In addition, **\$500,000** is allocated for the City's portion of the annual MTO connecting link project, leaving a budget of **\$5,800,000** for capital reconstruction. Further, the sanitary sewer costs are funded from the sewer surcharge. This budget has not been increased for many years. Fortunately the gas tax rebate has increased the capital budget for the last several years. This plan assumes that the AMO approved gas tax amount of **\$4,598,000** will be allocated in full to the capital program for 2013 bringing the total budget to **\$10,898,000**, excluding sanitary sewer costs.

## ANALYSIS

In the preparation of this Capital Plan, the priority is to complete the roads listed in the 5 year capital plan approved by Council at the 2011 06 27 meeting. That plan mixes arterial/collector and local streets. It should be understood, however, that arterial/collectors are usually emphasized due to the fact that they have the greatest need and their reconstruction benefits the most people. All roads are evaluated and scored based on many factors, including but not limited to road surface condition, road structure, drainage, condition of sanitary and storm sewers, level of required maintenance and traffic volume.

### Update on 2012 Capital Program

The progress on the 2012 capital program and carryover work from the 2011 program is progressing well, and tracking on budget. The following project specific information is provided for Council's information.

#### Pine Street/Second Line

At the 2012 05 14 meeting, Council approved the second phase of the Pine Street project, which is the intersection and approach grade improvements on Second Line. Some of the work is shareable with MTO under the connecting link program. Council was advised that under runs on other tenders would compensate for the 2012 connecting link grant if it was not provided by MTO. The City was advised on May 22 by MTO that there would be no connecting link grant for 2012 due to budget constraints. Staff recommends we proceed with the project based on its need, and MTO will be asked to fund its share out of future allocations.

The project should also include the widening of Second Line to 5 lanes westerly to Old Garden River Road. MTO was asked for approval to apply the approximate **\$700,000** 2011 connecting link surplus to this project, to cover most of the cost of the widening. The City has now been advised that a grant of **\$700,000** has been approved for the widening to be completed this year.

#### Fort Creek Aqueduct

A \$2M allowance was approved in the 2012 program for the first phase of the replacement of the Fort Creek Aqueduct. The design of this project has not progressed to the point where a project of this size can be completed this year. The hydrological design is still underway, including some flow monitoring for design purposes. Further, the design criteria has not been established pending finalization of the Stormwater Management Investigative Study. We have also learned from the Conservation Authority that the project is not eligible for the 50% Water Erosion Control Infrastructure program through the MNR, as the Fort Creek Aqueduct is not owned by the Authority. For these reasons, staff recommends a smaller aqueduct replacement project for the small Central Creek aqueduct on Central Street. The intention would be to complete a project in the \$1M range, and carry the balance of the 2012 allocation over to 2013 for the Fort Creek Aqueduct.

Other current projects include Queen Street - Pim to Simpson; John Street - Bloor to Elm; White Oak Drive - North to Carmen; Euclid - Pim to Wemyss and the Transportation Master Plan update. Resurfacing projects include People's Road – Everett to Third Line, Bruce

Street – Salisbury to Wellington, Airport Road – Base Line to airport entrance; and Allen's Side Road – Third Line northerly. Almost all tender prices have come in under the project budget. In summary, the 2012 program is on budget, and projects are currently on schedule for completion in the fall, with the exception of the first phase of the Fort Creek aqueduct replacement as noted above. The piping of the ravine at the west limit of McNabb Street near Rosedale was added to the capital plan, and that project is substantially complete.

### **Recommended 2013 Program**

The attached recommended 2013 program is identical to that approved in the 2011-2015 five year capital plan with one exception. It is recommended that the reconstruction of Upton Road (2013) be substituted with Kohler Street (2015). With the exception of McGregor Avenue, all of the streets in the block bounded by Queen, Church, Wellington and Pine are now deficient. The reconstruction of Queen Street between Church and Pine establishes the drainage points and new piping for all of these streets. In 2013, Queen will be complete at Kohler, but not at Upton, therefore it is recommended that they be exchanged in the schedule.

At the 2012 04 02 meeting, the Engineering Department was asked by resolution to review the status of Kohler with a view to reconstructing it earlier. The recommendation to move Kohler from 2015 to 2013 addresses that resolution.

The following are comments on specific projects recommended for 2013.

**1) Queen Street – Simpson to Pine**

This project is the second phase of the Queen Street reconstruction as scheduled in the approved five year plan. It will consist of full reconstruction to a class A urban cross section. It will include the Hub Trail along the south boulevard. It is anticipated that the three versus four lane environmental assessment will be complete well in advance of project completion.

**2) Maretta Street – Wallace Terrace to Henrietta**

This project was scheduled in the 5 year plan for 2013. Maretta requires full reconstruction to a class A urban standard cross section.

**3) Kohler Street – Queen to Wellington**

Kohler requires full reconstruction to a class A urban standard cross section. PWT has replaced a deficient sanitary sewer on a portion of Woodward Avenue. It is recommended that the remaining 200m portion be replaced under the 2013 Kohler reconstruction contract. Funds for this will be budgeted in the 2013 sanitary sewer surcharge budget.

**4) Connecting Link Allowance**

It is an annual routine to allocate the City's 25% share of the annual MTO connecting link project. That project is tentatively scheduled to be the resurfacing of Great Northern Road between Second and Third Lines, pending MTO approval.

**5) Bridges and Aqueducts**

Council is aware that considerable capital spending has had to be directed to bridges and aqueducts over the past several years. While some of the funding was provided by grants from senior levels of government, it has become necessary to divert capital road reconstruction dollars to bridges and aqueducts.

Biennial inspections of aqueducts are carried out in odd numbered years, and bridge inspections in even numbered years. In order to better forecast major capital expenditures to this infrastructure, the Engineering Division is developing 5 to 10 year capital forecasts for bridges and aqueducts. As noted above, the intention is to reconstruct a portion of the Fort Creek Aqueduct in 2013.

**6) Resurfacing Various Roads**

A portion of the 2013 capital budget is allocated to road resurfacing, and the miscellaneous budget for resurfacing is rapidly becoming insufficient to meet the demand.

**IMPACT**

The 2013 capital program has been recommended in accordance with the anticipated budget levels, and predesign estimates are based on current prices with an allowance for inflation. Each project will be back to Council individually for approval prior to construction. There is no additional budgetary impact anticipated.

**STRATEGIC PLAN**

The reconstruction of city roads is related to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

**RECOMMENDATION**

It is recommended that:

- Council approve the attached 2013 capital works program
- Engineering Department proceed with any remaining local improvement rolls and notices for 2013 works.
- The Engineering Division report back to Council with a recommendation for retaining consulting engineers for the projects that will not be completed in house in order to ensure a timely construction start.

Respectfully Submitted,



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

Attach.

Recommended for Approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi

2011/15 FIVE YEAR CAPITAL WORKS PROGRAM			(Updated June 2012 for 2013 Plan)		
Year	Street	From	To	Cost	Comments
2011-12	John Street - Ph 1	Wellington Street	Bloor Street		Reconstruction
2011-12	John Street - Ph 2	Bloor Street	Elm Avenue		Reconstruction
2011-12	Pine Street - Ph 1	Northern Avenue	Second Line		New road construction
2011-12	Pine Street - Ph 2	Northern Avenue	Second Line		Intersection of Pine & Second Line
2011	Glenholm/Arthur	Wellington Street	Retta Street		Reconstruction
2011	Connecting Link	Recon two bridges	Root River @ GNR		City \$700k 25% share carried forward from 2010
2012	Connecting Link	Resurface 2nd Line	OGRR to Pine		Subject to EA and 2012 C-link grant
2012	Queen St E Phase I	Pim Street	Simpson Street		Reconstruction
2012	Euclid Road	Wemyss Street	Pim Street		Reconstruction
2012	Bridges & Aqueducts				Fort Creek aqueduct rehabilitation
2012	Transp'n Master Plan				Update Transportation Master Plan
2012	White Oak Drive	John Street	North Street		Reconstruction
2012	People's Road	Everett Street	Third Line		Resurface - includes Airport Rd - Base Ln to airport
2012	Various Roads				Road resurfacing allowance
				<b>Subtotal</b> \$ 24,350,000	(\$24,396,000 budget** - two yrs, including sanitary*)
2013	Queen St E Phase II	Simpson Street	Pine		Reconstruction - bad watermain
2013	Marettta	Wallace Terrace	Henrietta Avenue		Reconstruction
2013	Kohler Street	Queen Street	Wellington Street		Reconstruction
2013	Connecting Link	Great Northern Road	2nd Line to 3rd Line		City 25% Share of resurfacing
2013	Bridges & Aqueducts				Fort Creek Aqueduct
2013	Various Roads				Road resurfacing allowance
				<b>Subtotal</b> \$ 11,623,000	(\$11,698,000 budget* including sanitary)
2014	Queen St E Phase III	Pine Street	200 m east of Gravelle		Resurface, sidewalk and possible lane reconfiguration
2014	Forest Avenue	Putney Road	Upton Road		Reconstruction
2014	St. Andrew's Terrace	John Street	North Street		Reconstruction
2014	London	North Street	Tancred Street		Reconstruction
2014	March Street	Queen Street	Wellington Street		Reconstruction
2014	Connecting Link	Second Line	Pine to bottom of hill		City 25% Share- widening
2014	Bridges & Aqueducts				Road resurfacing allowance
2014	Various Roads				
				<b>Subtotal</b> \$ 11,666,000	(\$11,698,000 budget* including sanitary)

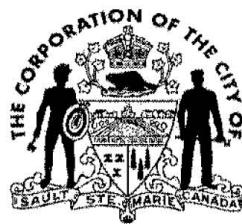
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<i>Continued...</i>								
2015	Bay Street	Andrew Street	Pim Street	Resurface, likely reduce to three lanes max				
2015	Huron Street	Bridge Plaza	Cathcart	Reconstruction				
2015	McMeeken Street	Churchill Boulevard	Elizabeth Street	Reconstruction				
2015	Upton Road	Queen Street	Wellington Street	Reconstruction				
2015	Connecting Link	Second Line	bottom of hill to Black	City 25% Share- widening				
2015	Bridges & Aqueducts							
2015	Various Roads			Road resurfacing allowance				
			<b>Subtotal \$ 11,645,000</b>	<i>(\$11,698,000 budget* including sanitary)</i>				
				<i>Total Budget 59,490,000</i>				
Notes:	<p>* Annual budget includes \$4,598,000 gas tax, \$4.5M capital, \$1.8M urban-only and sanitary surcharge</p> <p>** 2011/12 budget includes a \$2M surplus from the 2009/10 program</p> <p>- Estimated costs are very preliminary and could differ considerably from detailed design cost estimates, consequently the timing of some projects may have to change once accurate estimates are available.</p> <p>- No allowance has been provided for the projects resulting from the Great Northern Road or Third Line/Black Road Environmental Assessments</p>							
<b>Resurfacing</b>								
The following roads will be resurfaced using recycled asphalt techniques. Asphalt from urban roads is donated to rural roads.								
Funding will come from the annual capital reconstruction program surplus, if any, and the miscellaneous reconstruction budget.								
<b>Class A Urban Roads Resurfacing short list</b>								
Street	From	To	Comments					
Wellington Street	Lake Street	Hugill Street	Resurface					
Pine Street	McNabb Street	Willoughby	Resurface					
Queen Street	Pim Street	Andrew Street	Resurface					
Northern Avenue	Reid Street	Pine Street	Resurface					
John Street	Elm Street	Carmen's Way	Resurface					
Pim Street	Summit Avenue	McNabb Street	Resurface					
Wallace Terrace	Korah Road	Goulais Avenue	Resurface					
<b>Class B Rural Roads Resurfacing short list</b>								
Street	From	To	Comments					
Allen's Side Road	Fourth Line West	Third Line West	Resurface					
Fourth Line West	Allen's Side Road	Goulais Avenue	Resurface					
Base Line Road	Carpin Beach Road	Airport Road	Resurface					

(b)5

Jerry D. Dolcetti, RPP  
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2011 03 21

File: 9.5.9

Mayor Debbie Amaro  
Members of Council

**RE: 2012 Connecting Link Funding Allocation  
Second Line Widening – Old Garden River Road to Pine Street**

**PURPOSE**

The purpose of this report is to recommend that Council authorize a resolution for the reallocation of previous connecting link funds to the 2012 connecting link project.

**BACKGROUND**

At the 2012 01 09 meeting, Council was advised that the 2012 connecting link project was the widening of Second Line from Old Garden River Road to Pine Street. Application was made to the Ministry of Transportation to carry forward the \$700,000 under run from the 2011 allocation, and for a 2012 grant of \$1,459,500. The City has been advised that the \$700,000 has been approved.

**ANALYSIS**

MTO has advised that in order to receive the funding, the Province requests a resolution be approved and dated no later than August 31st, 2012. MTO requests that the resolution be worded as recommended below.

**IMPACT**

The \$700,000 will allow the widening to proceed without any impact to the budget. The remaining MTO share will be covered by under runs in other capital projects in the 2012 program.

**STRATEGIC PLAN**

Road improvements are related to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

**RECOMMENDATION**

It is recommended that:

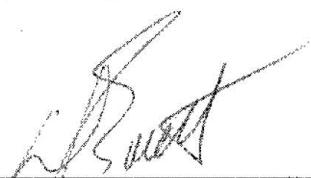
- a maximum of \$700,000 allocated to the City of Sault Ste. Marie by the Province will be used for the specified Connecting Link capital improvements on Second Line East and Second Line/Pine Street Intersection.

## RECOMMENDATION

It is recommended that:

- a maximum of \$700,000 allocated to the City of Sault Ste. Marie by the Province will be used for the specified Connecting Link capital improvements on Second Line East and Second Line/Pine Street Intersection.
- a final project summary report detailing expenditures, use of provincial funding, and outcomes achieved shall be attested by the Chief Administrative Officer and submitted to the Ministry. In addition the Ministry may request an independent audit of the project.
- funds intended for this project that are not used in accordance with Ministry Connecting Link guidelines or the terms outlined above will be returned to the Ministry.
- funds not expended by March 31<sup>st</sup>, 2013 will be returned to the Province.

Respectfully submitted,

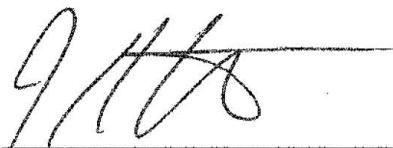


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Don J. Elliott, P. Eng.  
Director of Engineering Services

/bb

Recommended for Approval:



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Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

5(s)

Jerry Dolcetti, RPP  
Commissioner

Carl Rumiel, P. Eng.  
Design & Construction Engineer



Engineering & Planning  
Department

2012 06 25  
Our File: B-12-01

Mayor Debbie Amaroso and  
Members of City Council

## RE: TRANSPORTATION MASTER PLAN UPDATE – CONSULTANT SELECTION

### PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to complete the City's Transportation Master Plan Update.

### BACKGROUND

At the Council meeting of 2011 06 27, Council approved initiating a Request for Proposal to hire a transportation consultant to provide a thorough update to the long-range transportation and traffic planning for the City in the form of a Transportation Master Plan.

### ANALYSIS

In accordance with our policy for retaining consultants for specialized work, a Request for Proposal was posted on the City website. Proposals were received from the following consultants:

- HDR Corporation (formerly iTRANS)
- AECOM Canada Limited
- GENIVAR Inc.
- IBI Group
- MMM Group Limited
- Cole Engineering Group Limited/ Tulloch Engineering Incorporated

All proposals were reviewed by a committee of engineering and public works staff and it is recommended that this work be awarded to HDR Corporation. For Council's information, HDR worked for the City through the development of the transit ridership growth and asset management plan and the transit parabus operations review. Both projects were very successful.

2012 06 25  
Page 2

### IMPACT

The budget for the study is \$180,000. The Consultants estimate in the proposal is **\$169,998.74**. An engineering agreement will be brought to Council at a meeting in July or August.

### STRATEGIC PLAN

Having an up to date Transportation Master Plan is related to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

### RECOMMENDATION

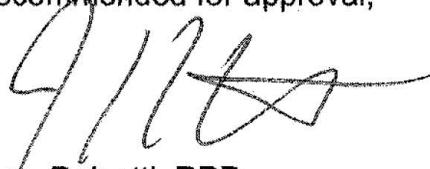
It is recommended that HDR Corporation be retained to conduct the update to the Transportation Master Plan.

Respectfully submitted,



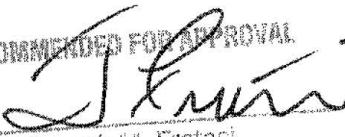
Carl Rumiel, P. Eng.  
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

CR/al

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratoni  
Chief Administrative Officer

Jerry Dolcetti, RPP  
Commissioner

Catherine Taddo, P. Eng.  
Land Development & Environmental  
Engineer



Engineering & Planning  
Department

2012 06 25  
Our File: B-77-33

Mayor Debbie Amaroso and  
Members of City Council

**RE: LANDFILL SITE, OPERATIONS AND MONITORING 2011  
ENVIRONMENTAL MONITORING COMMITTEE**

**PURPOSE**

This report is in response to Condition 6(b) of By-law 2004-215 which requires that an annual information report to Council be prepared following the submission of Annual Landfill Operations and Monitoring Reports to the Ministry of Environment.

**BACKGROUND**

At the November 29, 2004 meeting, Council approved a revised by-law for the Terms of Reference for the Environmental Monitoring Committee. This Committee is the formal contact with the public for landfill operations and a mandated requirement under our landfill's Certificate of Approval. The 2011 Committee consists of five members of the public, Councillor Butland, City (PWT/Engineering), Conservation Authority and Ministry of Environment (MOE) staff.

The revised by-law includes the requirement for an annual report to Council following submission of the annual Operations and Monitoring Reports to the MOE. This report to Council will summarize the conclusions and recommendations of the two reports for 2011, and comment briefly on other issues at the landfill. Copies of the MOE submission are available at the Engineering Department, if any Councillor wishes to review them in detail. Our annual submission is due to the MOE on April 30<sup>th</sup> of each year.

**Site Development and Operations Report 2011 Municipal Landfill**

**Waste Quantities and Site Capacity**

Approximately 78,974 tonnes of material was received at the landfill in 2011. Of this value, 80% or 63,010 tonnes was landfilled, 6% was exported for recycling or reuse (i.e. metal, wood, batteries, tires, etc.) and 14% was used as daily cover material. Last year, the remaining site life estimate was 9.1 years. This year's report indicates that based on the 5-year average disposal rate (ie. 60,623 tonnes) there is a capacity for approximately 8.9 years.

### **Leachate Collection System**

A leachate collection system has been operating at the landfill since November, 1992. It consists of a gravity collection system along the south boundary of the landfill and a purge well system on the western boundary. As part of the Canon Creek relocation project that was completed in 2006, the leachate collector system was expanded in a northerly direction in the southeast corner of the landfill along the old creek alignment. The system is designed to intercept leachate before it leaves the site and it is pumped to the City's sanitary sewer collection system.

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off site in the vicinity of the landfill. The report for 2011 recommends a reduction in sampling frequency for some of the wells based on consistent trends and near background conditions at these wells.

In terms of purge wells, no new wells were installed or old wells decommissioned in 2011, with the exception of PW-3 which required replacement.

A western contaminant plume was detected several years back, which prompted additional purge well construction. The purge well system continues to be effective, however, it has limitations.

At the suggestion of the MOE in 2008 and since the City of Sault Ste. Marie owns most of the property west of the landfill boundary, an application was made and approved by the MOE for the establishment of a "Contaminant Attenuation Zone (CAZ)". The establishment of the CAZ does not eliminate the need for the purge well system which continues to be maintained, operated and monitored with vigilance, but, it helps to alleviate off-site regulatory compliance concerns for the small area of off-site impacts observed west of the site. While the CAZ does not expand the landfill footprint itself, it does move the compliance boundary further to the west.

### **Odour Control**

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six (6) passive flares installed and approved in 2007. Over the past six (6) years we have concluded, based on our complaint records and our own observations that we have had some success with this system.

Due to new landfill gas regulation in 2008, our landfill must "actively" collect its landfill gas. Throughout 2009-2010, the active system was constructed. The system was operational by December 2010 and running continuously since January, 2011 in order to comply with legislation.

During 2011, a total of 14 odour complaints were received. The frequency of complaints has been reduced since the active landfill gas management system became operational.

A second phase of the project involves potential electricity generation, in lieu of burning the gas at a central flare. A potential partnership exists with PUC once they have evaluated the feasibility of the project further.

### **Technology Demonstration Project – Elementa**

During 2009, Elementa entered into a Waste Supply Agreement with the City of Sault Ste. Marie for a guaranteed quantity of 12,500 tonnes. The project proposes to use steam reformation to

2012 06 25

Page 3

produce synthetic gas ("syngas"). The demonstration/commercial plant is proposed to be constructed off of the landfill property.

Elementa advised in 2011 that the Minister of Energy has ordered the Ontario Power Authority (OPA) to enter into negotiations with the proponents of EFW projects that have satisfactorily completed the Ministry of the Environment Pilot or Demonstration Project Initiative. Elementa intends to negotiate a higher price for power to be generated by the new commercial facility.

Accordingly, on October 24, 2011, Council approved an extension to the lease for the energy from waste (EFW) pilot plant at the landfill for the purpose of equipment storage. Decommissioned equipment is permitted to remain on site for an additional fourteen months, until April 22, 2013.

### **Municipal Landfill Site Monitoring Report 2011**

This report is a detailed, lengthy document providing all the results of the groundwater, surface water and landfill gas monitoring program undertaken in 2011. The purpose of the monitoring program is fivefold:

- To monitor the quality of groundwater and surface water in the vicinity of the landfill site;
- Assess the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establish whether concentrations of targeted chemical parameters in the groundwater and surface water exceed boundary criteria established by the MOE;
- Predict future movement of contaminants and therefore predict future compliance with MOE criteria; and
- Ensure safety within any of the buildings at the site from a landfill gas perspective.

## **ANALYSIS**

### **Conclusions and Recommendations of Monitoring Report**

#### **Ground Water Quality**

Consistent with the results of 2010, the results of the 2011 groundwater monitoring program indicate that the engineered controls and natural attenuation processes including dilution by infiltrating precipitation are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. Prior to 2001, results along the western boundary showed exceedances for several parameters in both on site and off site monitoring wells. The boundary criteria for most of these parameters are based on aesthetic objectives (i.e. non-health-related objectives) for drinking water. The approval of the Contaminant Attenuation Zone has helped to alleviate off-site regulatory compliance concerns along the western site limit.

#### **Surface Water Quality**

The relocation of Canon Creek away from the landfill in the Fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. There have not been any exceedances of unionized ammonia since 2008. High levels of unionized ammonia can be detrimental to aquatic life forms.

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Page 4

The MOE has also advised that benthic sampling/ analysis and fish toxicity testing can be discontinued based on favourable and consistent results.

### Methane Gas

Since 2008, methane gas concentrations have been in the explosive range at one of our methane gas monitors. The manhole is located east of the Maintenance Building. Results continue to indicate landfill gas migration in the subsurface away from the landfill in a southwesterly direction. As the landfill continues to develop in a westerly direction, elevated methane concentrations are expected at several of the monitoring locations.

A methane mitigation project was completed by S & T Electrical Contractors in 2010. It is the intention of the system to monitor and provide warning to those within all facilities at the landfill if there is a problem.

### IMPACT

There is no impact to the budget.

### STRATEGIC PLAN

The report is linked to Objective 1A – Environmental Leadership, and the solid waste management activity.

### RECOMMENDATION

That the report of the Land Development and Environmental Engineer concerning the annual Operations and Monitoring Reports for the municipal landfill be received as information.

Respectfully submitted,



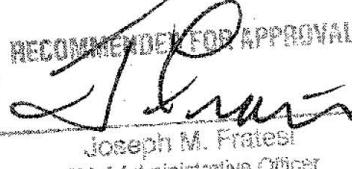
Catherine Taddo, P. Eng  
Land Development & Environmental Engineer

Recommended for Approval:

  
\_\_\_\_\_  
Jerry D. Dolcetti, RPP

Commissioner  
Engineering & Planning Department

/bb

  
RECOMMENDED FOR APPROVAL  
\_\_\_\_\_  
Joseph M. Fratesi  
Chief Administrative Officer

5(u)

Jerry Dolcetti, RPP  
Commissioner

Catherine Taddo, P. Eng.  
Land Development &  
Environmental Engineer



Engineering & Planning  
Department

2012 06 25  
Our File: 2011-7E

Mayor Debbie Amaroso and  
Members of City Council

**RE: BIOFILTER PROJECT  
CONTRACT 2011-7E**

**PURPOSE**

The purpose of the report is to provide an information update relating to the biofilter project at the East End Water Pollution Control Plant.

**BACKGROUND**

On April 2, 2012 Council approved a by-law to authorize execution of the construction contract with Avery Construction for the biofilter work. The project includes biofilter media replacement, and enhanced humidification and irrigation. The original design that was constructed in 2006 used cedar root filter media with a life expectancy of 5 years. The new inorganic material and installation includes a 10 year performance guarantee.

**ANALYSIS**

The project is scheduled to be completed by late fall. During the initial stage of the work, the biofilter system was shut down on April 26<sup>th</sup>, with an anticipated shut down period of eight to ten weeks. The contractor's schedule is contingent upon several factors, including media delivery by the supplier. To date, the Contractor is meeting the proposed schedule.

**IMPACT**

There is no budget impact.

**STRATEGIC PLAN**

The report is linked to Strategic Direction 1: Developing Solid Infrastructure, Objective 1A – Environmental Leadership.

**RECOMMENDATION**

That the report of the Land Development and Environmental Engineer concerning the biofilter project be accepted as information.

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2012 06 25  
Page 2

Respectfully submitted,



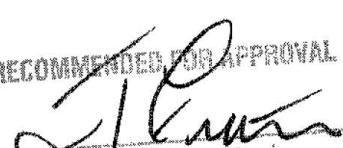
Catherine Taddo, P. Eng  
Land Development & Environmental Engineer

Recommended for Approval:



Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

Jerry D. Dolcetti, RPP  
Commissioner

Catherine Taddo, P.Eng.  
Land Development and Environmental  
Engineer



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

## RE: ENVIRONMENTAL INITIATIVES MAP

### PURPOSE

The purpose of this report is to request Council's approval for the development of an Environmental Initiatives Map by the Sault Ste. Marie Innovation Centre, Community Geomatics Centre, at a cost of \$10,000 to be funded through the Green Committee Reserve.

### BACKGROUND

Staff from the Sault Ste. Marie Innovation Centre (SSMIC) attended the September 16, 2010, Environmental Initiatives (Green) Committee meeting to present a mapping concept to City staff. The Environmental Initiatives Map would be an interactive platform to highlight green projects (both Corporate and community efforts), encourage public awareness and promote the community as an alternative energy leader. Communities across North America have completed similar mapping projects promoting their respective sustainable sites<sup>1</sup>. A motion was passed by the Green Committee:

*to support a \$10,000 commitment towards the cost of the development by SSMIC of a [Environmental Initiatives] Map website (Madison Zuppa and Susan Hamilton Beach declared a conflict). Moved by J. Dolcetti and seconded by L. Bottos.*

The original project involved a potential application to NOHFC valued at \$200,000, which included the purchase of expensive hardware (i.e. servers). According to Tom Vair, Executive Director of the SSMIC, the NOHFC funding application was not submitted because matching funds were never realized. On May 23, 2012, the Environmental Initiatives Coordinator viewed new technology that would no longer require the purchase of additional servers and storage and reduce the cost of the project significantly. Due to the technological changes in the online mapping community and additions to the enterprise license agreement the project can be completed for the original \$10,000 budget.

On June 6, 2012, the Environmental Initiatives Coordinator, Assistant City Solicitor, and the Manager of IT met with staff from the SSMIC to discuss the scope of work, roles and responsibilities and discuss the implementation plan. It is the understanding of City staff that the project could be completed within weeks of acquiring the necessary data and information.

<sup>1</sup> Green Map. 2012. Green Map Projects Around the World. [Online]. Date Accessed: 2012 05 29. Available at: <http://www.greenmap.org/greenhouse/files/citylist.pdf>.

## **ANALYSIS**

The new technology proposed to complete the project is ArcGIS Online. The following description of ArcGIS Online was taken from a cover story of the ArcNews Summer 2011 edition<sup>2</sup>:

"ArcGIS Online is a rapidly advancing cloud-based system for creating and sharing maps and geographic information. It enables anyone to create, view, and use intelligent maps. Users can also upload and style geographic data, create web maps, interact with maps on any device, and embed maps into websites and web-based applications. The system leverages Esri's cloud infrastructure and allows users to store and manage their maps and geographic information, as well as make them readily available to a wider audience through open, scalable web technology."

The Environmental Initiatives Map will be built to highlight current City and community "green" projects, but it will also be used as a platform for future energy mapping linked to the Alternative Energy Strategy. Members of the Green Committee will provide guidance on what should be included from a corporate perspective and how the material will be displayed.

## **IMPACT**

The Environmental Initiatives Map will cost \$10,000 with funding coming from Green Committee Reserve. This project was itemized in the 2010 Green Committee operational budget, but was transferred to Reserve. The money will be utilized for the initial build, including data collection and input. Going forward City staff will be trained to edit content, and any future work on the project can be incorporated in the City's existing contract with the SSMIC.

## **STRATEGIC PLAN**

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO<sub>2</sub> emissions; however, the Environmental Initiatives Map is not included.

## **RECOMMENDATION**

That the report of the Environmental Initiatives Coordinator concerning the Environmental Initiatives Map be received and the recommendation that the SSMIC, Community Geomatics Centre complete the project at a cost of \$10,000 from the Green Committee Reserve be approved.

Respectfully submitted,

Catherine Taddo, P.Eng.  
Land Development and  
Environmental Engineer

Recommended for approval,

Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

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Joseph M. Fratesi  
Chief Administrative Officer

<sup>2</sup> ArcNews. 2011. Intelligent Web Maps and ARCGIS Online. Summer. [Online]. Date Accessed: 2012 05 29. Available at: <http://www.esri.com/news/arcnews/summer11/articles/intelligent-web-maps-and-arcgis-online.html>.

5(w)

Jerry D. Dolcetti, RPP  
Commissioner

Madison Zuppa, MES  
Environmental Initiatives Coordinator



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

## RE: ENERGY PLANNING TOOL

### PURPOSE

The purpose of this report is to request Council approval to enter into a Service Agreement with the Local Authority Services Inc. for the Energy Planning Tool at a cost of \$200 per year.

### BACKGROUND

The Local Authority Services (LAS) has developed the Energy Planning Tool (EPT) to assist municipalities in meeting the requirements outlined in *Regulation 397/11 Energy Conservation and Demand Management Plans*. The EPT allows municipalities to:

- Manage energy activities and projects;
- Generate reports; and
- Manage energy consuming assets<sup>1</sup>.

No additional hardware or software is required, as it is a web-based application.

### ANALYSIS

The Energy Planning Tool will improve staff's ability to fulfill the regulatory requirements under the *Green Energy and Green Economy Act (GEGEA)*. A Service Agreement between the Corporation of the City of Sault Ste. Marie and LAS is required for the purchase and use of the application.

### IMPACT

The cost of the Energy Planning Tool is \$200 per year with funds coming from the Green Committee 2012 operational budget. The service agreement outlines an automatic renewal at the beginning of each calendar year unless terminated by either Party upon ninety (90) days prior written notice.

### STRATEGIC PLAN

Although the Energy Planning Tool is not directly identified in the Strategic Plan, it will complement the Energy Management System listed under Strategic Direction 3 Objective 3B.

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<sup>1</sup> Local Authority Services Ltd. 2012. Energy Planning Tool (EPT) Available Now!

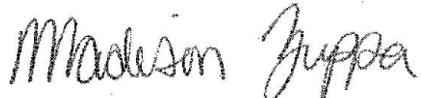
2012 06 25  
Page 2

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**RECOMMENDATION**

That the report of the Environmental Initiatives Coordinator concerning the Energy Planning Tool be received. By-law 2012-127 which appears elsewhere on the agenda authorizes a Service Agreement between the City and Local Authority Services Inc. and is recommended for approval.

Respectfully submitted,



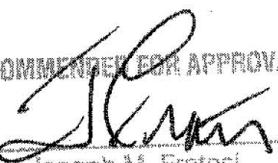
Madison Zuppa, MES  
Environmental Initiatives Coordinator

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

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Jerry D. Dolcetti, RPP  
Commissioner

Madison Zuppa, MES  
Environmental Initiatives Coordinator



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

## RE: SOO SUSTAINABLE

### PURPOSE

This report is in response to the Council resolution dated 2011 11 07:

*"Whereas Pod Generating Group and the Sault Ste. Marie Innovation Centre hosted a "Pod Challenge" workshop in September 2011; and*

*Whereas a diverse group of professionals, politicians, planners, academics, citizens, and students participated in this two-day event to discuss, plan, and design real solutions that will help transform the City of Sault Ste. Marie into a model of sustainable urbanism for the northern climate;*

*Now Therefore Be It Resolved that City Council extend its sincere thanks to all those who participated in the Pod Challenge workshop; and Further that the recommendations from the workshop be accepted and referred to the Environmental Initiatives Committee and appropriate staff for review and report back to Council."*

*Moved by Councillor M. Bruni and seconded by Councillor S. Myers.*

### BACKGROUND

The SSMIC held a meeting on October 31, 2011, with some community stakeholders to discuss the outcomes and recommendations of the two-day design charrette hosted by Pod Generating Group and the Sault Ste. Marie Innovation Centre. Recommendations were broken down by 7 high-level objectives:

1. Provide alternative transportation options
2. Provide services and affordable homes within walking distance
3. Provide a durable, low impact and efficient infrastructure
4. Enhance and restore natural areas and their connection with the downtown
5. Integrate commercial and residential spaces and optimize their mix
6. Maximize opportunities for community gardens and urban agriculture
7. Provide diversity of housing, and social and cultural amenities to all residents

Discussion focused around which organizations are responsible for evaluating and potentially implementing the proposed recommendations. This meeting highlighted the need for a coordinated and community-wide approach for greater sustainability.

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Page 2

In November 2011, Pod Generating Group presented the recommendations to Council and the extensive list was forwarded to staff. On February 16, 2012, City staff representing the following Divisions: Engineering and Construction, Planning, Building, Parks, Traffic, Transit, and Recreation and Culture met to discuss each recommendation and how the City could respond. Many of the recommendations were considered to be beyond Municipal control, but many could be explored through the existing processes and procedures.

On May 30, 2012, outcomes of the Soo Sustainable review were presented to the Municipal Environmental Initiatives (Green) Committee. The Committee was supportive of the approach taken by staff.

## ANALYSIS

Relevant Pod Challenge recommendations within the Corporation's jurisdiction will be explored through the following mechanisms:

- **Transportation Master Plan** (TMP) – forecasts and considers community transportation initiatives approximately every 10 years, and is an opportunity to address several transportation related issues.
- **Capitals Works** – projects are subject to the Environmental Assessment process that may incorporate appropriate lane reduction as potential options, and analyze the impacts.
- **Ontario Building Code** – establishes minimum standards for design and construction, which includes some energy efficiency requirements.
- **Transit Operational Review** – is completed every 5 years to determine successes of the current Transit system and opportunities for improvement in the future. Public input is solicited and incorporated in the recommendations.
- **Cycling Master Plan Route** – highlights destination areas and suggests linkages between neighbourhoods and facilities reflecting the culture and community of Sault Ste. Marie. The Route will serve both recreational and utilitarian cyclists, encouraging healthy, sustainable outdoor pursuits and community building activity.
- **Downtown Development Phase II** – will look at strategies to enhance the residential environment in Downtown area by encouraging a mix of housing options and densities, student housing and institutions, as well as parks and green spaces, in order to create a vibrant and sustainable mixed-use core.
- **Sustainable Site Plan Guidelines** – serves to better the environmental and social aspects of commercial and institutional sites to complement the economic investment of new developments. The guideline provides a sustainable approach to efficient site layout, drainage, landscaping, accessibility, pedestrian, transit and age-friendly design.

Below are several recommendations that are the responsibility of several organizations or where action has already been taken by the City or other community organization:

- 2.4 Educate population about green/sustainable living;
- 3.1 Shift to low carbon energy sources in the next 10 years;
- 3.5 Promote use of Smart Metering Systems in businesses and residences;
- 4.2 Initiate use of the PetroCan property that enables community use and bio-remediation; and
- 7.5 Promote cultural diversity throughout the downtown and across community districts

2012 06 25  
Page 3

### IMPACT

There is no direct budgetary impact as a result of this review. The recommendations (see Schedule 1 attached) may assist in shaping future policies and procedures.

### STRATEGIC PLAN

Soo Sustainable is not directly included in the Corporate Strategic Plan; however, recommendations will be considered indirectly in Strategic Direction 1 Objective 1B, 1C, and 2B; and Strategic Direction 3 Objective 3A, and 3B.

### RECOMMENDATION

That the report of the Environmental Initiatives Coordinator concerning Soo Sustainable be received as information.

Respectfully submitted,



Madison Zuppa, MES  
Environmental Initiatives Coordinator

Recommended for approval,



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



Joseph M. Fratesi  
Chief Administrative Officer

attach

\CITYDATA\Departments\cityhall\ENG&Planning\Data\engcondiv\ENGINEERING DATA\ZUPPA\Green Committee\Council\B-07-08 Council Report - 2012-06-25 (Soo Sustainable).doc

## Schedule 1

### **Pod Challenge Recommendations**

City staff identified several recommendations that can be addressed through existing processes and procedures below:

#### **Transportation Master Plan/Capital Works**

- 1.5 Consider making Queen/Albert Street two way or "complete".
- 1.7 Integrate all modes of transportation (i.e. walking, biking, electric scooters, train, auto) in a manner that is clean, green, efficient and safe.
- 4.4 Create more natural and accommodating connections to the waterfront from Queen Street and the downtown
- 7.4 Reduce Bay Street lane capacity from 4 to 3 lanes and provide safe biking/walking

#### **Transit Operational Review**

- 1.1 Moving from automobile dependency to clean, green, efficient options.
- 1.6 Establish special express alternative transportation to downtown from key community centres: Essar Steel, Algoma University, Sault College, Big Boxes...
- 2.6 Provide incentives for using low carbon alternative transportation to and from events – Challenge event coordinators to reduce carbon footprint

#### **Downtown Development Phase II**

- 1.8 Consider a trolley/go bus system looping downtown
- 2.3 Develop a more livable downtown with parks, parkettes, children and senior activities, volunteer venues, etc.
- 4.7 Design a more modern downtown that uses its historical heritage as a contemporary asset in redefining the downtown
- 5.2 Increase residential density in downtown core
- 7.2 Redevelopment of Gore Street to accommodate student housing, cultural learning and use centres, quaint ethnic shops, etc.
- 5.6 Create advantages around living downtown – Instill family friendly environment/opportunities

#### **Cycling Mater Plan Route**

- 4.8 Provide comprehensive signage relative to sustainable activities, safe pathways and points of interest

#### **Ontario Building Code**

- 3.3 Work with developer to ensure new and retrofit buildings incorporate green options: a) energy conservation, b) energy capture/storage and c) renewable energy generation

#### **Zoning By-Law**

- 7.3 Encourage developers and property owners to employ mixed-use in building and retrofitting

5(y)

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL  
DEPARTMENT

File No. P3.3

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

## RE: POLICY REGARDING SURPLUS MUNICIPAL PROPERTIES

### PURPOSE

The purpose of this report is to recommend to Council a new by-law outlining the policy by which municipal property may be declared surplus and sold.

### BACKGROUND

Previously the Municipal Act required municipalities to pass by-laws establishing procedures including the giving of notice to the public governing the sale of land. The Act previously required municipalities to declare the land surplus, obtain at least one appraisal and give notice to the public of the proposed sale. The Municipal Act has changed and the provisions concerning sale of municipal property are no longer as restrictive as they had been in the past. Now it is sufficient to comply with the Municipal Act if a municipality adopts and maintains policies with respect to the sale and disposition of land.

### ANALYSIS

The proposed policy concerning sale and disposition of land is set out in By-law 2012-126 shown elsewhere on your agenda tonight. The new by-law has less restrictions regarding the manner in which property may be sold. This is important because it will allow greater flexibility in the sale and disposition of municipally owned land. For example, where appropriate, the City will not need to obtain an appraisal. Similarly, if the City wishes to sell to a particular party the policy will allow for such a transaction. For example, the City may wish to make a charitable donation of land for altruistic reasons.

-more-

5(y)

2012 06 25

Page 2

## IMPACT

By-law 2012-126 is consistent with the current legislation on municipal disposition of land. It provides for greater autonomy and flexibility for the City of disposing of its land.

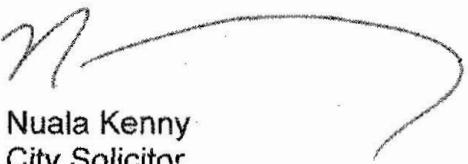
## STRATEGIC PLAN

Not applicable.

## RECOMMENDATION

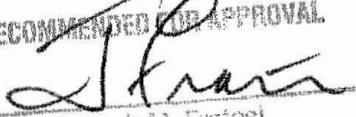
Elsewhere on the agenda By-law 2012-126 sets out the policy by which municipal property may be declared surplus and sold. It is recommended that By-law 2012-126 be approved tonight.

Respectfully submitted,



Nuala Kenny  
City Solicitor  
NK/da

RECOMMENDED FOR APPROVAL



Joseph M. Pratesi  
Chief Administrative Officer

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



**LEGAL  
DEPARTMENT**

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\*1912 - 2012\*

**FILE NO.:** Map 9

2012 06 25

Mayor Debbie Amaroso  
and Members of City Council

**RE: REQUEST TO HAVE WATER LOT ABUTTING 1009 QUEEN STREET EAST DECLARED SURPLUS TO THE CITY'S NEEDS**

**PURPOSE**

The purpose of this report is to recommend to Council that the property located to the south of Queen Street East immediately east of the former Plummer Hospital site, abutting 1009 Queen Street East, legally described as Part of Water Lot in front of Lot 14 Concession 1 and Part of Water Lot in front of Lot 15, Concession 1, former Township of St. Mary's, now the City of Sault Ste. Marie (part of PIN 31539-0114) be declared surplus and offered for sale by the City to the abutting property owner, in accordance with the City's new policy for the disposition of land.

**ATTACHMENT**

Attached as Schedule "A" is a drawing of the property, with the property shown as "Subject Property".

**BACKGROUND**

The City was contacted in 2006 by the owners of 1009 Queen Street East to purchase the Water Lot in front of their property.

After circulation of the various City departments it was suggested that sale of this property be postponed until it was determined what portion of the property, if any would be required by the City for the Hub Trail. At that time it was estimated that the City would probably be in a position to decide what portion of the property, if any, would be required for the Hub Trail in approximately one year.

-more-

2012 06 25

Page 2

In 2011 the City was once again contacted by the owners of 1009 Queen Street East to request that they be allowed to purchase a portion of the water lot in front of their property. Once again the various City departments were circulated. There were no objections to the sale of this property received and Planning advised that no portion of this property was required for inclusion in the Hub Trail.

Sault Ste. Marie Region Conservation Authority advised that this property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses and is also subject to the Shoreline Management Plan.

The property frontage is approximately 128.84 feet, with an irregular depth due to shoreline. The total site area is approximately 2.13 acres. The title abstract to this property cautions that a reference plan will be required on future dealings with these lands. As a result, the actual lands under consideration may be more or less than what is currently recorded. The actual boundaries of the subject property cannot be determined without a survey.

## **ANALYSIS**

If Council declares the property surplus the property will be advertised once in the Sault Star and also appear on the City web page. A survey of the property will be required from the purchaser of the property, prior to the transfer of the property with all costs to be paid by the purchaser.

## **IMPACT**

If the City decides to dispose of the property it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

## **STRATEGIC PLAN**

Not applicable.

-more-

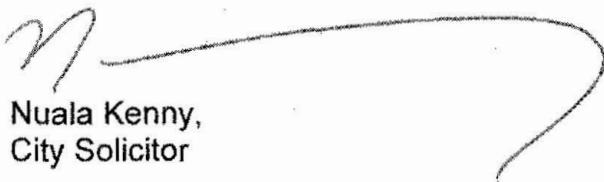
2012 06 25

Page 3

## RECOMMENDATION

Elsewhere on the agenda By-law 2012-126 sets out the policy by which municipal property may be declared surplus and sold. It is recommended that this property be declared surplus and made available for sale to the abutting property owner in accordance with By-law 2012-126.

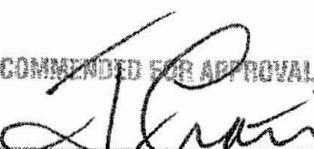
Respectfully submitted,



Nuala Kenny,  
City Solicitor

NK/da  
attachment

RECOMMENDED FOR APPROVAL

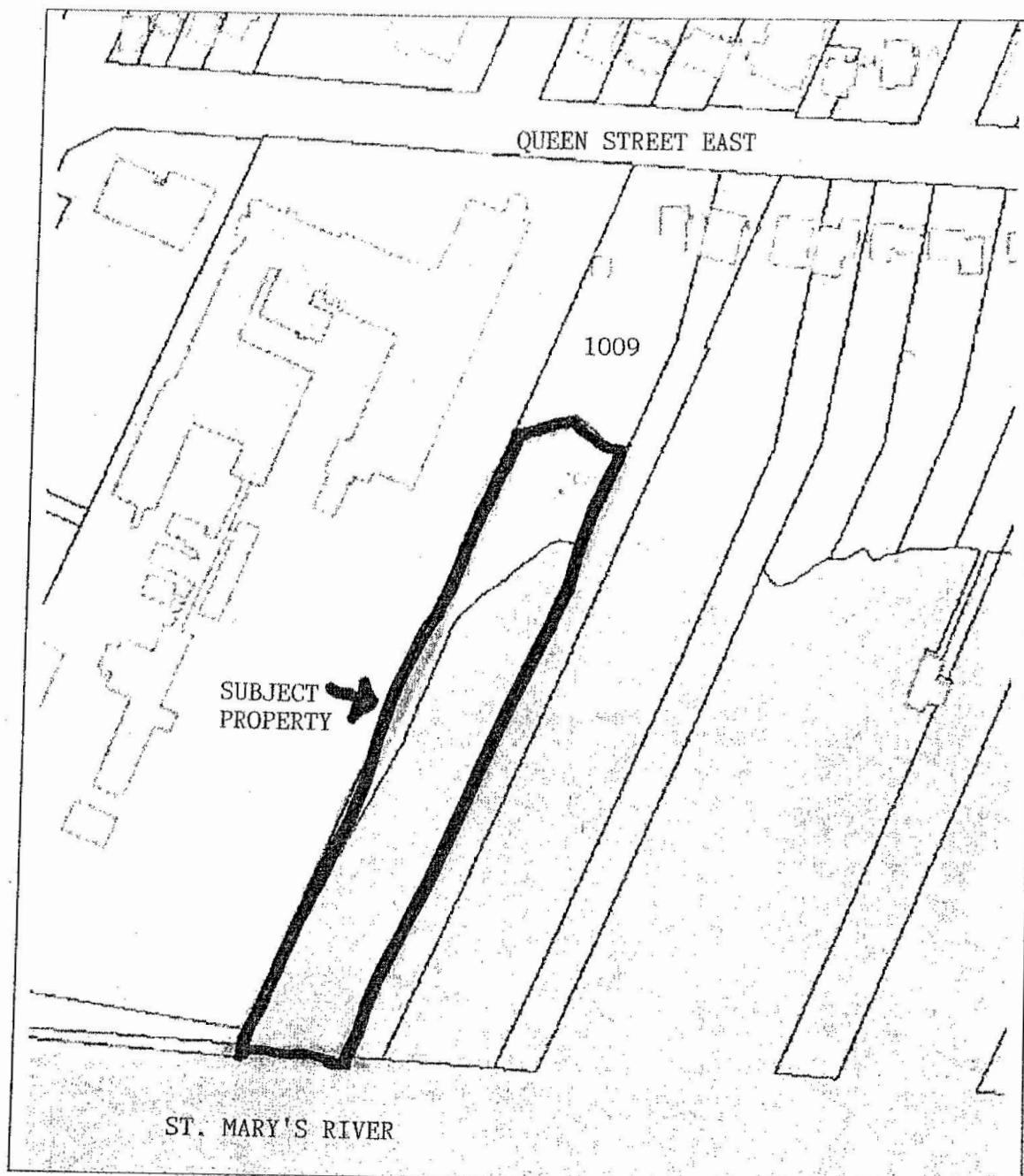


Joseph M. Fratesi  
Chief Administrative Officer

da\LEGAL\STAFF\COUNCIL REPORTS\2012\WATER LOT IN FRONT OF 1009 QUEEN ST E MAP 9 JUNE 25 12.DOC

5(2)

SCHEDULE "A"



**S. Hamilton Beach, P. Eng.**  
Deputy Commissioner



**Public Works and  
Transportation**

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

## **RE: PWT – OPERATIONS DIVISION – SURFACE TREATMENT PROGRAM - 2012**

### **PURPOSE**

The purpose of this report is to obtain approval to award the Surface Treatment Contract affecting a number of streets throughout the municipality.

### **BACKGROUND**

Each year a number of city streets are upgraded in PWT's surface treatment program. The tender was publicly advertised and was opened at a public meeting on Thursday, June 14<sup>th</sup>, 2012 in the Tarentorus Room of the Civic Centre. Present at the opening was City staff and a contractor representative.

### **ANALYSIS**

One tender (1) was received. The tender was found to be complete. The tender cost is \$10.27/m<sup>2</sup> from Ellwood Robinson Limited. This cost is in line with staff's estimate of the work. Staff will optimize the program based on the 2012 approved surface treatment budget.

### **IMPACT**

Funding for this program comes from the PWT's Surface Treatment account as approved in the 2012 budget.

### **STRATEGIC PLAN**

The surface treatment program is not linked to any activity of the Corporate Strategic Plan.

### **RECOMMENDATION**

"Public Works and Transportation recommends the Surface Treatment program be awarded to Ellwood Robinson Limited."

Respectfully submitted,

Susan Hamilton Beach, P. Eng.  
Deputy Commissioner

RECOMMENDED FOR APPROVAL

Recommended for approval,

Joseph M. Pallesi  
Chief Administrative Officer

Larry Girardi  
Commissioner

Jerry D. Dolcetti, RPP  
Commissioner

Donald B. McConnell, MCIP, RPP  
Planning Director



## Planning Division

Tel: (705) 759-5368  
Fax: (705) 541-7165

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\*1912 - 2012\*

2012.06.25

Mayor Debbie Amaroso and  
Members of City Council

**RE: Digital Signs By-law**

**PURPOSE**

The Signs By-law Committee is requesting that City Council defer approval of the proposed Digital Signs By-law and extend the existing moratorium until Council's September 24, 2012 meeting.

**BACKGROUND**

On May 25, 2012 the Signs By-law Committee requested Council's approval of a proposed Digital Signs By-law. At that meeting, the Chamber of Commerce requested a deferral so that the Chamber could meet with the Committee to discuss the proposed By-law. City Council deferred approving the By-law.

**ANALYSIS**

The Signs By-law Committee met with representatives from the Chamber of Commerce on June 13, 2012. The Chamber indicated that in general they felt the By-law was too restrictive. More specifically, the following concerns were discussed:

1. The minimum duration of message of fifteen (15) seconds is too long. Ten (10) second duration is suggested.
2. The prohibition of flashing, fading, scrolling and video does not allow full use of the available technology.
3. The requirement for a safety review for signs located within close proximity to an intersection will add costs and is not warranted or required.

The Signs By-law Committee is not willing to reduce the minimum duration of message or remove the prohibition on flashing, fading, scrolling and video. Furthermore, the Committee does not recommend eliminating the requirement for a safety review of digital signs proposed within 30m of signalized and 15m of non-signalized intersections.

At the meeting, it was also suggested by a Chamber representative that the removal of regulations pertaining to on-site and off-site advertising could have significant

consequences, resulting in a proliferation of digital signs. It was suggested that the Committee rethink the current approach as it pertains to regulating on-site and off-site advertising.

Given the discussion between the Chamber and Signs Committee, it is recommended that a third party review be conducted by a Consultant. In light of the award of the City's Transportation Master Plan this evening, it is recommended that the review be conducted as part of the Master Plan.

The deferral will also give the Committee an opportunity to further review regulations pertaining to off-site and on-site advertising on digital signs.

#### **IMPACT**

If City Council defers approval and allows a traffic Consultant to review the By-law, it is estimated that such a review would cost less than \$5000 and can be included within the existing budget of the Transportation Master Plan.

#### **STRATEGIC PLAN**

Approval of this request is not related to any activity identified in the City's Corporate Strategic Plan.

#### **RECOMMENDATION**

That City Council defers approval of the Digital Signs By-law and extends the current moratorium on digital signage until September 24, 2012 and;  
that City Council authorize the Committee to have the proposed Digital Signs By-law reviewed by the Transportation Master Plan Consultant.

Respectfully Submitted,

Peter Tonazzo, MCIP, RPP  
PLANNER

Recommended for approval,

(foc) Donald B. McConnell, MCIP, RPP  
Planning Director

Recommended for approval,

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer

PT/ps

Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

6(6)(A)

Jerry D. Dolcetti, RPP  
Commissioner  
  
Donald B. McConnell, MCIP, RPP  
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division  
  
Tel: (705) 759-5368  
Fax: (705) 541-7165

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application No. A-13-10-T – filed by Premiere Landscaping & Garden Centre Inc.**

**PURPOSE**

The applicant, Premiere Landscaping & Garden Centre Inc. wishes to withdraw this application.

**Subject Property:**

- Location – Part 2 and Part 3 of 1R-7432 in former Twp of Korah, civic no. 1151 Second Line West
- Size – 10.5m (34.5') frontage, widening to 60.9m (200') by 452m (1483') depth totaling approximately 2.53 ha (6.25 acres)
- Present Use – Vacant
- Owner – Premiere Landscaping & Garden Centre Inc.

**ANALYSIS**

On May 28, 2012 City Council deferred this application to its July 16, 2012 meeting, however on June 14, 2012 the applicant sent the attached fax, requesting to withdraw the application.

If City Council accepts the applicant's withdrawal, the file will be closed. Those who object to the application will be notified of the withdrawal.

**IMPACT**

Withdrawing this application will not have any financial impacts on the Municipality.

**STRATEGIC PLAN**

Withdrawing this application does not impact the Corporate Strategic Plan.

**RECOMMENDATION**

That City Council accepts the applicant's request to withdraw this application.

6(6)(b)

Respectfully submitted,

Peter Tonazzo, MCIP, RPP  
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP  
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

PT/ps  
attachment(s)

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

Data\APPL\REPORT\13-10-T Withdrawn.doc

**Premiere Landscaping  
& Garden Centre Inc**

1215 Second Line West  
Sault Ste. Marie, Ontario  
P6C 2L9  
Phone # (705) 949-9614  
Fax # (705) 575-3657  
premiere@shaw.ca



# Fax

To: Peter TONAZZO

From: Peter Notte

Fax: 705-541-7165

Pages: 1

Phone: 759-2780

Date: JUN 12 2002

Regarding: APPLICATION A-13-10-T

---

I Peter Notte wish to  
WITHDRAW MY APPLICATION  
OF TOPSOIL REMOVAL.

---

6(6)(c)

Jerry D. Dolcetti, RPP  
Commissioner  
  
Donald B. McConnell, MCIP, RPP  
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division  
  
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Fax: (705) 541-7165

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2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application No. A-16-12-Z  
Minor Amendments to Zoning By-law #6**

**PURPOSE**

This Report outlines the proposed Minor Amendments to Zoning By-law 2005-150.

**BACKGROUND**

In October 2005, City Council passed Zoning By-law 2005-150. At that time, Planning staff noted that an annual review and subsequent minor amendments would be required to ensure that the By-law remains current.

Continually reviewing the by-law ensures an accurate reflection of the community's changing development requirements. In most cases, the proposed changes are required to more clearly communicate the original intent of the regulations or respond to changing development trends.

This report is the sixth set of minor amendments to be proposed since the passing of the Zoning By-law in 2005.

**Consultation**

No comments resulted from the circulation to other City Departments and outside agencies.

Up to the drafting of this report, the public circulation resulted in the attached comments from a resident on Summit Avenue. The original report that went to Council recommended that a number of lots located on the south side of Summit Avenue be rezoned from "R1" to "R2". The relatively large setback requirements of the "R1" zone have proved to be difficult to achieve, resulting in minor variance requests. The attached objection correctly points out that the reduced frontage requirements of the "R2" zone could result in additional lots being created. Albeit not a 'tripling' of density

as communicated, the proposed rezoning could conceivably result in the creation of two or three additional lots.

Given these amendments are supposed to be minor in nature, the proposed rezoning of 11, 13, 15, 17, 19 & 21 Summit Avenue have been removed from this rezoning application.

## **ANALYSIS**

### **Proposed Text Amendments**

#### **5.1.6 & 5.7 Parking Requirements for Buildings with More than One Use**

Currently required parking is the sum of all uses on the same lot or within the same building, with the exception of strip plazas and shopping centres, which must supply 4.5 parking spaces per 100m<sup>2</sup>, regardless of the uses contained within. This generic parking regulation is intended to provide flexibility in accommodating new uses within existing strip plazas and shopping centres, without the need to re-calculate parking requirements.

Not unlike strip plazas and shopping centres, 'power centres' contain a cluster of retailers that may be spread over multiple buildings and located on separate lots, however they are designed to function as a single commercial development with shared parking.

Power Centres do not meet the current definition of either strip plazas or shopping centres and therefore, parking must be calculated based on the uses located within the commercial development. This amendment proposes to amend the definition of 'strip plazas' to include 'power centres'.

#### **5.5 Maximum Slope for Barrier-Free Parking Spaces**

In an effort to increase accessibility, this amendment proposes to note that no part of any barrier-free parking space shall be of a slope that is steeper than 1:20.

## **9 All Residential Zones**

In all residential zones, it is noted that 'any lot may be used for one of the following permitted uses'. Building Division has developed the following interpretations:

- More than one multiple attached building and more than one apartment building are permitted on the same lot, where each use is permitted.
- Home Based Businesses and Bed and Breakfasts are permitted as accessory to a dwelling unit.

There is the potential to have a block of multiple attached dwellings and an apartment building, such as 'CARA House' on Old Garden River Road. It would be appropriate to allow multiple attached and apartment dwellings on the same lot, with a shared parking area.

This amendment proposes to note that within an "R4" (Medium Density Residential) zone multiple attached dwellings and apartment dwellings may be developed on the same lot.

### **9.1.5 Yard Regulations for Garages and Carports – Min. Interior Side Yard Setbacks for Attached Garages**

The minimum interior side yard setback in most residential zones is 1.2m for a 1-storey building and 1.8m for a 2-storey building. The interior side yard setback for attached garages is 1.2m, regardless of how many stories it may be.

In order to be consistent with interior side yard setbacks in most residential zones, this amendment proposes to increase the setback to 1.8m where the garage is 2-stories.

### **9.1.7A Additional Regulations for Accessory Buildings and Structures**

This section notes that with the exception of garages and carports, all accessory buildings or structures shall be located in the rear yard. Such a regulation is not appropriately applied to lots abutting the water where homes are generally oriented towards, and located as close to the water as possible.

This amendment proposes to note in Section 9.1.7A that where a lot abuts the water, accessory buildings may be located within a front yard, subject to front yard setback requirements.

### **9.4.3 Dwelling Units Prohibited in Cellars**

The Zoning By-law currently prohibits dwelling units located within 'cellars', which are defined as a storey where more than  $\frac{1}{2}$  of the height between the floor and ceiling is below established grade. Based on this definition, most basements are considered to be cellars.

From a zoning standpoint, basement apartments are not an issue, so long as the zoning permits multiple dwellings on the same lot. It is also recognized that conversions, including the addition of a basement apartment often results in the creation of affordable housing. The regulation was originally intended for safety purposes; however the Ontario Building Code has provisions requiring basement units to be retrofitted in a manner that ensures safety, especially as it pertains to fire safety.

Given that the Ontario Building Code is the appropriate mechanism for regulating basement dwellings, this amendment proposes to remove the prohibition on dwelling units in cellars.

### **9.6.2 Single Detached Residential Zone (R2) Building Regulations – Interior Side Yard Setback on Lots Abutting Lake Superior & St. Mary's River**

Current interior side yard setbacks specify a minimum setback of 1.2m for a 1-storey building or 1.8m for a 2-storey building on one side, and 3m on the other side. The Sault Ste. Marie Conservation Authority's Shoreline Management Plan requires a minimum of 3.5m along at least one side lot line in order to allow access to the shoreline for maintenance and management purposes.

To be consistent with the SSMRCA Shoreline Management Plan, this amendment proposes to increase the required interior side yard setback along one side of a lot, from 3m to 3.5m.

### 13.2.2 C2 Zone Building Regulations – Accessory Buildings

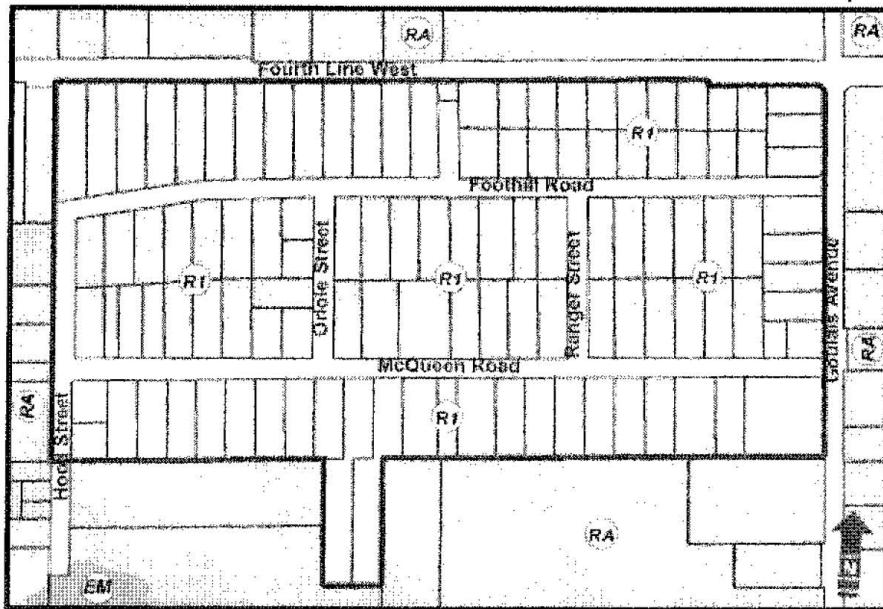
Buildings within the "C2" (Central Commercial) zone may be developed from lot-line to lot-line. These regulations are applied to main buildings, whereas section 4.1.3 outlines the setbacks for accessory buildings within commercial zones as a minimum of 1m from any lot line.

Given that main buildings may be built to the lot line, this amendment proposes to allow accessory buildings within a "C2" zone to be constructed to the lot line.

### PROPOSED MAP CHANGES

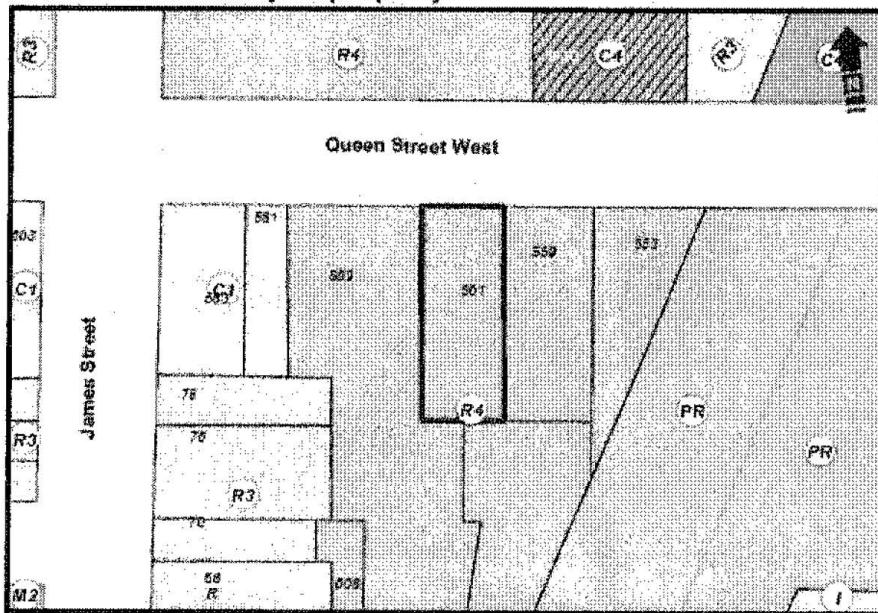
#### McQueen Rd/Foothill Rd Areas "R1" (Estate Residential) zone to "R2" (Single Detached Residential) zone

Although not serviced, the character of the area in terms of lot sizes and building setbacks is similar to that of a "R2" (Single Detached Residential) neighbourhood. The current "R1" setbacks are virtually unattainable given the small lot sizes. Therefore this amendment proposes to rezone the area shown on the map from "R1" to "R2".



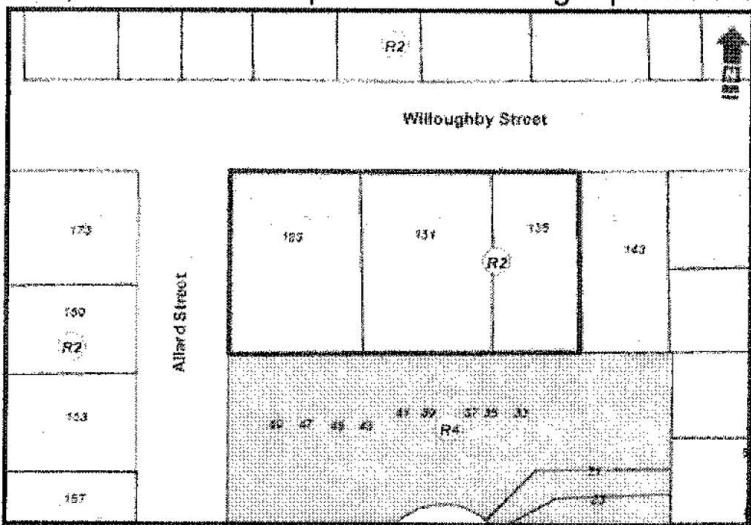
**561 Queen St. West – “R4” (Medium Density Residential) zone to “R3” (Low Density Residential) zone**

The current “R4” zoning, which does not permit a single detached residence, is not appropriate. The “R3” (Low Density Residential) zone is much more appropriate given the size of the subject property.



**123, 131 & 135 Willoughby Street – “R2” (Single Detached Residential) zone to “R4” (Medium Density Residential) zone**

As part of the new zoning by-law in 2005, these properties were incorrectly rezoned to “R2”, which does not permit the existing 4-plexes that occupy the properties.



**IMPACT**

City Council's approval of this application will have no financial impacts on the Municipality.

**STRATEGIC PLAN**

Approval of this application does not impact the Corporate Strategic Plan.

6(6)(c)

**RECOMMENDATION**

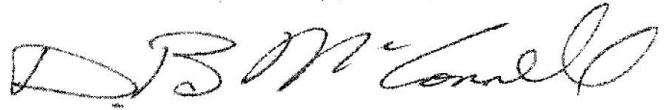
That City Council approves the proposed minor amendments outlined in this report.

Respectfully submitted,



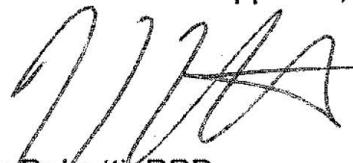
Peter Tonazzo, MCIP, RPP  
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP  
Planning Director

Recommended for approval,

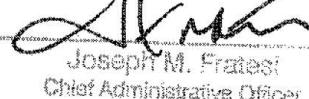


Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

PT/ps

attachment(s)

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

June 14, 2012

**To:** Peter Tonazzo, Planner  
Susan Myers, Ward 2 Councillor  
Terry Sheehan, Ward 2 Councillor

**Re: Amendments to Zoning By-Law 2005-150 (Zoning Change, 11-21 Summit Ave.)**

I am the property owner of 15 Summit Avenue. I am writing in the matter of the proposed zoning change of properties 11-21 Summit Avenue, wherein the current zoning is "R1" and which zoning might be changed to "R2".

Zoning Chart 9.6.2 indicates that the minimum frontage must be 15m in the "R2" zone, whereas Chart 9.5.2 indicates that the minimum frontage must be 45m in the "R1" zone. Thus, the zoning change from R1 to R2 involves a tripling of density (one Lot can potentially be severed into 3 Lots).

Zoning Chart 9.6.2 indicates that the minimum Lot area must be 550 sq.m. in the "R2" zone, whereas Chart 9.5.2 indicates that the minimum Lot area must be 0.4 hectare (being 4,000 sq.m., as 1 hectare is 10,000 square meters). Thus, the zoning change from R1 to R2 involves an approximate seven-fold increase in density (if otherwise allowed by the frontage and other requirements of the zoning).

Lastly, I understand that the side setbacks will be reduced.

**I oppose the proposed By-Law amendment of Zoning change from R1 to R2 on Summit Ave.**

In my opinion,

- (1) decreasing setbacks encourages structures to be built too close to a neighbor's property line which decrease the neighbor's privacy and decrease tranquility.  
In essence, the existing set backs prevents structures from over crowding and thus create a buffer between neighbors
- (2) should residents take the opportunity to build structures, valuable foliage (ie, mature trees) will be cut down creating open spaces which: (a) will decrease entitled privacy between neighbors; (b) will be out-of-character for the area; (c) will decrease protection from environmental pollution (noise, air); (d) will encroach into the natural habitat of various wildlife in the area
- (3) should resident's take the opportunity to build structures as result of the decreased set-backs, it will take away from the current unique character of Summit Ave. such as:
  - (a) tree lined front, side and backyards;
  - (b) strategically spaced buildings creating resulting in a uniform appearance;
  - (c) proportionate number of structures to the size of the lots (ie. low density)
- (4) an increased density equates to increased noise and increased local traffic which is not desirable
- (5) as a resident on Summit Ave., I am satisfied with the structures and current set-backs on my property and do not intend to make use of the proposed amendment

**Please consider my input/concerns as outlined above. Furthermore, I would like to be notified of the Council's decision to adopt or refuse the application.**

Thank you.

Lydia M. Oktaba

6(6)(d)

ENGINEERING & PLANNING DEPARTMENT

Jerry D. Dolcetti, RPP  
Commissioner

Donald B. McConnell, MCIP, RPP  
Planning Director



Planning Division

Tel: (705) 759-5368  
Fax: (705) 541-7165

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2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application No. A-20-12-OP – filed by Scott McLeod**

**PURPOSE**

The applicant wishes to sever an additional lot for rural residential purposes.

**PROPOSED CHANGE**

The request is a notwithstanding clause to the Rural Area Policies of the Official Plan, to allow the applicant to proceed with a severance application to the Committee of Adjustment. The subject property has already reached the Official Plan's limit of one (1) severance plus the retained lot.

**Subject Property:**

- Location – The subject property is located on the north side of Fifth Line East, approximately 286m west of its intersection with Shultz Side Road. 740 Fifth Line East
- Size – The triangular shaped parcel has 195m (639') of frontage, totaling 1.6ha (4.07acres)
- Present Use – Single Detached Residential
- Owner – Scott McLeod

**BACKGROUND**

In 2003, City Council approved an Official Plan Amendment and the Committee of Adjustment subsequently approved the severance of the original parcel into three (3) separate lots. The subject property was the western most lot. In 2011 the Committee of Adjustment approved another severance of the subject property.

**ANALYSIS**

**Consultation**

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Building Division, Conservation Authority
- No objections/comments – Fire Services, PUC Services, CSD, Municipal Heritage Committee, Accessibility Advisory Committee and Engineering

### **Conformity with the Official Plan**

The subject property is designated 'Rural Area' on Land Use Schedule 'C' of the Official Plan. In December 2009 City Council approved a number of Amendments (OPA No. 167) to the Rural Area policies of the Official Plan. More specifically, Rural Area Policy 11 notes that the further development of lots in the Rural Area shall be limited to the creation of one (1) new lot, plus the remnant or retained parcel. This limit is applied from the day of the adoption of Official Plan Amendment No. 167, which was December 2009.

In 2011 the subject property was created by way of a severance, which counted towards the one-lot limit, as outlined in Rural Area Policy 11 of the Official Plan. Consequently, this application does not conform to the current Rural Area Policies of the Official Plan.

The CN rail line (ACR) abuts the subject property to the northwest. The Transportation policies of the Official Plan indicate that proposed residential buildings within 300m of a railway right-of-way are required to undertake a noise study. Furthermore, where residential buildings are proposed to be located within 75m of a rail line, the proponent may be required to undertake a vibration study. Both studies must be to the satisfaction of the Municipality in consultation with the appropriate railway. It is anticipated that future residential development will likely occur within 75m of the rail line. If this application is approved by City Council, such issues will be addressed as part of any Committee of Adjustment applications.

### **Comments**

A notwithstanding clause to the Rural Area policies of the Official Plan is being requested, to permit the applicant to proceed with an additional severance application to the Committee of Adjustment. The subject property has already reached the Official Plan's limit of one (1) severance plus the retained lot.

Prior to 2003, the original parcel was a large acreage with frontage on Fifth Line and Shultz Side Road. Since then, the parcel has been severed on two occasions, resulting in four rural residential lots. This application would represent the fifth parcel in nine (9) years.

Within the larger area, in 2003 the area bounded by Fifth Line to the south, Great Northern Road to the west and Shultz Side Road to the east consisted of two large lots separated by the rail right-of-way. Since then, severances have transformed this rural area to include ten smaller lots, nine of which have been created for rural residential purposes. Such changes represent a substantial increase in the overall residential density of this area over a relatively short period.

Planning Division cannot support the approval of this application. The proposal does not conform to the recently amended Rural Area Policies of the Official Plan or Provincial Policy.

Released in 2005, the Provincial Policy Statement (PPS) is the guidance document which forms the backbone of local Official Plans throughout the Province. OP's and land use decisions 'shall be consistent with Provincial Policies.'

The overall goal of the PPS is to '*promote efficient development and land use patterns which sustain the financial well-being of Municipalities over the long-term*'. Section 1.1.3 of the PPS states that 'Settlement Areas shall be the focus of growth and their vitality and regeneration shall be promoted.' Section 1.1.4.1 of the PPS further states that '*permitted uses and activities within rural areas shall relate to the management of resources, resource-based recreational activities, limited residential development, and other rural land uses.*'

The basic philosophy of Provincial Policy is to promote efficient growth from within the urban area. Good planning principles are based on limiting sprawl and promoting development, redevelopment and intensification within the urban settlement area at densities that can effectively support city services such as water, sewer and road maintenance etc. A characteristic of the rural area is large lot sizes and low development densities. As people move to the rural area, there is a greater demand for services, even though densities are not high enough to generate a tax base capable of effectively sustaining such service demands.

Limiting urban sprawl and maintaining rural areas as large blocks also helps to accommodate the future growth of the community as well as traditional rural area uses such as agriculture, resource based activities and recreational uses. While it is recognized that agriculture is not likely a viable use given the soils, as large blocks of land are subdivided, future development potential is severely impacted.

It is difficult to predict specific development opportunities that may arise over the long term, however assembling 545 acres for the recently completed solar farm would have been more difficult, if not impossible without large blocks of land. While existing nearby residential development has already sterilized this property for many non-residential uses, the precedence of continuing to allow multiple lot severances in the rural area will likely result in precluding lands from future development.

The attached correspondence from the Building Division notes that the existing dwelling upon the eastern side of the subject property, which is still under construction, has yet to receive a final occupancy permit.

The Sault Ste. Marie Region Conservation Authority indicates that the subject property is under their jurisdiction and as such a permit will be required prior to any development or site alteration.

## **IMPACT**

The fiscal impact that rural area development could have on existing municipal service provisions is not fully understood. However, it is likely that the increase in rural development will lead to a long term increase in demand for higher levels of municipal services in the rural area.

## **STRATEGIC PLAN**

The Mission Statement of the City's Strategic Plan is "to provide quality and cost-effective municipal services in a responsible and supportive manner." The approval of multiple lot severances threatens this goal.

## SUMMARY

Traditionally City Council has been sympathetic in allowing Rural Area property owners to sever or create one additional property where appropriate. There exists a local market for rural residential properties; however widespread 'rural sprawl' is not in accordance with ensuring the long term sustainability of the community, especially as it relates to providing a variety of future development sites.

Rural development occurs at densities that are not high enough to support the provision of city services in a cost effective manner. Experience shows that as more people move to an area, it eventually results in greater demands for local services, however at rural densities, the tax base is not sufficient enough to effectively sustain such services.

Further residential development on the subject property could also result in greater land use conflicts resulting from the noise generated by the abutting railway; however, if approved by City Council, noise and vibration studies will be reviewed as part of any Committee of Adjustment applications.

Although it is recommended that the application be denied, if City Council chooses to approve this application, such approvals should be conditional upon the approval of an Official Plan Amendment, which would be attached to the implementing By-law at a future Council meeting.

It should be noted that notwithstanding Provincial Policy, City Council has approved several similar applications recently.

## RECOMMENDATION

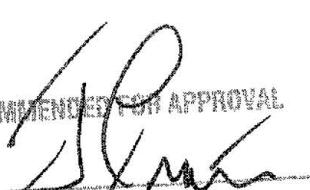
That City Council denies the applicants request to amend the Official Plan in order to create an additional rural residential lot.

Respectfully submitted,

  
Peter Tonazzo, MCIP, RPP  
Planner

Recommended for approval,

  
(For) Donald B. McConnell, MCIP, RPP  
Planning Director

  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratelli  
Chief Administrative Officer

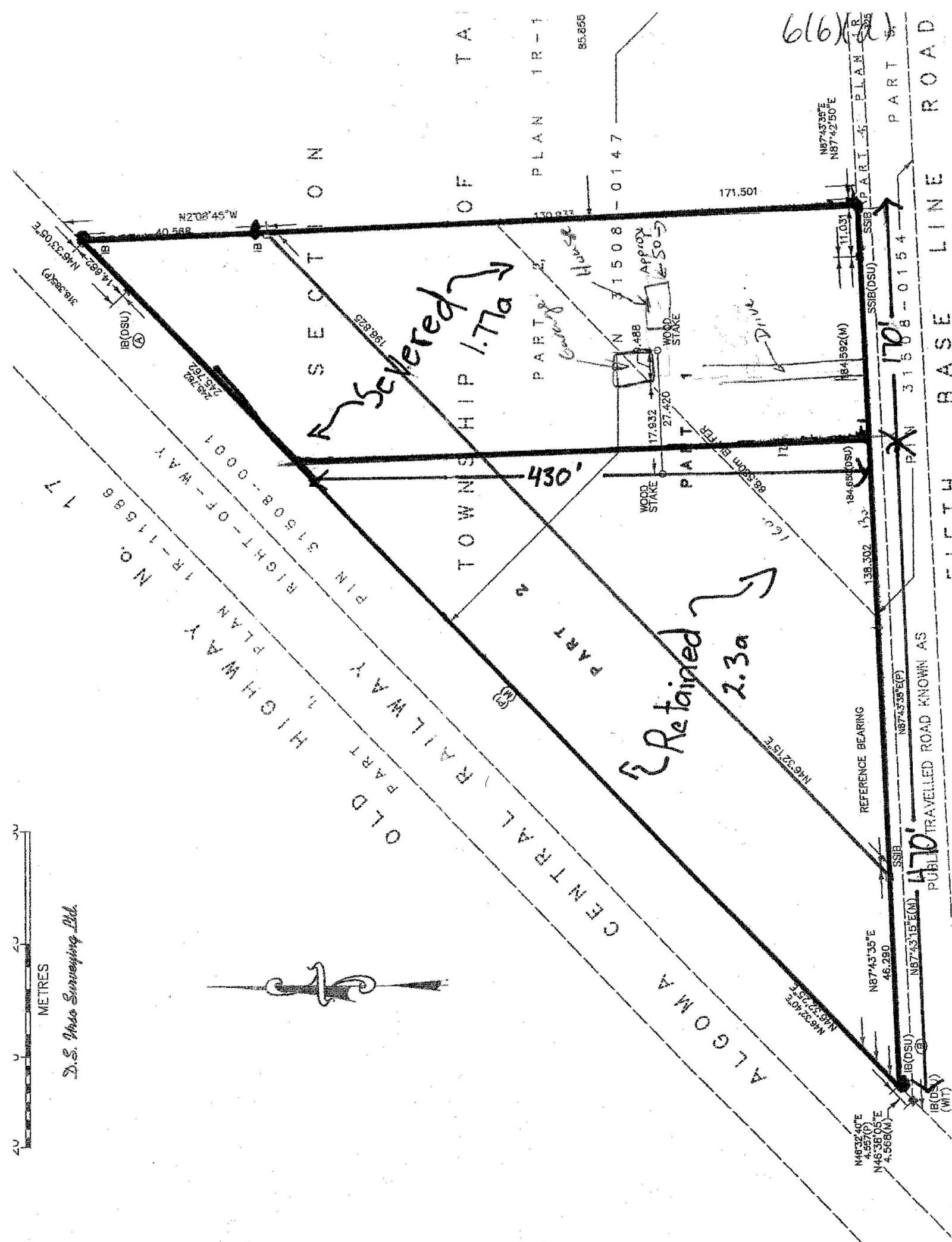
Recommended for approval,

  
Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

PT/ps

attachment(s)

D. S. White Surveying Ltd.



**AMENDMENT NO. 187  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE:**

This Amendment is an amendment to the text of the Official Plan as it relates to the Rural Area designation.

**LOCATION:**

Tarentorus PT SWS SEC 8 SW ¼ RP 1R12052 PARTS 1 and 2 located on the north side of Fifth Line East, approximately 286m west of its intersection with Shultz Side Road, 740 Fifth Line East.

**BASIS:**

This Amendment is necessary in view of the request to create a new rural residential lot, the second since December 2009, whereas Rural Area Policy 11 restricts new rural area lot creation to 1, counted from December 2009.

The proposal does not conform to the existing Rural Area policies as they relate to the subject property.

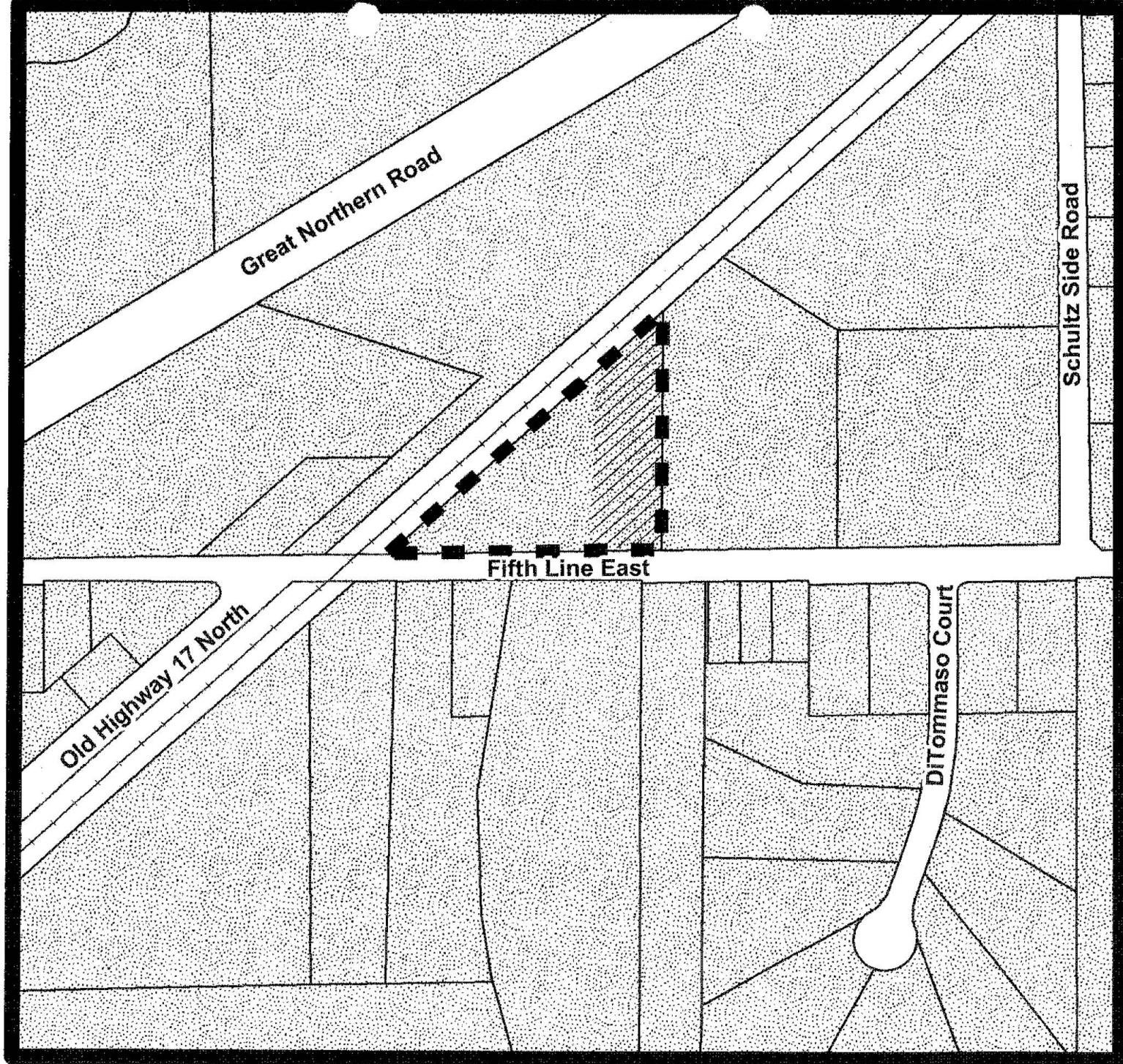
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to Rural Area Policy 11.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:**

127. Notwithstanding the Rural Area Policies of the Official Plan, the lands described as Tarentorus PT SWS SEC 8 SW ¼ RP 1R12052 PARTS 1 and 2 located on the north side of Fifth Line East, approximately 286m west of its intersection with Shultz Side Road, 740 Fifth Line East. The applicant may proceed with a severance application to the Committee of Adjustment.

**INTERPRETATION**

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



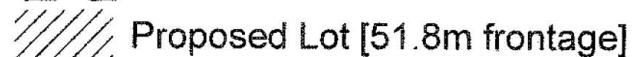
# OFFICIAL PLAN LAND USE MAP

**740 FIFTH LINE EAST**

**Planning Application  
A-20-12-OP**



Subject Property = 740 Fifth Line East



Proposed Lot [51.8m frontage]

## Land Use Designation



Rural Area

OPA 187

Metric Scale  
1 : 4000

Maps  
504 & 2-62

Mail Label ID  
A-20-12-OP

6(6)(d)

## Pat Schinners

---

**From:** Don Maki  
**Sent:** May 22, 2012 2:15 PM  
**To:** Don McConnell; Pat Schinners  
**Subject:** 740 Fifth Line East

Hi Don

The existing dwelling has yet to have the final occupancy permit issued.

Don

Don Maki CBCO  
Chief Building Official  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6  
Phone (705) 759-5399  
[d.maki@cityssm.on.ca](mailto:d.maki@cityssm.on.ca)

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

[www.celebrate100saultstemarie.com](http://www.celebrate100saultstemarie.com)

Celebrating 100 years as a city in 2012!

**Pat Schinners**

**From:** Marlene McKinnon <mmckinnon@ssmrca.ca>  
**Sent:** May 25, 2012 10:23 AM  
**To:** Pat Schinners  
**Cc:** Peter Tonazzo; Linda Whalen; Anjum Amin  
**Subject:** SSMRCA Response - A-20-12-OP - 740 Fifth Line East

May 25, 2012

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-20-12-OP  
Scott McLeod  
740 Fifth Line East  
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. A permit is required for development on the subject property and the proposed severed lot.

The subject property is not under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it will be a residential development.

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

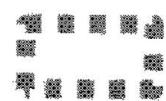
*Marlene McKinnon*  
GIS Specialist  
Sault Ste. Marie Region Conservation Authority  
1100 Fifth Line East,  
Sault Ste. Marie, Ontario P6A 5K7  
Business: (705) 946-8530 ext 204  
Fax: (705) 946-8533  
Email: [mmckinnon@ssmrca.ca](mailto:mmckinnon@ssmrca.ca)

(OLOLU)



# 2008 ORTHO PHOTO

Planning Application A-20-12-OP  
**740 FIFTH LINE EAST**



Subject Property = 740 Fifth Line East

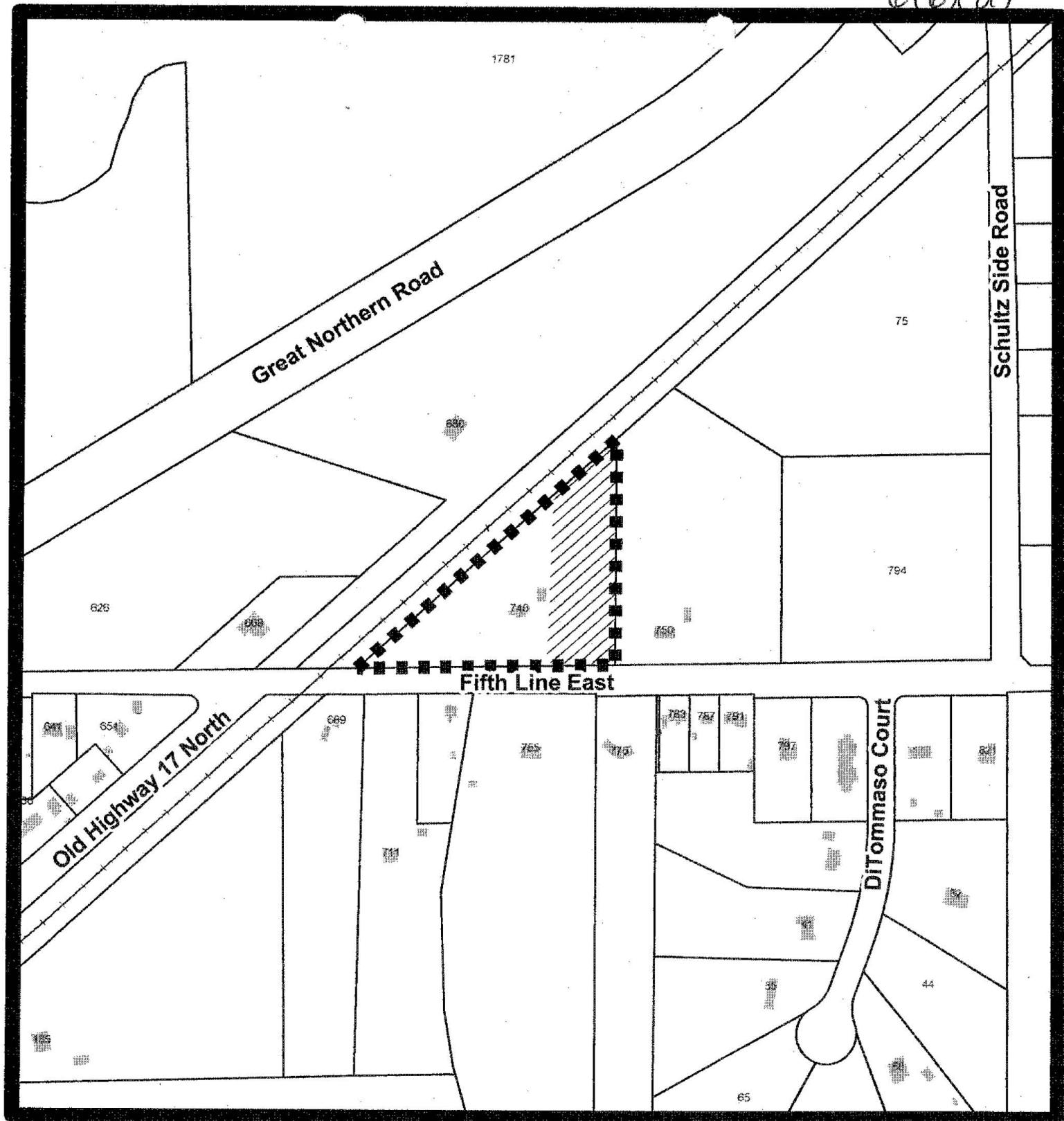


Proposed Lot [51.8m frontage]

Metric Scale  
1 : 4000

Maps  
504 & 2-62

Mail Label ID  
A-20-12-OP



# **SUBJECT PROPERTY MAP**

Planning Application A-20-12-OP

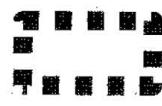
**740 FIFTH LINE EAST**



Metric Scale  
1 : 4000

Maps  
504 & 2-62

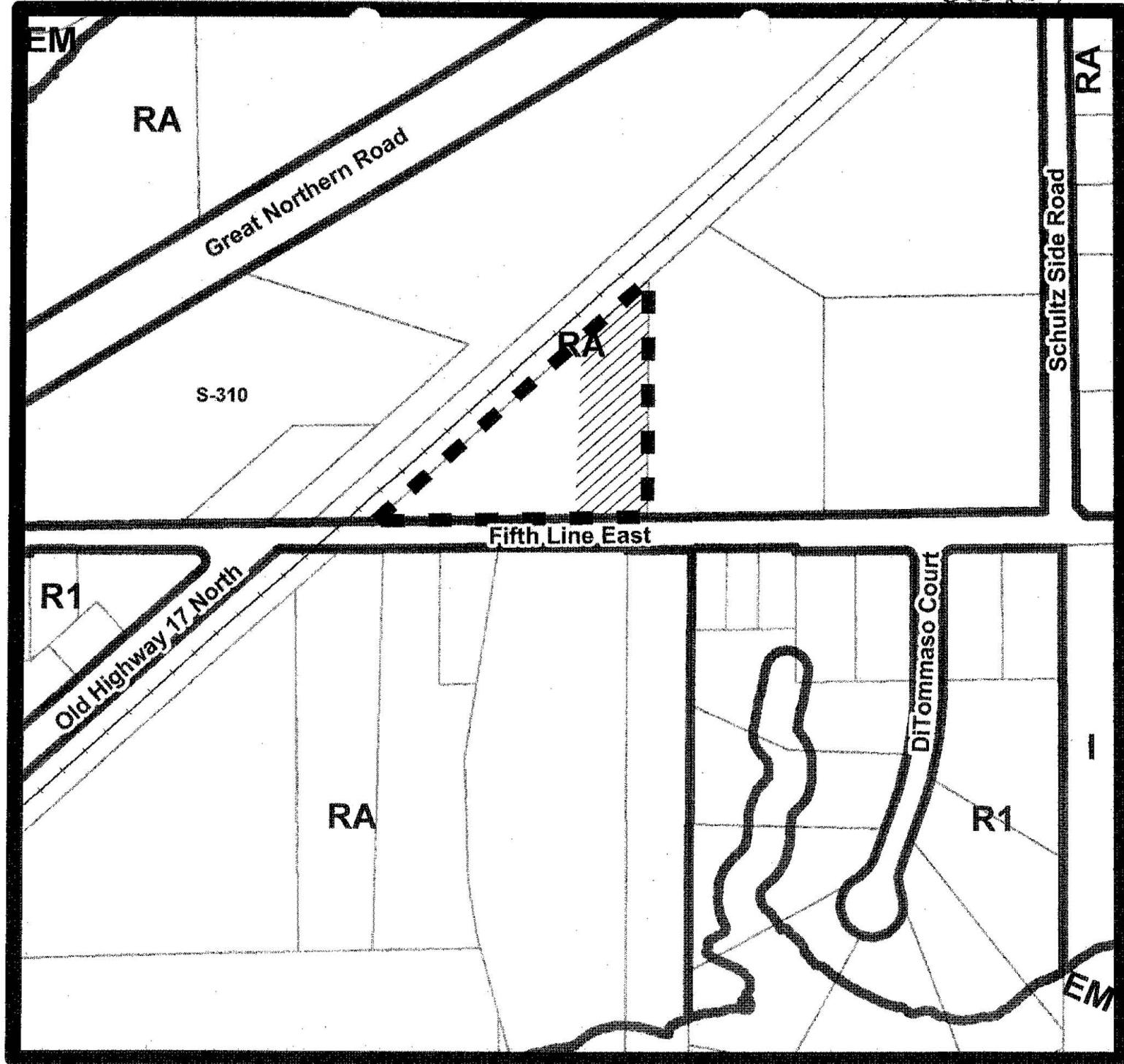
Mail Label ID  
A-20-12-OP



Subject Property = 740 Fifth Line East

Proposed Lot [51.8m frontage]

(a)(1)(a)



## EXISTING ZONING MAP

### 740 FIFTH LINE EAST



Subject Property = 740 Fifth Line East

Proposed Lot [51.8m frontage]



R1 - Estate Residential Zone



RA - Rural Area Zone; RAhp



EM - Environmental Management Zone



PR - Parks and Recreation Zone

BYLAW\_2005\_151

## Planning Application A-20-12-OP



Metric Scale  
1 : 4000

Maps  
504 & 2-62

Mail Label ID  
A-20-12-OP

6(8)(a)

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



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

2012 06 25

Mayor Debbie Amaroso and  
Members of City Council

**RE: MANAGEMENT PLAN & DESTINATION/ATTRACTION DEVELOPMENT  
BUSINESS PLAN – “GATEWAY SITE”**

**PURPOSE**

Council will hear this evening, a presentation by the Sault Ste. Marie EDC Tourism Gateway Committee regarding the redevelopment of this important piece of City waterfront property.

City staff believes that Council should receive the report that has been prepared by the Tourism Gateway Committee and its consultant and refer it to appropriate City staff for review and comment back to Council with recommendations for appropriate next steps.

**BACKGROUND**

Over the last 15 years, the Gateway project has gone through many studies by many consultants with numerous concepts with the intent of generating significant interest in development of the site.

The City acquired this site over 20 years ago as part of the City's waterfront redevelopment. The acquisition (at a cost of just under \$2 million) allowed for the relocation of an industrial scrapyard and an opportunity to provide a new “welcome” mat into our community from the International Bridge. Total City costs on this project to date, including acquisition costs, exceed \$2.3 million. Approximately \$1.8 million of these costs remain unfunded, as the City has always anticipated recovering the acquisition costs as part of the site development.

That a major tourist destination attraction should be built on this site was spawned by an offer to the five major Northern Ontario cities by NOHFC of a \$15 million contribution towards such an attraction. None of the five cities have been

successful in putting together projects that could meet the eligibility criteria set by NOHFC and the offering and program has now expired.

Up until November 2008, the Committee that was mandated to make appropriate recommendations to City Council on the development opportunities for the Gateway site consisted of City staff, City Councillors and representatives of the EDC. On November 17, 2008, City Council was asked by the EDC to allow it to form a Tourism Gateway Committee which would attempt to secure a developer who would be interested in this site before the June 30, 2009 date which had been set by NOHFC for the expiry of the \$15 million allocated for a major tourist destination attraction in Sault Ste. Marie.

On September 28, 2009, the then Mayor, John Rowswell asked Council to support a recommendation from the EDC that the Tourism Gateway Committee be mandated to continue planning for the site as a phased tourism development with the possible relocation of the ACR/CN tour train. As well, Council was asked to authorize a request to NOHFC for a 2 year extension of the \$15 million allocation for a major tourist destination attraction. Council, by resolution, agreed to the Mayor's request for approval.

Early in 2010, NOHFC denied the request for an extension for the \$15 allocation, but pointed out that the City could be eligible for up to \$5 million for a major attraction. In early 2011, the Tourism Gateway Committee requested approval of \$100,000 from the City to be matched by a grant of \$100,000 from the Ontario Ministry of Tourism & Culture for the development of a Management/Business Plan for the Gateway site. Council did approve this request, notwithstanding the fact the grant from the Province was approved at only \$50,000.

The City Gateway Steering Committee and City staff have not been involved in the project development since 2008, though Council's mandate did include reference to City Council representation and staff involvement in the process as part of the Committee. As a matter of fact, staff was only provided with a copy of the presentation and documents within the last 2 weeks and has only had an opportunity for preliminary review.

## **ANALYSIS**

Based on a preliminary review of the report that has been prepared, there appear to be major concerns with what is proposed. It is hoped that City Council will receive the proposal this evening as information only and refer it back to appropriate staff for full review and analysis and report back to Council with recommendations.

Generally, however, the following are some of the concerns that need to be addressed:

1. This is no longer framed as a "major tourism destination attraction project", but a large community development project. There appears to be no reason why the project should be guided by the SSMECD Tourism Gateway Committee. It should be guided by the City's development staff, including our Planning and Engineering personnel. Quite frankly, it should

be guided by the original Gateway Committee which includes representation from City Council, City staff and appropriate EDC staff.

2. There are significant financial implications with the proposal. The City did not anticipate upwards of \$35 million of public funding and possibly underwriting an annual operating loss. In fact, the City had always anticipated recovering the acquisition costs for the land in the amount of \$2 million.
3. Both the Federal and Provincial Governments are now dealing with significant deficits. One needs to seriously consider the likelihood of garnering significant "public" capital funding for the "public" aspects of the project.
4. How would this project stack up in our Corporate Strategic Plan, both as to capital and operating needs? What priority would it enjoy in comparison to already mentioned important projects?
5. Two very recent local announcements will significantly influence the potential development of the Gateway site and surrounding area. The first is the OLG Modernization Plan and the privatization of our casino. The second is the announcement of the redevelopment of the St. Mary's Paper site. The potential opportunities and/or synergies that flow from these two announcements need to be considered with a fresh look at the Gateway site.
6. As has been pointed out on numerous occasions, the site has some significant planning issues that need to be addressed. These include the size and configuration of the property, the waterfront, the creek, the rail line, access to the property and the environmental clean-up.

If this is to be a community development project, the appropriate staff will need to be an integral part of the process from the outset.

7. The development of this site and others in the neighbourhood (including St. Mary's Paper) needs to be coordinated with the redevelopment of the proposed International Bridge Plaza.

These are examples of the major considerations that City Council will need to address before it can reasonably consider the Tourism Gateway Committee proposal, or for that matter, any proposal for the site.

## **IMPACT**

There is a significant capital and operating funding requirement for the "public" portions of the proposed development. It is questionable that the senior levels of government will be in a position to provide substantial support, given their current deficits. Our current Corporate Strategic Plan has not identified this potential exposure to costs as a priority and, therefore, Council will need to weight this against existing projects and/or needs.

6(8)(a)

The City is not in a position to assume financial guarantees for the construction of the proposed Gateway site.

### **STRATEGIC PLAN**

This initiative is linked to Strategic Direction 3: Enhancing Quality of Life, Objective 3B – Planning for the Future.

### **RECOMMENDATION**

The opportunities and focus for the Gateway site has changed significantly. It no longer can be considered for a "major tourist destination attraction", (with \$15 million of NOHFC funding). It does, however, have great potential as part of a major community development project, given the St. Mary's Paper and OLG announcements.

In view of this, it is recommended that City Council receive the SSMEDC Tourism Gateway Committee report "Management Plan & Destination/Attraction Development Business Plan" as information and refer it to appropriate City staff for review and comment back to Council with recommendations for appropriate next steps.

Respectfully submitted,



JMF:bb

Joseph M. Fratesi

Chief Administrative Officer



**BUSINESS**  
Sault Ste. Marie  
a division of the SSMEDC



**TOURISM**  
Sault Ste. Marie  
a division of the SSMEDC

June 20, 2012.

To: Mayor Debbie Amaroso  
Joe Fratesi, CAO  
Malcolm White, City Clerk

Cc: Sault Ste. Marie Board of Directors  
SSMEDC Gateway Committee members

**Re: Council Agenda: Gateway Presentation**

Folks,

Please find enclosed a recently amended Sault Ste. Marie Economic Development Corporation Board resolution to provide to Council as part of the package for June 25, 2012 Council meeting. The amended resolution is being provided to Council to replace the previous one as a result of recent discussions with City staff, new developments related to the OLG procurement process and discussions with potential developers and investors in Gateway and surrounding properties. Please include the enclosed Amended June 19 SSMEDC Board Resolution and CEO report.

We have provided colour copies of the Gateway Presentation made to the EDC Board to the Clerk's office as information for the Council package. As noted previously the SSMEDC Board of Directors is recommending that City Council support is the following resolution:

***"Be it resolved that Council accepts the SSMEDC Tourism Gateway study and related materials as information and supports the SSMEDC Board of Directors June 4<sup>th</sup> amended resolution and related report, including the recommendations contained therein regarding the Gateway project."***

We appreciate all of your efforts in addressing this matter.

Sincerely,

Tom Dodds  
CEO  
Sault Ste. Marie Economic Development Corporation



6(8)(a)

SAULT STE. MARIE  
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, June 4, 2012  
Russ Ramsay Board Room  
11:30 am.

(Amended June 19, 2012) AGENDA ITEM 2.1

---

Moved by: Geoff Meakin

Seconded by: Lori Naccarato-Sarlo

Resolved to accept the CEO's *Report on the Gateway Project: Recommendations & Future Direction* dated June 4, 2012 and approve the recommendations as amended on June 19, 2012 in the attached Report.  
CARRIED.

June 4, 2012 (amended June 19, 2012)

To: Sault Ste. Marie Economic Development Corporation  
Board of Directors

From: Tom Dodds  
Chief Executive Officer

**Re: REPORT ON THE GATEWAY PROJECT: RECOMMENDATIONS & FUTURE DIRECTION  
(WITH AMENDED INFORMATION & RECOMMENDATIONS)**

**Introduction**

Sault Ste. Marie's Gateway Project has been identified as a top priority, tourism-focused, economic development opportunity for many years. Recent investigations by the SSMEDC Gateway Committee, supported by detailed and realistic analysis by their consultants (PKF and FORREC), have determined this type of development is sustainable if it is a combined tourism and community supported destination attraction. Their consultants report presents an exciting, thoughtful approach to developing the site. It would dramatically change the landscape of the downtown and waterfront areas. It will also require considerable commitment of resources on the part of all levels of government including the City and private sector, if it is to be successful.

**BACKGROUND**

On January 24, 2011, Council accepted the Sault Ste. Marie Economic and Development Corporation's (SSMEDC) & Gateway Committee ("the Committee") report concerning the management plan and destination attraction development and business plan and recommended that EDF funding, previously committed to Gateway by Council, be used for the further planning and development of the site.

In February 2010, Council had authorized the Committee to have a two year mandate to pursue an "implementable" tourism project in Sault Ste. Marie that would be eligible for \$5 million in NOHFC funding. In November 2010 the SSMEDC Board of Directors approved Committee recommendations that included a public open house to showcase the SSMEDC plans for Gateway and encouraged the Committee to meet with identified stakeholders, and confirm support and commitment to the project.

The Committee retained PKF/FORREC a recognized expert in the development of these types of projects.

**CURRENT GATEWAY PLANNING EFFORTS**

In undertaking Gateway planning efforts, the Committee established the goals to create a tourist destination attraction for the City that will:

- Make a significant and lasting economic contribution for the City and area;
- Act as a catalyst for additional economic development;
- Create new jobs; and,
- Showcase Sault Ste. Marie and area as a significant gateway from the US to Ontario and Canada.

The Committee and its consultants concurred that the Gateway concept needed to be broadened to address other community interests, so additional goals were added:

- A year-round destination;
- A major public gathering and celebration space for the City;
- An additional attraction for the city that will appeal to locals and tourists;
- the creation of a "postcard" icon for the City;
- to be a significant new asset in the continued development of the downtown and waterfront;
- to promote the Sault's unparalleled interest in sustainable energy; and,
- to build on the city's image of being naturally gifted.

A detailed and realistic market and financial analysis of this development opportunity was undertaken to ensure that it be commercially viable. They also recommended that it be developed on a staged basis. The Committee is currently determining what may be the best organizational structure to facilitate such a significant initiative.

#### **CONSIDERATIONS**

Since the consultant's study was completed, other actions have occurred that will have a material effect on the future of this site. These include the decommissioning of the St. Mary's paper property for potential non-industrial uses and the decision by the Ontario Lottery and Gaming Corporation to privatize casinos.

Two weeks ago Friday the mayor, CAO and SSMEDC attended an OLG sponsored information session related to the OLG Land Gaming procurement process. In follow-up the City wrote to OLG Executives on June 14, 2012 indicating their position with respect to a future privately operated casino in the community. Enclosure A is a copy of this letter. The purpose for the letter was to encourage the establishment of a permanent casino and to integrate and create synergies with other surrounding developments and land uses, by embedding it within these related undertakings. Such action will have a material effect on the future of the Gateway site.

Recently, developers and investors have come forward on a confidential basis expressing interest to representatives SSMEDC and City staff in exploring development opportunities, which incorporate a range options for both the former St Marys Paper property and City owned Gateway site as well as take into consideration opportunities related to the privatizing of the Casino's operation on a partnership basis with the City.

As the PKF/FORREC report indicates, the Gateway project is only financially viable if it is both a tourism destination attraction and a local community attraction and focal point that incorporates revenue from sources other than tourism or tourism related commercial activities. The potential integration and synergies created by the privatization of the casino, former St Marys River property and the city owned Gateway site necessitates a new perspective and approach to this community/tourism development.

It would appear logical and necessary that the SSMEDC and City need time to discuss and reach consensus how best to organize and to move forward on these potential undertakings either on a combined or independent basis before taking any further action.

**Recommendations:**

- The SSMEDC provide City Council as information the PKF/FORREC report entitled, Management Plan and Destination/Attraction Development Business Plan Gateway Site.
- City staff and the SSMEDC, including representatives from staff, Executive and Gateway Committee, meet to discuss the report, next steps, and organizational considerations for the development of the Gateway property and neighboring developments, reporting back to the SSMEDC Board and Council no later than the August 13, 2013 with a report on the outcome of those discussions, recommendations and action plan.

Cc: Gateway Committee

## SUBMISSION TO THE SECTOR REVIEW PANEL BY THE CORPORATION OF THE CITY OF SAULT STE. MARIE

### BACKGROUND

Prior to the restructuring of the electricity sector in Ontario, the Public Utilities Commission of the City of Sault Ste. Marie provided both electricity and water utility services to residents and businesses of this community. In order to retain the obvious synergies in providing both electric and water services the assets and operations of the Commission were placed in a holding company called PUC Inc. which had several subsidiaries.

**PUC Distribution Inc.** is the local distribution company (LDC) and owns the electricity distribution assets in Sault Ste. Marie.

**PUC Energies Inc.** was created to find and develop business opportunities in the energy services sector. Energies owned a hot water tank rental business which was sold and the remaining assets merged with PUC Services Inc in 2010.

**PUC Telecom Inc.** provided high speed broadband telecommunications services over a fibre optic network in the city. This profitable enterprise was sold to Ontera in October 2011.

**PUC Services Inc.** holds the operating assets, such as personnel, vehicles and equipment, to manage the electricity distribution system under contract to PUC Distribution. Services is also under contract to provide customer care and management services to Espanola Regional Hydro. Services operates water and wastewater systems in the City of Sault Ste. Marie and in several smaller communities in the Algoma District. Services also owns and operates several solar generation facilities and the streetlight system in the City of Sault Ste. Marie.

PUC Services was subsequently restructured for financial planning and risk mitigation purposes and is currently held directly by the Corporation of the City of Sault Ste. Marie.

Despite being a mid-sized LDC located in a relatively isolated northern location, customers in Sault Ste. Marie enjoy electricity costs that are amongst the lowest in Ontario. It is able to do so because of equipment purchase decisions made by its predecessor organization, the synergies of PUC Services operating in both the water and electrical sectors and its practice to work collaboratively with other LDCs.

PUC Distribution participates in the northeast EDA District Purchasing Consortium. The Consortium collectively purchases major equipment on behalf of eight LDCs in northeast Ontario obtaining volume discounts on purchases that total millions of dollars annually. All participants benefit from the arrangement with the smaller LDCs receiving the greatest benefits. PUC Distribution is one of 48 member LDCs of the Utilities Standard Forum (USF). USF

develops engineering design standards to meet the requirements of the Electricity Safety Authority. PUC Distribution has worked with other utilities to share consulting costs for the planning and design phases of the installation of smart meters as well as conservation and demand management (CDM) initiatives. A collaborative approach with other LDCs has also resulted in cost and resource benefits being derived in the selection of service providers for various CDM programs.

## SALIENT ISSUES FOR THE PANEL'S CONSIDERATION

The City of Sault Ste. Marie raises three areas for the Panel's consideration.

1. Sault Ste. Marie strongly urges the Panel to recommend that any merger, divestiture or amalgamation should only proceed between a willing buyer and a willing seller. Furthermore, there should be no direct or indirect penalties for a municipality to retain its LDC nor should any unfair advantages be given to LDCs that wish to acquire other LDCs. Since restructuring, the number of LDCs has decreased from over 300 to 75. Given the amount of consolidation that has already occurred in the industry without government intervention, it would seem prudent to allow market forces to determine the eventual number of LDCs in Ontario.
2. The Drummond Report makes reference to the economies of scope that can be achieved by allowing LDCs to engage in businesses other than electricity distribution. PUC Services is an example of the synergies that can be achieved through economies of scope. The City commissioned BDR North America Inc. in 2007 to review its options with respect to PUC Inc. and its subsidiary companies. One of BDR's conclusions in its report to the City was that the value of the synergies from operating several utility services was estimated at \$600,000 annually. We believe that those savings are even larger today. Unfortunately there are artificial constraints that are encountered in operating several utility services which simply add costs and do not provide any practical protection to customers. The Panel should recommend that such constraints be eliminated so that economies of scope can be achieved at the lowest possible cost.
3. Currently the transfer tax has been suspended when a municipally owned LDC is merged or acquired by another municipally owned LDC. In this situation there is no loss of payment in lieu of taxes to the province unless the larger entity experiences a drop in profits after the acquisition or merger. The transfer tax would apply if a municipally owned LDC was acquired by an investor-owned company. The tax serves to offset the loss of the federal portion of the corporate tax. The transfer tax benefits the province at the expense of municipalities. It reduces the number of buyers for municipally owned LDCs and possibly the potential purchase price since other purchasers face the penalty of the transfer tax. The

6(8)(b)

City of Sault Ste. Marie recognizes the valuable asset that it has in PUC Distribution and has no intention to sell the company. However, the position of future city councils may differ due to whatever circumstances that may arise and it would want to have the opportunity of maximizing the return on its investment in the utility.



10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2012-120

**AGREEMENT:** (E2.3) A by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for 2012 Biennial Bridge Inspections in fulfillment of a mandated bridge inspection requirement.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 6<sup>th</sup> day of June, 2012 between the City and M.R. Wright & Associates for 2012 Biennial Bridge Inspections in fulfillment of a mandated bridge inspection requirement at a fee estimate of \$48,850.

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.

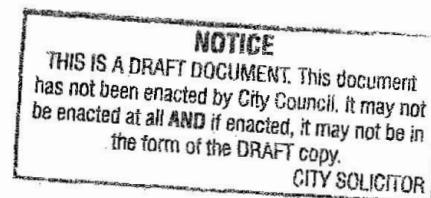
PASSED in open Council this 25<sup>th</sup> day of June, 2012.

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MAYOR – DEBBIE AMAROSO

---

CITY CLERK – MALCOLM WHITE



(D(a))

Schedule "A"

M.E.A./C.E.O.  
CLIENT/CONSULTANT AGREEMENT  
FOR  
MUNICIPAL WORKS

BIENNIAL MUNICIPAL BRIDGE AND OVERHEAD SIGN STRUCTURE INSPECTIONS  
FOR 2012  
CITY FILE 4.140.8  
MRW REFERENCE S12062

SAULT STE. MARIE, ONTARIO

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10(a)

- 1 -

FORM OF AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 6<sup>th</sup> day of June  
A. D. 2012

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client'  
THE PARTY OF THE FIRST PART

-AND-

M.R. WRIGHT & ASSOCIATES CO. LTD.

Hereinafter called the 'Consultant'  
THE PARTY OF THE SECOND PART

WHEREAS the Client intends to inspect all bridges and overhead structures within the limits of the municipal boundary of City of Sault Ste. Marie, Ontario.

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.

**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 3.2.3 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 3.2.3. 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 payment remains past due sixty days from the date of the invoice, then the Consultant shall have the right to suspend all work and/or terminate this Agreement without prejudice to any of its other rights or remedies upon 7 days written notice.

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, their employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11

Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

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 3.2.3.

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 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

The Client shall not divulge any specific form, report or electronic version thereof that may be reproduced by a third party deemed a competitor of the Consultant. The Consultant acknowledges that the information contained within the final submission is deemed information for the general public and domain.

**1.21      Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

**1.22      Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**1.23      Estimates, Schedules and Staff List**

**1.23.1      Preparation of Estimate of Fees, Schedule of Progress and Staff List**

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      Buried Utilities**

The Client shall provide a plan showing the location of existing buried utilities on Site. The Consultant and sub-contractors will exercise reasonable care and diligence to avoid damaging underground utilities. Should damage occur to any underground services reasonably beyond our control, the Client shall hold the Consultant and the Consultants sub-contractors harmless from any damage or financial loss(s) resulting from such damages.

**ARTICLE 2****2.1 SERVICES**

MRW agrees to provide the following services in accordance with MRW's proposal P12-062, dated March 16, 2012 (attached) and in accordance with the Section 1 of Ontario Structural Inspection Manual published by the Ontario Ministry of Transportation and the Highway Bridge Design Code, S6-06. The scope of work includes:

- Inspect 36 Municipal Vehicular Bridge and Water Crossing Structures
- Inspect 9 pedestrian Bridges (includes 2 new structures in the Fort Creek area)
- Prepare reports for each individual Bridge
- Prepare 5 and 10 year Capital Maintenance Program forecasting
- Inspect 34 Overhead Sign Structures (includes Rotary Pillars and arch on Russ Ramsey Way)
- Prepare reports for each individual Overhead Sign Structure

**2.2 EXCLUSIONS**

The Client shall provide the consultant all relevant details regarding subsurface conditions including but not limited to site services, geotechnical information, hydraulic information etc. Dependent on the information available the Consultant may require additional studies. The Consultant shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Consultant necessitate 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 3.2.3. In the event that the Client delays the project then the consultant shall have the right to renegotiate the agreement and comply with the terms of section 1.08.

**ARTICLE 3 - FEES AND DISBURSEMENTS****3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**(a) Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

(v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2 Basis of Payment**

**3.2.1 Fees Calculated on a Time Basis**

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:

Classification:	Hourly Rate:
Principals and Executives	\$155 per hour
Project Engineer	\$130 per hour
Draftsman	\$85 per hour
Technologist	\$85 per hour
Administration	\$60 per hour

These rates will be fixed for the duration of the project and include all related office expenses, such as facsimile, photocopying, telecommunications, computer equipment/systems, office supplies, and etcetera. These rates do not include applicable taxes.

Any required work in excess of 8 hours per day or weekend or holiday work is charged out at 1.5 times the regular rate for all employees except engineers. Engineers will be charge out at regular time.

Special assignments and court work is charged out at 1.5 time our hourly rates.

**3.2.1.2 Time Expended**

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

**3.2.2 Upset Limit**

For all Services described in Article 2 Part A thru D, an upset limit of \$48,850.00 including disbursements, excluding taxes, shall be established.

**3.2.3 Expenses & Disbursements**

Excluded from our Service Fees are out of office expenses, which may include but not limited to travelling, meals and accommodations, long distance telephone charges, long distance facsimile, advertising for tenders, special delivery, express charges, and etcetera, which will be charged as additional. The Consultant shall be reimbursed for expenses and add a mark-up of not more than 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of any additional insurance incurred by the services.

**3.2.3.1 Mileage**

In addition to the fee, the Consultant shall be reimbursed for vehicle use charges at a rate not exceeding \$0.53 per kilometer, for all mileage properly incurred by them in connection with the project.

**3.2.3.2 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 10% 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.

**3.2.3.3 Sub-Contractors**

The Consultant may engage sub-contractors to provide services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 10% 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 sub-contractor for the specialized services.

**3.2.3.4 Field Office**

The cost of providing and maintaining field offices shall be charged at cost plus a 5% administrative mark-up.

**3.2.3.5 Laboratory & Field Testing**

The cost of providing laboratory and field testing services shall be charged at MRW's standard testing rates, which are available upon request and shall be the rates current as of the date of endorsement of this agreement.

**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 immediate preceding month and a final invoice upon completion of Services. Payment is due upon receipt of invoice by Client and is past due 30 days from the date of invoice, without holdback. The Client agrees to pay and finance charge of 2% per month (24% per annum), on past due accounts.

The Client acknowledges and agrees that the Consultant may, at its sole discretion, hold back issuance of final reports and Certification of Completions letters until payment of all past due amounts has been received by the Consultant.

**IN WITNESS THERE OF**, the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**CONSULTANT**

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

(Signature)

Greg Saunders, P.Eng.

(Name)

## General Manager

(Title)

# THE CORPORATION OF THE CITY IF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

**MAYOR/CHAIRMAN REEVEWARDEN** Debbie Amaro

~~XXXXXX~~ CITY CLERK - Malcolm White

10(a)



## ENGINEERING OFFICE

Member of Consulting Engineers of Ontario  
Member of Association of Canadian Engineering Companies  
Certificate of Authorization Professional Engineers Ontario



Structural	Civil & Municipal	Environmental	Geotechnical	Mechanical & Electrical	Inspection & Testing
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Proposal #12-062

S

March 16, 2012

Mr. Don Elliott, P. Eng.  
Director of Engineering Services,  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5N1

**Re: 2012 Biennial Municipal Bridge Structure Inspections**

Dear Mr. Elliott,

We thank you for the opportunity to submit this proposal for the above noted project. MRW proposes to complete the inspections in accordance with Section 1 of the Ontario Structural Inspection Manual, latest edition and the Ontario Highway Bridge Design Code, S6-06.

The scope of the work includes:

- Inspect 36 Municipal Vehicular Bridge and Water Crossing Structures
- Inspect 9 pedestrian Bridges (includes 2 new structures in the Fort Creek area)
- Prepare reports for each individual Bridge
- Prepare 5 and 10 year Capital Maintenance Program forecasting
- Inspect 34 Overhead Sign Structures (includes Rotary Pillars and arch on Russ Ramsey Way)
- Prepare reports for each individual Overhead Sign Structure

We anticipate that the inspector will spend on average, approximately 4 hours at each bridge site, with an equal amount of time required to complete reporting in the office. We anticipate less time required for the Overhead Sign Structures. Use of the City's lift truck may be requested under certain circumstances. Should rental of one be required, this would be extra to the contract.

A 5 and 10 year capital maintenance program detailing future repair needs and capital costs will be developed/updated for each bridge.

Disbursements associated with the project will be charged at cost. Mileage will be reimbursed at the standard City rate.

Deliverables will include three (3) hard copies and one (1) electronic copy of:

w:\mrw quotes and proposals\2012\p12-062-city ssm biennial bridge inspections\city biennial bridge inspect.docx

71 Black Road, Unit 8  
Sault Ste. Marie, Ontario  
P6B 0A3  
www.mrweng.ca

"Serving Ontario Since 1961"

Phone (705) 945-5090  
Fax (705) 949-3026  
Email: mrw@mrweng.ca

- The Municipal structure Inspection form completed for each bridge structure including photographs for reference
- A recommended maintenance program detailing prioritized repair requirements, similar to that previously provided. The recommended maintenance program will be based upon the MTO Bridge Sufficiency Index.
- A 5 and 10 year capital plan including estimated costs in present and future dollar amounts.

Our estimated price for the above inspection and reports is:

1. Vehicular Bridges Inspection and Report	\$24,700.00
2. Pedestrian Bridges Inspection and Report	\$4,850.00
3. Capital Maintenance Forecasting	\$5,000.00
4. Overhead Structure Inspection and Report	\$12,000.00
5. Disbursements	\$2,300.00
Estimated Total Cost	\$48,850.00 (Taxes Extra)

Staffing for this project will include but not be limited to:

- Senior Engineer – Mr. Greg Saunders, P. Eng.
- Project manager/Senior Reviewer – Mr. Bob Wood
- Field Supervisor – Mr. Maurice McDonald
- Field Staff – Mr Wes Tabaczuk, E.I.T., Mr. Domenic Griffa

We anticipate 3 months to complete the inspections, with deliverables submitted within 4 months of notice to proceed. Once again, we thank you for the opportunity to provide our services. Should you have any questions or concerns, please contact us at your convenience.

With the mild spring, we would like to commence inspections in April if possible.

Yours truly,

G.J. Saunders, P. Eng.

GJS:mm

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2012-121

**AGREEMENT:** (E2.3) A by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for predesign, geotechnical work and environmental assessments for replacement of four single lane bridges on perimeter roads to be shared equally with Prince Township.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 6<sup>th</sup> day of June, 2012 between the City and M.R. Wright & Associates for predesign, geotechnical work and environmental assessments for replacement of four single lane bridges on perimeter roads to be shared equally with Prince Township at a fee estimate of \$64,000. Funding will come from the 2012 miscellaneous construction budget.

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 25<sup>th</sup> day of June, 2012.

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MAYOR – DEBBIE AMAROSO

---

CITY CLERK – MALCOLM WHITE

10(b)

Schedule "A"

M.E.A./C.E.O.  
CLIENT/CONSULTANT AGREEMENT  
FOR  
MUNICIPAL WORKS

ENGINEERING SERVICES FOR  
FOUR SHARED SINGLE LANE BRIDGE REHABILITATION/RECONSTRUCTION  
SAULT STE. MARIE, ONTARIO & TOWNSHIP OF PRINCE  
CITY FILE 4.140.1  
MRW REFERENCE G11110

AGREEMENT CONTENTS

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- 1 -

**FORM OF AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 6<sup>th</sup>, day of June**

**A. D. 2012**

**-BETWEEN-**

**THE CORPORATION OF THE CITY OF SAULT STE MARIE &  
CORPORATION OF THE TOWNSHIP OF PRINCE**

Hereinafter called the 'Client(s)'

**THE PARTY OF THE FIRST PART**

**-AND-**

**M.R. WRIGHT & ASSOCIATES CO. LTD.**

Hereinafter called the 'Consultant'

**THE PARTY OF THE SECOND PART**

WHEREAS the Clients intend to rehabilitate/replace four shared perimeter bridges, which are bridges 12 and 13 located on Town Line Road north of Base Line and bridges 14 and 15 on Base Line, on the municipal boundary between the City of Sault Ste. Marie, Ontario and Township of Prince, Ontario.

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 Clients 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.

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**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 3.2.3. 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 payment remains past due sixty days from the date of the invoice, then the Consultant shall have the right to suspend all work and/or terminate this Agreement without prejudice to any of its other rights or remedies upon 7 days written notice.

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, their employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11

**Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

## a) Comprehensive General Liability

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

## 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 3.2.3.

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 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

The Client shall not divulge any specific form, report or electronic version thereof that may be reproduced by a third party deemed a competitor of the Consultant. The Consultant acknowledges that the information contained within the final submission is deemed information for the general public and domain.

**1.21****Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

**1.22****Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**1.23****Estimates, Schedules and Staff List****1.23.1****Preparation of Estimate of Fees, Schedule of Progress and Staff List**

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****Buried Utilities**

The Client shall provide a plan showing the location of existing buried utilities on Site. The Consultant and sub-contractors will exercise reasonable care and diligence to avoid damaging underground

utilities. Should damage occur to any underground services reasonably beyond our control, the Client shall hold the Consultant and the Consultants sub-contractors harmless from any damage or financial loss(s) resulting from such damages.

## **ARTICLE 2**

### **2.1 SERVICES**

MRW agrees to provide the following services in accordance with MRW's proposal P11110, dated June 30, 2011 (attached):

- Perform a geotechnical and hydrology evaluation at each bridge location
- Complete environmental assessments and approvals
- Provide preliminary design concepts and design cost estimate
- Prepare draft cost estimates for design approvals, tendering, construction and contract administration

### **2.2 EXCLUSIONS**

The Client shall provide the consultant all relevant details regarding site services. Dependent on the information available the Consultant may require additional studies. The Consultant shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Consultant necessitate 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 3.2.3. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement and comply with the terms of section 1.08.

## **ARTICLE 3 - FEES AND DISBURSEMENTS**

### **3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

#### **(a) Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2 Basis of Payment****3.2.1 Fees Calculated on a Time Basis**

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:

Classification:	Hourly Rate:
Principals and Executives	\$155 per hour
Project Engineer	\$130 per hour
Draftsman	\$85 per hour
Technologist	\$85 per hour
Administration	\$60 per hour

These rates will be fixed for the duration of the project and include all related office expenses, such as facsimile, photocopying, telecommunications, computer equipment/systems, office supplies, and etcetera. These rates do not include applicable taxes.

Any required work in excess of 8 hours per day or weekend or holiday work is charged out at 1.5 times the regular rate for all employees except engineers. Engineers will be charge out at regular time.

Special assignments and court work is charged out at 1.5 time our hourly rates.

**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.

**3.2.2 Upset Limit**

For all Services described in Article 2, an upset limit of \$128,000.00 including disbursements, excluding taxes, shall be established.

**3.2.3 Expenses & Disbursements**

Excluded from our Service Fees are out of office expenses, which may include but not limited to travelling, meals and accommodations, long distance telephone charges, long distance facsimile, advertising for tenders, special delivery, express charges, and etcetera, which will be charged as additional. The Consultant shall be reimbursed for expenses and add a mark-up of not more than 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of any additional insurance incurred by the services.

**3.2.3.1 Mileage**

In addition to the fee, the Consultant shall be reimbursed for vehicle use charges at a rate not exceeding \$0.53 per kilometer, for all mileage properly incurred by them in connection with the project.

**3.2.3.2 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 10% 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.

**3.2.3.3 Sub-Contractors**

The Consultant may engage sub-contractors to provide services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 10% 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 sub-contractor for the specialized services.

**3.2.3.4 Field Office**

The cost of providing and maintaining field offices shall be charged at cost plus a 5% administrative mark-up.

**3.2.3.5 Laboratory & Field Testing**

The cost of providing laboratory and field testing services shall be charged at MRW's standard testing rates, which are available upon request and shall be the rates current as of the date of endorsement of this agreement.

**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 immediate preceding month and a final invoice upon completion of Services. Payment is due upon receipt of invoice by Client and is past due 30 days from the date of invoice, without holdback. The Client agrees to pay and finance charge of 2% per month (24% per annum), on past due accounts.

The Client acknowledges and agrees that the Consultant may, at its sole discretion, hold back issuance of final reports and Certification of Completions letters until payment of all past due amounts has been received by the Consultant.

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**IN WITNESS THERE OF**, the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**CONSULTANT**

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

(Signature)

Greg Saunders, P.Eng.

(Name)

### General Manager

(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.**

MAYOR/CHAIRMAN/REVE/WARDEN X Debbie Amaro

~~CLERK~~ CITY CLERK - Malcolm White

**CORPORATION OF THE TOWNSHIP OF PRINCE**

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement.

**MAYOR/CHAIRMAN/REEVE/WARDEN**

**CLERK**



# 10(b) ENGINEERING OFFICE

Member of Consulting Engineers of Ontario

Member of Association of Canadian Engineering Companies

Certificate of Authorization Professional Engineers Ontario



Structural Civil & Municipal Environmental Geotechnical Mechanical & Electrical Inspection & Testing

June 30, 2011

Proposal #P11110

Mr. Don Elliott, P.Eng.  
Director of Engineering Services  
The Corporation of the City of Sault Ste. Marie  
Level V – Civic Centre  
99 Foster Drive, P.O. Box 580  
Sault Ste. Marie, Ontario, P6A 5N1

**Re: Engineering Services Estimate for Single Lane Bridge Rehabilitation/Replacement,  
Sault Ste. Marie, Ontario**

Dear Sir:

Please find enclosed a cost estimate to provide consulting engineering services for the above noted project, as outlined in a request letter authored by Mr. Don Elliott, P.Eng. of The Corporation of the City of Sault Ste. Marie (City), dated May 17, 2011, City File 4.140.1.

The following summarizes our estimated Engineering Costs for bridges 12 and 13 on Town Line Road and bridges 14 and 15 on Base Line Road:

Geotechnical/Hydrology Evaluation and Report \$59,750.00

Environmental Assessments and Approvals \$24,000.00

Preliminary Design Concepts and Design Cost Estimate \$33,000.00

Construction and Contract Administration Cost Estimate \$8,000.00

**Total \$124,750.00**

We trust you will find the enclosed satisfactory for your requirements. If you have any questions, please contact us at your convenience.

Yours truly,

A handwritten signature in black ink, appearing to read "R.G.H. Wood".

R.G.H. Wood, P. Eng.

Cc: Peggy Greco, CAO and Reeve Ken Lamming, Corporation of the Township of Prince

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10(b)



## ENGINEERING OFFICE

Member of Consulting Engineers of Ontario

Member of Association of Consulting Engineers of Canada

Certificate of Authorization Professional Engineers Ontario



Structural Civil & Municipal Environmental Geotechnical Mechanical & Electrical Inspection & Testing

June 30, 2011

Proposal #P11110

Mr. Don Elliott, P.Eng.  
Director of Engineering Services  
The Corporation of the City of Sault Ste. Marie  
Level V – Civic Centre  
99 Foster Drive, P.O. Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1

**Re: Engineering Services Estimate for Single Lane Bridge Rehabilitation/Replacement, Sault Ste. Marie, Ontario**

### 1.0 INTRODUCTION

M.R. Wright & Associates Co. Ltd. (MRW) is pleased to offer our consulting engineering services for the above noted project based on the terms outlined in your letter dated May 17, 2011, City File 4.140.1.

It is understood that the City, in conjunction with the Township of Prince are interested in replacing four perimeter single lane bridges, which are bridges 12 and 13 on Town Line Road and bridges 14 and 15 on Base Line Road with new 2-lane facilities, either bridges or culverts as appropriate. In addition, potentially replacing the two Base Line Road bridges only and relocating the temporary steel overlays to the Town Line bridges to remove load restrictions. The bridges are shared equally between the municipalities. In addition to the four shared bridges, the Township of Prince is considering replacing a fifth single lane bridge on Gagnon Road with a new 2-lane facility, which is exclusively owned by the Township of Prince. A separate cost estimate will be prepared and submitted directly to the Township of Prince. However, it is noted that this cost estimate assumes that all five bridges will be evaluated at the same time.

The following cost estimate outlines our consulting engineering services required to execute the project and provides a cost breakdown to provide engineering services for each component outlined in the request letter dated May 17, 2011.

## 2.0 GEOTECHNICAL EVALUATION AND DESIGN RECOMMENDATIONS INCLUDING HYDROLOGY ASSESSMENT

### 2.1 General Geological History

Based on previous geological studies and well records in the vicinity of the proposed bridge locations, the soils are expected to consist of relatively recent alluvial deposits overlying glaciolacustrine deposits consisting of varved clay that extend upwards of 100 to 120 m below grade and overlie sandstone bedrock.

### 2.2 Subsurface Investigation

The geotechnical evaluation will consist of advancing a total of two boreholes at bridges 12 and 13 on Town Line Road. The boreholes will be advanced on either side of the bridges.

MRW has geotechnical information on file from a previous geotechnical investigation performed in 1984 for bridges 14 and 15 on Base Line Road. As such, we will utilize the information and advance one borehole at these bridges. Since the bridges are relatively close to one another, MRW will advance one sampled borehole to a depth of 30 m followed by a dynamic cone penetration test to a depth of 40 m at one of the bridges. At the other bridge we will advance one sampled borehole to a depth of 18 m. The borehole and dynamic cone penetration test will be advanced to the aforementioned depths or refusal, whichever is less.

At bridges 12 and 13 on Town Line Road we will advance one sampled borehole to a depth of 30 m followed by a dynamic cone penetration test to a depth of 40 m at each bridge. The borehole and dynamic cone penetration test will be advanced to the aforementioned depths or refusal, whichever is less.

A second borehole will be advanced at bridges 12 and 13 on Town Line Road on the other side of the bridge to a sampled depth of 6 m to confirm the upper fill material thickness, type and soil horizons on each side of the bridge. Upon completion of each borehole, the groundwater level will be recorded and a piezometer will be installed in one of the boreholes at each site for future monitoring.

All boreholes will be advanced with the use of a CME850 drill rig. The drill rig is equipped with conventional geotechnical soil sampling equipment consisting of 200 mm diameter continuous flight hollow stem augers, standard 51 mm outside diameter split-spoon sampler, AW rods, field vane and cone penetration testing equipment as necessary.

Soil samples will be recovered with a 51 mm outside diameter split spoon barrel in conjunction with Standard Penetration Tests (SPT), "N" values (ASTM D1586) at regular intervals. The SPT "N" values will be used to give a qualitative evaluation of the compactness condition of the soil and soil stratification. If cohesive soils are encountered, field vane measurements will be performed to determine the materials undrained shear strength properties in accordance with ASTM D2573-72. The cone penetration will be conducted in accordance with ASTM D3441-05. Shelby tube samples of cohesive soils will also be retrieved.

At the completion of the subsurface evaluation, the boreholes shall be loosely backfilled with auger cuttings and sealed with bentonite pellets to match the existing ground surface.

The recovered soil samples will be evaluated and logged in the field by an experienced MRW geotechnical technologist, in accordance with the Unified Soil Classification System (USCS). Details of the soil strata and groundwater elevation will be transcribed onto borehole logs. The soil samples will then be carefully transported to our laboratory for further visual and tactile examination by a geotechnical engineer.

Routine laboratory analysis will be completed on select soil samples to determine natural water contents, grain size distribution and Atterberg limits to obtain soil engineering properties. In the event the proposed design requires the existing roadway grades to be increased, obtained Shelby tubes will be left intact to perform consolidation testing at a future date to estimate primary consolidation settlement magnitudes with the increase in effective stress.

The soil samples will be stored for a 3 month period following completion of the field work.

The borehole's spatial locations and geodetic elevations will be surveyed by an MRW survey team.

Prior to site mobilization MRW will clear all underground service locates. All field work will be coordinated with the City and the Township of Prince.

In addition to the geotechnical subsurface investigation, MRW will perform visual and tactile observations of the site conditions, including surface conditions, topography, the performance/non-performance of existing bridge structures, potential impact of new structures, and etcetera;

### 2.3 Geotechnical Design Recommendations

Upon completion of the geotechnical evaluation MRW will prepare a geotechnical engineering report in accordance with the Canadian Highway Bridge Design Code, which will provide the following:

- A detailed description of soil and groundwater conditions including borehole logs;
- Foundation Design Recommendations including soil bearing pressure at Ultimate Limit States (ULS) and Serviceability Limit States (SLS) design, including recommended structures based on the soil conditions;
- Lateral earth pressure coefficients and unit densities for design of earth retaining structures;
- Erosion and frost protection recommendations; and
- Seismic site classification.

### 2.4 Hydrology Assessment

During the geotechnical evaluation we will also utilize the information obtained to perform a Hydrology Assessment to design the required bridge opening.

### 3.0 ENVIRONMENTAL ASSESSMENTS AND APPROVALS

As per the information requested, MRW will obtain all required approval information from the regulatory authorities, which would include but not necessarily limited to the following:

- Ministry of Environment;
- Fisheries and Oceans Canada;
- Ministry of Natural Resources;
- Sault Ste. Marie Region Conservation Authority; and
- Transport Canada.

#### 3.1 Federal Class Environmental Assessment

A Federal Class Environmental Assessment Screening Report will be required for each bridge site to ensure that the project does not have any adverse environmental impacts to the watercourse and surrounding area.

MRW will ensure that the environmental assessment requirements are followed and that these requirements are implemented and met. The project team will also ensure that the appropriate federal and provincial ministries and agencies, as well as affected individuals and groups are also involved, to ensure that the environmental clearance under federal legislation is obtained in a timely manner. The information gathered and documented will be assessed, evaluated and developed into proposed requirements for design.

#### 3.2 Navigable Water Protection Act

Bridges 14 and 15 on Base Line Road cross the Big Carp River and an unnamed tributary to the Big Carp River. Based on previous information obtained from the Canadian Coast Guard these waterways are considered navigable water within the meaning of the Navigable Waters Protection Act. MRW will apply for the Navigable Waters Protection Program (NWPP) for the reconstruction of the bridges.

Bridges 12 and 13 on Town Line Road cross the Little Carp River. At this time MRW does not have information pertaining to the navigability of this river. As such, MRW will contact Transport Canada to request their opinion on the navigability of the waterway. If the waterway is considered navigable, MRW will apply for the NWPP for the reconstruction of the bridges.

### 4.0 PRELIMINARY DESIGN CONCEPTS AND COST ESTIMATE FOR DESIGN

As per the information requested, we will prepare a report summarizing preliminary design concepts and sketches for the replacement of bridges 12 and 13 on Town Line and 14 and 15 on Base Line. MRW will prepare an estimate considering the replacement of all four structures with two lane bridges as well as

estimate the cost savings available if bridges 12 and 13 on Town Line were reconstructed as single lane structures. In addition, the option of replacing bridges 14 and 15 on Base Line and relocating the temporary steel overlays to bridges 12 and 13 on Town Line to remove load restrictions.

MRW will start the preliminary design work by performing a desktop review of all existing background information within our files. We will supplement all desktop information as required by performing a site review and preliminary inspection of each bridge, as well survey each bridge site. Upon completion of the desktop review and field work, we will study the feasibility of various structure types for the replacement structure including soil-steel structure, pre-cast concrete bridge and concrete box culvert. We will prepare comparative construction cost estimates for each of these alternatives. The most appropriate structure type will be determined with consideration of the following factors:

- Economics;
- Maintenance cost;
- Constructability – length of construction period;
- Environmental impacts; and
- Aesthetics.

In addition, MRW will provide a cost estimate to compare the relative magnitude of savings if bridges 12 and 13 on Town Line Road are reconstructed as single lane structures and the option of replacing bridges 14 and 15 on Base Line and relocating the temporary steel overlays to the Town Line Bridges.

## **5.0 DESIGN APPROVALS, CONSTRUCTION AND CONTRACT ADMINISTRATION COST ESTIMATE**

As per the information requested, we will prepare cost estimates for design approvals, construction and contract administration for the reconstruction of each bridge. MRW's services for the projects will include but will not necessarily be limited to the following:

- Provide a construction cost estimate for each proposed bridge once the final design is decided upon between MRW and the Municipality;
- Tender Preparation, final questions, review and recommendations;
- Attendance at the pre-construction meeting and regular (at least monthly) site meetings with the contractor and municipal representatives including a meeting at substantial performance of the works and a site review meeting near the end of the warranty period;
- Provisions of sufficient benchmarks and control points to the contractor for the layout of the work;
- Inspection of the works in order to establish payment quantities and ensure adherence to the

contract drawings and specifications. Given the scope of the project, we would propose to provide full time inspection during the construction;

- Review and provide recommendations to the Municipality including preparation of contract change orders for changes or additions to the work;
- Preparation and submission of monthly payment certificates to the Municipality for approval of payment to contractor;
- Preparation of Certificates of Substantial Performance and of Completion; and
- Liaison with municipal personnel, the public and regulatory authorities during construction.

## 6.0 FEES AND DISBURSEMENTS

### 6.1 Geotechnical/Hydrology Evaluation and Engineering Report, Bridges 12 and 13 – Town Line

MRW is prepared to complete a geotechnical and hydrology evaluation and subsequent engineering report for a fixed fee of **\$34,350.00 plus HST** for both bridges. The following is a detailed breakdown of labour and disbursement fees required by MRW to complete the geotechnical evaluation at both bridges and assumes that all five bridges will be investigated at the same time:

Task	Scope of work	Estimated Fees	Estimated Disbursements
Geotechnical Technologists	<ul style="list-style-type: none"> <li>• Organize and obtain underground locates</li> <li>• Coordinate drilling contractor</li> <li>• Borehole drilling supervision and subsurface logging of one borehole to 30 m and one borehole to 6 m</li> <li>• Survey borehole spatial and geodetic elevations</li> </ul>	\$3,500.00	\$0.00

Laboratory Testing	<ul style="list-style-type: none"> <li>• Natural water contents</li> </ul>	\$0.00	\$500.00
	<ul style="list-style-type: none"> <li>• Grain size distribution</li> </ul>	\$0.00	\$3,000.00
	<ul style="list-style-type: none"> <li>• Atterberg limits</li> </ul>	\$0.00	\$1,200.00
Geotechnical Engineer	<ul style="list-style-type: none"> <li>• Project management and field review</li> </ul>	\$1,200.00	\$0.00
	<ul style="list-style-type: none"> <li>• Tactile review of soils samples</li> </ul>	\$750.00	\$0.00
	<ul style="list-style-type: none"> <li>• Geotechnical design and report</li> </ul>	\$7,500.00	\$0.00
Hydrologist	<ul style="list-style-type: none"> <li>• Hydrology Assessment</li> </ul>	\$2,500.00	\$0.00
AutoCAD Specialist	<ul style="list-style-type: none"> <li>• Borehole logs and associated drawings</li> </ul>	\$1,200.00	\$0.00
Drilling Contractor	<ul style="list-style-type: none"> <li>• Mobilization and demobilization to and from site;</li> <li>• Advance boreholes and Cone Penetration rods</li> <li>• Supply and install monitoring well</li> <li>• Backfill boreholes with auger cuttings and bentonite clay</li> </ul>	\$0.00	\$13,000.00*
<b>SUBTOTAL</b>		<b>\$16,650.00</b>	<b>\$17,700.00</b>
<b>TOTAL FEES AND DISBURSEMENTS per BRIDGE</b>		<b>\$34,350.00 plus HST</b>	

**Notes:**

- \*Drilling Contractor costs assumes all five sites are completed at the same time. Otherwise additional mobilization costs and meals and lodging for out of town expenses may apply;

- The above estimate does not include any consolidation testing or engineering analysis and review.
- If the design requires the existing grades to be increased, consolidation testing to estimate primary consolidation settlement magnitudes and additional engineering analysis and reporting may be required depending on the height of the grade increase.

## 6.2 Geotechnical Evaluation and Engineering Report, Bridges 14 and 15 – Base Line

MRW is prepared to complete a geotechnical evaluation and subsequent engineering report for a fixed fee of **\$25,400.00 plus HST** for both bridges. The following is a detailed breakdown of labour and disbursement fees required by MRW to complete the geotechnical evaluation at both bridges and assumes that all five bridges will be investigated at the same time:

Task	Scope of work	Estimated Fees	Estimated Disbursements
Geotechnical Technologists	<ul style="list-style-type: none"> <li>Organize and obtain underground locates</li> <li>Coordinate drilling contractor</li> <li>Borehole drilling supervision and subsurface logging of one borehole to 30 m at one bridge and one borehole to 18 m depth at other bridge</li> <li>Survey borehole spatial and geodetic elevations</li> </ul>	\$2,500.00	\$0.00
Laboratory Testing	Natural water contents	\$0.00	\$400.00
	Grain size distribution	\$0.00	\$2,200.00
	Atterberg limits	\$0.00	\$900.00
Geotechnical	Project management and field review	\$1,200.00	\$0.00

Engineer	• Tactile review of soils samples	\$700.00	\$0.00
	• Geotechnical design and report	\$7,000.00	\$0.00
Hydrologist	• Hydrology Assessment	\$2,000.00	\$1,000.00
AutoCAD Specialist	• Borehole logs and associated drawings	\$1,000.00	\$0.00
Drilling Contractor	• Mobilization and demobilization to and from site; • Advance boreholes and Cone Penetration rods • Supply and install monitoring well • Backfill boreholes with auger cuttings and bentonite clay	\$0.00	\$7,500.00*
<b>SUBTOTAL</b>		<b>\$14,400.00</b>	<b>\$11,000.00</b>
<b>TOTAL FEES AND DISBURSMENTS</b>		<b>\$25,400.00</b>	

**Notes:**

- \*Drilling Contractor costs assumes all five sites are completed at the same time. Otherwise additional mobilization costs and meals and lodging for out of town expenses will apply;
- The above estimate does not include any consolidation testing or engineering analysis and review. If the design requires the existing grades to be increased, consolidation testing to estimate primary consolidation settlement magnitudes and additional engineering analysis and reporting may be required depending on the height of the grade increase.

### 6.3 Environmental Assessments and Approvals

MRW is prepared to complete Environmental Assessments and obtain all required approvals for each bridge for a fixed fee of **\$6,000.00 plus HST** for a total fee of **\$24,000.00 plus HST**. The following is a detailed breakdown of labour and disbursement fees required by MRW to complete the Environmental Assessments and Approvals at one bridge and assumes that all five bridges will be assessed at the same time:

Task	Scope of work	Estimated Fees	Estimated Disbursements
Environmental Technologist	<ul style="list-style-type: none"> <li>• Organize and obtain all required background information from the regulatory authorities</li> <li>• Draft letters to regulatory authorities, such as the MOE, SSMRCA, DFO, etc. for review by environmental engineer</li> <li>• Draft an Environmental Assessment Class Screening Report for review by environmental engineer</li> <li>• Apply for NWPP</li> </ul>	\$4,000.00	\$0.00
Environmental Engineer	• Project management	\$1,000.00	\$0.00
	• Review of all reports and letters	\$1,000.00	\$0.00
<b>SUBTOTAL</b>		<b>\$6,000.00</b>	<b>\$0.00</b>
<b>TOTAL FEES AND DISBURSEMENTS per BRIDGE</b>		<b>\$6,000.00 plus HST</b>	

**Notes:**

- The above estimate does not include any fees that may be required by government agencies and will be extra.

## 6.4 Preliminary Design Concepts and Cost Estimates

MRW is prepared to complete preliminary design concepts and cost estimates for each bridge for a fixed fee of **\$8,250.00 plus HST** for a total fee of **\$33,000.00 plus HST**. The following is a detailed breakdown of labour and disbursement fees required by MRW to complete preliminary design concepts and cost estimates at one bridge and assumes that all five bridges will be assessed at the same time:

Task	Scope of work	Estimated Fees	Estimated Disbursements
Structural Designer	<ul style="list-style-type: none"> <li>Prepare a draft report summarizing preliminary design concepts for the replacement of all four bridges with 2-lane structures. In addition to the four lane on Town Line bridges a draft report for replacement as a single lane</li> <li>Prepare a draft cost estimate for each proposed bridge for comparison</li> </ul>	\$3,750.00	\$0.00
AutoCAD Specialist	<ul style="list-style-type: none"> <li>Prepare preliminary design drawings</li> </ul>	\$1,250.00	\$0.00
Structural Engineer	<ul style="list-style-type: none"> <li>Review of all reports, cost estimates and preliminary design drawings</li> </ul>	\$1,500.00	\$0.00
	<ul style="list-style-type: none"> <li>Project Management</li> </ul>	\$500.00	\$0.00
	<ul style="list-style-type: none"> <li>Design Review Meetings</li> </ul>	\$250.00	\$0.00
Survey Team	<ul style="list-style-type: none"> <li>Survey bridge and surrounding area</li> </ul>	\$1,000.00	\$0.00
<b>SUBTOTAL</b>		<b>\$8,250.00</b>	<b>\$0.00</b>
<b>TOTAL FEES AND DISBURSEMENTS per BRIDGE</b>		<b>\$8,250.00 plus HST</b>	

**Notes:**

- The above estimate does not include any fees that may be required by government agencies and will be extra.

## 6.5 Design Approvals, Construction and Contract Administration Costs

MRW is prepared to complete design approvals, construction and contract administration costs for each bridge for a fixed fee of **\$2,000.00 plus HST** for a total fee of **\$8,000.00 plus HST**. The following is a detailed breakdown of labour and disbursement fees required by MRW to complete construction and contract administration cost estimate at one bridge and assumes that all five bridges will be assessed at the same time:

Task	Scope of work	Estimated Fees	Estimated Disbursements
Structural Designer	<ul style="list-style-type: none"> <li>Prepare a draft cost estimate for tendering, construction and contract administration</li> </ul>	\$1,500.00	\$0.00
Structural Engineer	<ul style="list-style-type: none"> <li>Review and finalize cost estimates</li> </ul>	\$500.00	\$0.00
<b>SUBTOTAL</b>		<b>\$2,000.00</b>	<b>\$0.00</b>
<b>TOTAL FEES AND DISBURSEMENTS per BRIDGE</b>		<b>\$2,000.00 plus HST</b>	

**Notes:**

- The above estimate does not include any fees that may be required by government agencies and will be extra.

## 6.6 Summary of Cost Estimates

The following summarizes our cost estimates for each component of our consulting engineering services for bridges 12 and 13 on Town Line Road and bridges 14 and 15 on Base Line Road:

Geotechnical/Hydrology Evaluation and Report	\$59,750.00
Environmental Assessments and Approvals	\$24,000.00
Preliminary Design Concepts and Design Cost Estimate	\$33,000.00
Construction and Contract Administration Cost Estimate	<u>\$8,000.00</u>
	<b>Total \$124,750.00</b>

## 7.0 CLOSURE

We trust the above information is complete and satisfactory for your requirements and we thank you for the opportunity of providing engineering/consulting services. If you are interested in retaining MRW to provide our engineering services, please send signed copy of the following Authorization to Proceed form. Please feel free to contact MRW at your convenience to discuss any aspects of this work.

Yours truly,

Maurice Corriveau, P.Eng.

R.G.H. Wood, P.Eng.

## 8.0 LIMITATION OF LIABILITY

The services performed and outlined in our geotechnical evaluation report, will be based, in part, upon the Terms of Reference, which may include, but are not limited to, visual observations of soil samples, laboratory analyses, groundwater observations and soil bearing capacity information. Our opinion cannot be extended to portions of the site that are unavailable for direct observations, reasonably beyond the control of MRW.

It is the responsibility of the Client to disclose all known issues and information pertaining to the site prior to conducting the geotechnical evaluation. MRW cannot assume responsibility for investigations resulting from unknown issues or information, which were not brought to our attention prior to the commencement of the assignment. The possibility remains that unexpected subsurface conditions may be encountered at the site in locations not specifically investigated. Parties interpreting the geotechnical report may wish to carry out more extensive investigations. Any use which a third party makes of the geotechnical report, or any reliance on or decisions to be made based upon it, are the responsibility of such third parties. The services provided will not be subject to any expressed or implied warranties.

The total amount of all claims the Client may have against MRW or any present or former partners, executive officers, directors, stockholders or employees thereof under the agreement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of MRW's professional fees for the assignment. No claim may be brought against MRW in contract or in tort more than two (2) years after the Services were completed or terminated under the agreement.

## AUTHORIZATION TO PROCEED

By acknowledging this document through signature and date, I, the Client, hereby authorize M.R. Wright & Associates Co. Ltd. to provide engineering consulting services, as identified in the preceding quote P11110 for a fixed fee and disbursements of \$124,750.00 plus HST.

---

Signature

---

Date

---

Name

---

Organization

**Notes:**

Please sign and return this authorization to proceed form to MRW by either:

- Fax: 705-949-3026
- E-mail: [m.corriveau@mrweng.ca](mailto:m.corriveau@mrweng.ca)
- Mail or in person: 71 Black Road – Unit #8, Sault Ste. Marie, Ontario, P6B 0A3

Please make any cheques payable M.R. Wright & Associates Co. Ltd.

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2012-122

**AGREEMENT:** (E2.3) A by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for the design and construction inspection of interim repairs to the seawall in front of 719 Bay Street.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 6<sup>th</sup> day of June, 2012 between the City and M.R. Wright & Associates for the design and construction inspection of interim repairs to the seawall in front of 719 Bay Street for an estimate fee of \$15,575. Funding will come from the 2012 Miscellaneous Construction Budget.

**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 25<sup>th</sup> day of June, 2012.

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MAYOR – DEBBIE AMAROSO

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CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2012\2012-126 SEAWALL REPAIRS AT 711 719 BAY ST.DOC

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

10(c)

SCHEDULE "A"

M.E.A./C.E.O.  
CLIENT/CONSULTANT AGREEMENT  
FOR  
MUNICIPAL WORKS

ENGINEERING SERVICES FOR  
RETAINING WALL REPAIR DESIGN 719 BAY STREET  
SAULT STE. MARIE, ONTARIO  
CITY FILE 4.140.8  
MRW REFERENCE S12049

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10(c)

- 1 -

FORM OF AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 6<sup>th</sup> day of June

A. D. 2012

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

M.R. WRIGHT & ASSOCIATES CO. LTD.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to conduct repairs to the Retaining Wall on the St. Mary's River at 719 Bay Street, in the City of Sault Ste. Marie, Ontario.

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.

**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 3.2.3 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 3.2.3. 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 payment remains past due sixty days from the date of the invoice, then the Consultant shall have the right to suspend all work and/or terminate this Agreement without prejudice to any of its other rights or remedies upon 7 days written notice.

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, their employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11

**Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) **Comprehensive General Liability**

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

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 3.2.3.

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 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

The Client shall not divulge any specific form, report or electronic version thereof that may be reproduced by a third party deemed a competitor of the Consultant. The Consultant acknowledges that the information contained within the final submission is deemed information for the general public and domain.

1.21

**Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22

**Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23

**Estimates, Schedules and Staff List**

1.23.1

**Preparation of Estimate of Fees, Schedule of Progress and Staff List**

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****Buried Utilities**

The Client shall provide a plan showing the location of existing buried utilities on Site. The Consultant and sub-contractors will exercise reasonable care and diligence to avoid damaging underground utilities. Should damage occur to any underground services reasonably beyond our control, the Client shall hold the Consultant and the Consultants sub-contractors harmless from any damage or financial loss(s) resulting from such damages.

**ARTICLE 2****2.1      SERVICES**

MRW agrees to provide the following services in accordance with MRW's proposal 12-049 dated March 4, 2012 (attached):

- Complete design drawings and tender documents
- Complete tender process and make recommendation to City of Sault Ste. Marie for award
- Complete application/notification to required agencies
- Monitor construction process and report

**2.2      EXCLUSIONS**

The Client shall provide the consultant all relevant details regarding subsurface conditions including but not limited to site services, geotechnical information, hydraulic information etc. Dependent on the information available the Consultant may require additional studies. The Consultant shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Consultant necessitate 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 3.2.3. In the event that the Client delays the project then the consultant shall have the right to renegotiate the agreement and comply with the terms of section 1.08.

**ARTICLE 3 - FEES AND DISBURSEMENTS****3.1      Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**(a)      Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2 Basis of Payment****3.2.1 Fees Calculated on a Time Basis**

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:

Classification:	Hourly Rate:
Principals and Executives	\$155 per hour
Project Engineer	\$130 per hour
Draftsman	\$85 per hour
Technologist	\$85 per hour
Administration	\$60 per hour

These rates will be fixed for the duration of the project and include all related office expenses, such as facsimile, photocopying, telecommunications, computer equipment/systems, office supplies, and etcetera. These rates do not include applicable taxes.

Any required work in excess of 8 hours per day or weekend or holiday work is charged out at 1.5 times the regular rate for all employees except engineers. Engineers will be charge out at regular time.

Special assignments and court work is charged out at 1.5 time our hourly rates.

**3.2.1.2 Time Expended**

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

**3.2.2 Upset Limit**

For all Services described in Article 2, an upset limit of **\$15,575.00** including disbursements, excluding taxes, shall be established.

**3.2.3 Expenses & Disbursements**

Excluded from our Service Fees are out of office expenses, which may include but not limited to travelling, meals and accommodations, long distance telephone charges, long distance facsimile, advertising for tenders, special delivery, express charges, and etcetera, which will be charged as additional. The Consultant shall be reimbursed for expenses and add a mark-up of not more than 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of any additional insurance incurred by the services.

**3.2.3.1 Mileage**

In addition to the fee, the Consultant shall be reimbursed for vehicle use charges at a rate not exceeding \$0.53 per kilometer, for all mileage properly incurred by them in connection with the project.

**3.2.3.2 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 10% 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.

**3.2.3.3 Sub-Contractors**

The Consultant may engage sub-contractors to provide services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 10% 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 sub-contractor for the specialized services.

**3.2.3.4 Field Office**

The cost of providing and maintaining field offices shall be charged at cost plus a 5% administrative mark-up.

**3.2.3.5 Laboratory & Field Testing**

The cost of providing laboratory and field testing services shall be charged at MRW's standard testing rates, which are available upon request and shall be the rates current as of the date of endorsement of this agreement.

**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 and a final invoice upon completion of Services. Payment is due upon receipt of invoice by Client and is past due 30 days from the date of invoice, without holdback. The Client agrees to pay and finance charge of 2% per month (24% per annum), on past due accounts.

The Client acknowledges and agrees that the Consultant may, at its sole discretion, hold back issuance of final reports and Certification of Completions letters until payment of all past due amounts has been received by the Consultant.

- 9 -

**IN WITNESS THERE OF,** the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

) \_\_\_\_\_  
)  
)  
)  
)  
)  
)  
)

**CONSULTANT**

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

(Signature)



Greg Saunders, P.Eng.

(Name)

General Manager

(Title)

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

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR/CHAIRMAN/REVEWARDEN DEBBIE AMAROSO

CLERK CITY CLERK MALCOLM WHITE



# 10(c) ENGINEERING OFFICE

Member of Consulting Engineers of Ontario

Member of Association of Canadian Engineering Companies

Certificate of Authorization Professional Engineers Ontario



Structural

Civil & Municipal

Environmental

Geotechnical

Mechanical & Electrical

Inspection & Testing

Proposal No. P12049

March 4, 2012

Mr. Don Elliott, P.Eng.  
Director of Engineering Services  
The Corporation of the City of Sault Ste. Marie  
Level V – Civic Centre  
99 Foster Drive, P.O. Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1

By Email: [d.elliott@cityssm.on.ca](mailto:d.elliott@cityssm.on.ca)

**Re: Engineering Services to Design Repairs for Retaining Wall  
719 Bay Street, Sault Ste. Marie, On**

Dear Don:

Firstly, please accept my apologies for the tardy submission of this proposal. It took longer than anticipated to locate and review the diving footage completed on the previous project at 711 Bay Street. Fortunately the divers did inspect the end of the retaining wall in front of 719 Bay Street providing valuable information necessary to the design of the repair.

MRW is pleased to provide the following proposal for engineering services to complete the detailed design drawings and tender specifications for the necessary rehabilitation to the retaining wall at 719 Bay Street, Sault Ste. Marie, Ontario.

The proposed scope of work includes:

- Complete a design drawings and tender documents
- Complete tender process and make recommendation to the City of Sault Ste. Marie of award
- Complete notification/application to required agencies
- Monitor construction progress and report

MRW is prepared to complete the above noted scope of work for a fee of \$15,575.00, HST extra.

w:\mrw quotes and proposals\2012\structural\p12-049 - city of sault ste marie retaining wall\719 bay street retaining wall repair.docx

71 Black Road, Unit 8  
Sault Ste. Marie, Ontario  
P6B 0A3  
[www.mrweng.ca](http://www.mrweng.ca)

*"Serving Ontario Since 1961"*

Phone (705) 945-5090  
Fax (705) 949-3026  
Email: [mrw@mrweng.ca](mailto:mrw@mrweng.ca)

We trust the above is satisfactory for your requirements at this time. Should you require further information or clarification, please do not hesitate to call the undersigned at your earliest convenience. This proposal shall remain in effect for a period of sixty (60) days.

Yours truly,



Greg Saunders, P.Eng.

GJS:gjs

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-123

**AGREEMENT:** (L.5.7) A by-law to authorize the execution of a Letter of Agreement between the City and the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 8<sup>th</sup> day of June, 2012 between the City and the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 25<sup>th</sup> day of June, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

staff/by-laws/2012/2012-123/cf

**NOTICE**

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

CITY SOLICITOR

10(d)

Schedule "A"

Ministry of  
Transportation

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
(416) 327-9200  
[www.mto.gov.on.ca](http://www.mto.gov.on.ca)

Ministère des  
Transports

Bureau du ministre

Édifice Ferguson, 3<sup>e</sup> étage  
77, rue Wellesley ouest  
Toronto (Ontario)  
M7A 1Z8  
(416) 327-9200  
[www.mto.gov.on.ca](http://www.mto.gov.on.ca)



Ontario

June 8, 2012

Her Worship, Debbie Amaroso  
Mayor  
City of Sault Ste. Marie  
PO Box 580, 99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

Dear Mayor Amaroso:

**RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Sault Ste. Marie (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")**

---

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program") under which two (2) cents of the existing provincial gas tax will be provided to municipalities for public transportation expenditures.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the Dedicated Gas Tax Funds for Public Transportation Program – 2011 / 2012 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which have been reviewed and are understood by the Municipality and are hereby incorporated by reference, the Ministry and the Municipality covenant and agree as follows:

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to \$1,211,118 in accordance with and subject to the terms set out in this Letter of Agreement and the guidelines and requirements, with \$908,339 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and the remaining payments payable thereafter on a quarterly basis.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements, including those related to annual appropriations of funds by the Legislative Assembly of Ontario.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds only in accordance with the guidelines and requirements.

5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2011 / 2012 Program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired or to be acquired with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose, and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. If the Legislature fails to appropriate sufficient funds for the Program, the Ministry may terminate this Letter of Agreement immediately by giving written notice to the Municipality. In such instance the Ministry may cancel all further dedicated gas tax fund payments.
9. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.
10. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

10(d)

- 4 -

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation  
Division Services and Program Management Office  
27<sup>th</sup> Floor, Suite # 2702  
777 Bay Street,  
Toronto, Ontario  
M7A 2J8

Once the Ministry has received the signed copies, the last signature of which shall be the effective date of this Letter of Agreement, together with a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Bob Chiarelli  
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and by signing below I am signifying the Municipality's consent to be bound by these terms.

The Corporation of the City of Sault Ste. Marie

Per: \_\_\_\_\_ Date: June 25, 2012  
*Mayor*  
Mayor - Debbie Amaroso

Per: W. Kip Date: June 14, 2012  
Chief Financial Officer/Treasurer

Per: \_\_\_\_\_ Date: June 25, 2012  
City Clerk  
City Clerk - Malcolm White

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2012-127

**AGREEMENT:** (E2.1) A by-law to authorize the execution of a Service Agreement between the City and Local Authority Services Limited for the Energy Planning Tool.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Service Agreement in the form of Schedule "A" hereto dated the 25<sup>th</sup> day of June, 2012 between the City and Local Authority Services Limited for the Energy Planning Tool which allows municipalities to manage energy activities and projects, generate reports and manage energy consuming assets.

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 25<sup>th</sup> day of June, 2012.

**MAYOR – DEBBIE AMAROSO**

**CITY CLERK – MALCOLM WHITE**

## **ENERGY PLANNING TOOL SERVICES AGREEMENT**

This Agreement made this 25 day of **June**, 2012.

### **BETWEEN**

**The Corporation of the City of Sault Ste. Marie**  
**(the "Municipality")**

**-and-**

**Local Authority Services Limited**  
**("LAS")**

**(each a "Party" and together the "Parties")**

### **RECITALS**

WHEREAS Local Authority Services Limited is in the business of providing an online energy planning tool (EPT) to all interested Ontario municipalities;

AND WHEREAS the Municipality would like to utilize the EPT service provided by LAS for the purposes of developing a municipal energy plan;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

### **Interpretation**

1. The Schedule(s) and Appendices set out below are attached to and form part of this Agreement:
  - Schedule 1 – Fee Schedule

### **Obligations**

2. Following are the mutual obligations for both the Municipality and LAS related to the available service option of the EPT.

<b>Municipality</b>	<ul style="list-style-type: none"> <li>• Liaise with LAS to start a subscription to the EPT and grant relevant users access</li> <li>• Ongoing entry of all appropriate data and relevant documentation into the EPT</li> <li>• Abide by file format and size restrictions</li> <li>• Plan and report generation</li> </ul>
<b>LAS</b>	<ul style="list-style-type: none"> <li>• Hosting the EPT software</li> <li>• Maintenance and upgrades related to the EPT software</li> <li>• Support including Users Guide and Help Desk for EPT users</li> <li>• Communications to users related to software</li> <li>• Required updates</li> </ul>

### Fees

3. The Municipality agrees to pay LAS fees based on the fees outlined in Schedule 1 to this Agreement until such time as the Agreement is terminated by either party pursuant to Section 7 of this Agreement.
4. The fees include all costs related to hosting, managing and administering the EPT on behalf of the Municipality, including the costs of software maintenance and updates, and the cost of any third parties engaged by LAS to assist in providing services under this Agreement.
5. In addition to the Fees, the Municipality shall pay to LAS any applicable taxes, sales taxes or any other taxes (excluding income taxes or taxes based on net income) properly exigible on the supply of the Services provided herein. No other fees are payable by the Municipality.
6. LAS, in its sole discretion, can increase the fees for the EPT service options. LAS will provide all users with one hundred twenty (120) days notice of any fee changes.

### Term

7. The term of this Agreement shall commence on the date of execution and shall remain in effect for an initial period of one (1) year and thereafter shall automatically renew from year to year unless and until terminated by either Party upon ninety (90) days prior written notice.
8. The obligation to make payment under Schedule 1, and the liability and indemnification provisions shall survive the termination of this Agreement.
9. Upon written notice of termination, all data received prior to the termination date shall be processed pursuant to this Agreement, and all related Fees shall be paid as set out herein.

### Invoicing

10. LAS shall provide to the Municipality, an invoice setting forth the Fees and taxes due by the Municipality to LAS within thirty (30) days of returning this Agreement.

11. Within thirty (30) days after receipt of the invoice from LAS, the Municipality shall pay the Fees and taxes due to LAS.
12. If the Municipality fails to pay any amounts payable hereunder when due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the prime rate plus two percent (2%)

### **Termination**

13. Upon written notice of termination, and after all fees are paid, LAS will provide the Municipality with an electronic file containing all of the Municipality's data that has been entered into the EPT.

### **Standard of Service**

14. LAS shall perform all Services using suitably qualified and experienced personnel in a professional, diligent and timely manner and in the best interests of the Municipality.
15. The Municipality acknowledges that certain actions must be taken, and certain documents and other relevant information must be provided by the Municipality in order for LAS to perform the Services. The Municipality is solely responsible for the accuracy of the data input into the EPT.
16. The EPT service is meant to provide users with a means to develop energy plans and annual reports on progress made towards energy use goals, and its resultant economic and environmental costs, in those plans. LAS does not guarantee the Municipality any financial savings from using the EPT as this requires actions at the local level well beyond the scope of the services provided by LAS.

---

### **Indemnification and Liability**

17. The Municipality shall indemnify and hold LAS, its directors, officers, employees, agents and contractors harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses and accrued interest thereon (including the costs and expenses of, and accrued interest on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable lawyers' fees and reasonable disbursements in connection therewith) asserted against or suffered by the Municipality relating to, in connection with, resulting from, or arising out this Agreement other than (a) breaches of LAS' obligations herein; (b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by LAS contained in this Agreement; and/or (c) any of LAS' negligent acts or omissions.

### **Confidentiality**

18. "Confidential Information" comprises all information, in any form and medium that the Municipality and LAS learn from the other concerning the business and affairs of the other, and any project related data and information.

19. Neither Party shall disclose Confidential Information to third parties, other than required for the purposes of this Agreement or on a confidential basis to legal counsel, financial advisors or other contractors and institutions, or as required by law or by any court with jurisdiction. The Parties shall inform their respective employees and agents of these obligations and take reasonable steps to ensure their compliance with this Agreement.

### **Dispute Resolution**

20. Any controversy, dispute, difference, question or claim arising between the Parties in connection with this Agreement that cannot be resolved by a manager from each Party (collectively, the "Dispute") shall be settled in accordance with this Article.

21. The aggrieved Party shall send the other Party written notice identifying the Dispute, its position on the Dispute and the remedy sought. Upon receipt of such written notice, a senior officer of the other Party shall enter into good faith negotiations with a senior officer of the aggrieved Party to resolve the Dispute.

22. If the Dispute has not been resolved within thirty (30) days after such written notice has been given, either Party may avail itself of any process or means legally available to resolve the Dispute.

### **Notices**

23. All provisions herein shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

24. All notices which may be necessary or proper for either Party to serve upon the other shall be served by delivery to the Party to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below.

**To Local Authority Services Limited:**

200 University Avenue, Suite 801  
Toronto, Ontario M5H 3C6

Facsimile Number: (416) 971-6191

**To Municipality:**

99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5X6

Facsimile Number: (705) 541-7165

25. All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or, if mailed or sent by facsimile as aforesaid, three (3) business days after the same is mailed as aforesaid. Either Party may at any time by notice in writing to the other change the address for service of notice on it.

10(e)

## Miscellaneous

26. This Agreement, including any Schedule attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof. This Agreement shall be read with all changes of gender or number required by the context.
27. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.
28. This Agreement may be executed in several counterparts, each of which so executed being deemed to be an original, and such counterparts together shall constitute but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.

The Corporation of the City of Sault Ste. Marie and LAS have respectively executed and delivered this Agreement as of the date first set out above.

**Local Authority Services Limited**



---

Nancy Plumridge

President

Local Authority Services Limited  
200 University Avenue, Suite 801,  
Toronto, ON M5H 3C6

(T) 416-971-9856  
(F) 416-971-6191

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

---

Debbie Amaroso

Mayor

99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5X6

(T) 705-759-5344  
(F) 705-541-7171

---

Malcolm White

City Clerk

99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5X6

(T) 705-759-5388  
(F) 705-759-2310

10(e)

## Schedule 1 Fees for Full and Self Serve Options

In accordance with Section 3, the Municipality agrees to pay LAS the following fees:

### **Ongoing Annual Services**

- (a) an annual subscription fee of \$200

Annual subscription is based on a calendar year (Jan 1-Dec 31) with a January 1 renewal. Any new member will be billed the prorated Year when they join (ex: someone joining in June will be billed for June –December).

**Accepted and agreed to this 25 day of June, 2012 by:**

**Local Authority Services Limited**



Nancy Plumridge

President

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

Debbie Amaroso

Mayor

Malcolm White

City Clerk

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW NO. 2012-125

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 131 Second Line East an area of site plan control.

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. 1990, 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 25<sup>th</sup> day of June, 2012.

**NOTICE**

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

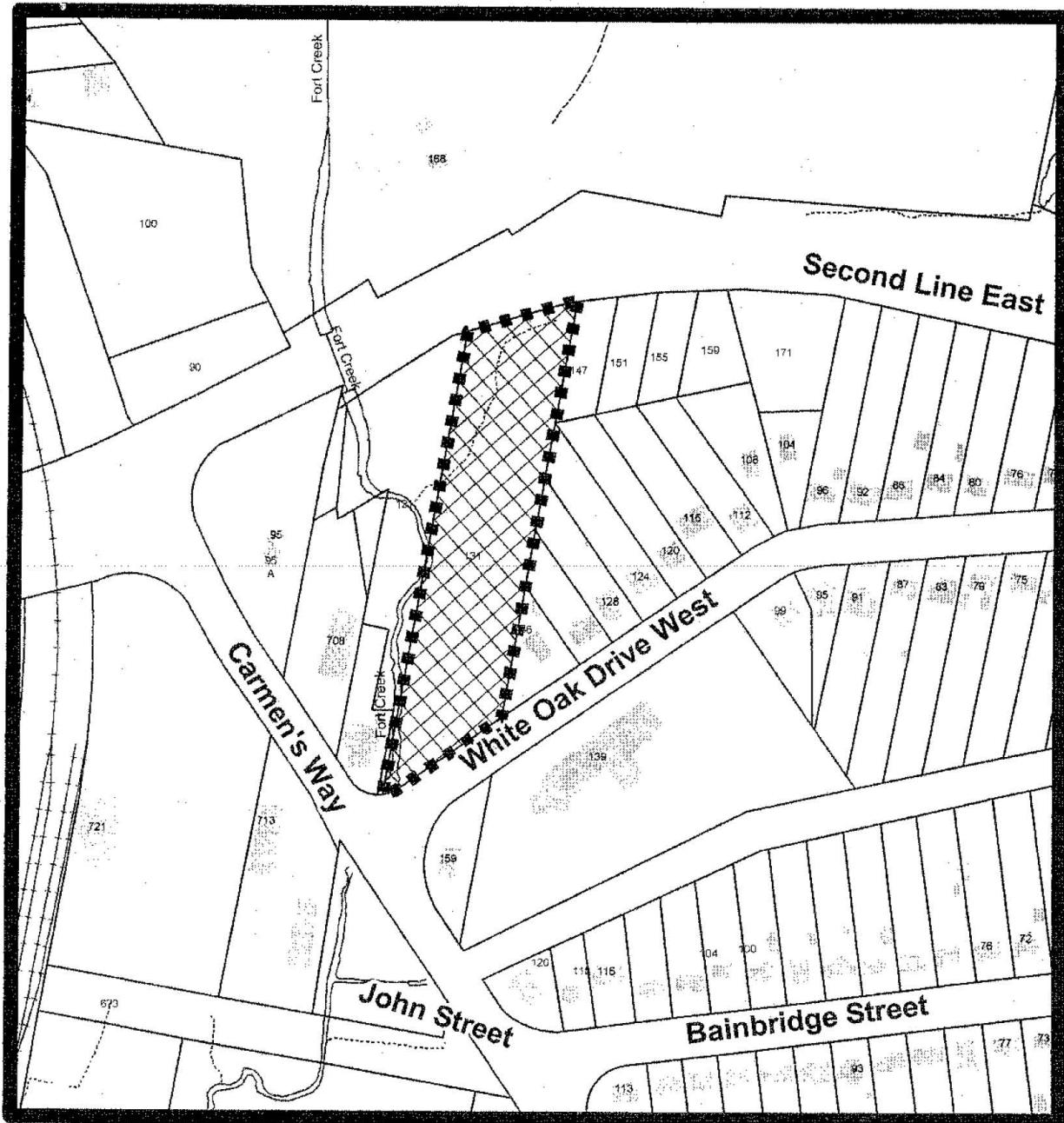
CITY SOLICITOR

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

10(g)

SCHEDULE "A" TO BY-LAW 2012-125



**SUBJECT PROPERTY MAP**

PLANNING APPLICATION A-19-12-Z

**131 SECOND LINE EAST**



Metric Scale  
1 : 2500

Maps  
58 & 1-73

Mail Label ID  
A-19-12-Z

Subject Property = 131 2nd Line E

Subject Property = 131 2nd Line E

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-126

PROPERTY: (P3.3) A by-law to re-establish procedures, including the giving of notice to the public governing the sale of surplus real property owned by the Municipality.

The Corporation of the City of Sault Ste. Marie, pursuant to Section 270 of the *Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

**1. DECLARATION PROPERTY SURPLUS, APPRAISAL & NOTICE**

Before selling any real property, the Council shall:

- (1) declare, either by by-law or resolution, that the said real property is surplus to the needs of the municipality;
- (2) when appropriate in the circumstances obtain an appraisal or valuation of the fair market value of the real property; and
- (3) give notice of the proposed sale of the surplus property as set out below.

**2. NOTICE OF PROPOSED SALE**

- (1) Notice of the proposed sale or disposition of the real property shall be sufficiently given if notice of the proposed sale or disposition is published once in the local newspaper;
- (2) Notice under Section 2(1) is not required where other notice provisions in the *Municipal Act, 2001* or any other Act set out other notice requirements; and
- (3) Notice shall indicate that highest offer shall not necessarily be accepted.

**3 EXEMPTIONS TO APPRAISAL REQUIREMENT**

Without limiting the scope of S.1(3) above, the following specific situations do not require an appraisal or valuation:

- (1) An appraisal is not required to the following classes of land:
  - (1) land 0.3 metres or less in width acquired in connection with an approval or decision under the Planning Act;
  - (2) closed highways if sold to an owner of land abutting the closed highways;
  - (3) land that does not have direct access to a highway if sold to the owner of land abutting that land; and
  - (4) easements granted to public utilities or telephone companies.

**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

(2) An appraisal is not required for the sale of land to the following:

- (1) a local board, including a school board and a conservation authority; and
- (2) the Crown in right of Ontario or Canada and their agencies.

4. **SCHEDULE "A"**

Attached as Schedule "A" to this by-law are additional procedures respecting the sale of City property.

5. **BYLAW REPEALED**

Bylaw 2007-150, as amended, is repealed.

6. **EFFECTIVE DATE**

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

PASSED in open Council this 25<sup>th</sup> day of June, 2012.

---

MAYOR – DEBBIE AMAROSO

---

CITY CLERK – MALCOLM WHITE

**SCHEDULE "A" to By-law 2012-126**

IN ADDITION to the requirements under Sections 1 and 2 of this by-law the following procedures apply:

**1. SALE OF CITY PROPERTY GENERALLY**

- (i) A person or firm who wishes to purchase property owned by the City must make its request in writing to the Legal Department.
- (ii) The Legal Department investigates all requests to ensure that the sale will be in the best interests of the City.
- (iii) The Legal Department forwards information on the property to the appropriate City departments and outside agencies that may have an interest in the matter for their comments.
- (iv) If the Legal Department feels that the property should be sold a report is prepared for City Council. In any event the applicant may request the matter be sent to Council.
- (v) If City Council agrees to dispose of the property, the Legal Department arranges for the sale of the property.
- (vi) In the case of the sale of parkland, all owners within 120 metres of the property proposed to be sold must be advised by mail of the City's intent to do so if the property being sold does not require a rezoning for its proposed use.
- (vii) The highest offer may not necessarily be accepted. Where appropriate, the City may accept lower offers if it is in the best interest of the City or for charitable or altruistic reasons (such as donations to Habitat for Humanity).

**2. SALE OF UNDERSIZED CITY PROPERTY**

- (i) If a property does not meet the minimum size and area requirements of the zoning by-law, the Legal Department may offer to sell the property to abutting owners.
- (ii) Each abutting owner may purchase a minimum of 50 percent of the property. If an owner does not wish to purchase the land, it will then be offered to the other abutting owner.

**3. CLOSING A STREET, LANE OR PUBLIC THOROUGHFARE AND ITS SALE**

The following outlines the closing and subsequent sale of streets, lanes and public thoroughfares in the City:

- (i) A property owner who wishes to have the City close a street, lane or public thoroughfare must make a request to the Legal Department. A request must be for an entire street, lane or public thoroughfare section, from the intersection of one street, lane or public thoroughfare to another. This condition may be waived if the Legal Department feels it is in the best interest of the Municipality;

- (ii) The Legal Department prepares an application and provides petitions to the applicant;
- (iii) The applicant must obtain the signatures on the form provided of all property owners whose land abuts the portion of the street, lane or public thoroughfare to be closed. These owners also must indicate whether they wish to have a portion of the street, lane or public thoroughfare conveyed to them;
- (iv) If the applicant meets all the requirements of the application, the Legal Department circulates the information to all City departments and outside agencies that may have an interest in the matter for their comments;
- (v) If the Legal Department feels that closing the street, lane or public thoroughfare will be in the best interest of the City, a report with a recommendation as well as a by-law will be prepared for Council's consideration;
- (vi) If City Council approves the proposed closing, the by-law receives first and second reading. The legal Department then puts a notice in the newspaper once a week for two (2) consecutive weeks stating the City's intention to close the lane or street;
- (vii) If no objections to the lane closing are received, the applicant is requested to obtain a plan of survey of the land prepared by an Ontario Land Surveyor. The applicant must submit a draft of the survey to the Legal Department for approval prior to its registration;
- (viii) Once the plan has been approved and registered the by-law is placed on Council's agenda for third and final reading;
- (ix) The applicant gives two copies of the registered plan to the Legal Department. The Legal Department then prepares the appropriate deeds and has them signed by each owner, where necessary;
- (x) All costs of the survey must be paid by the benefiting owners. If an owner does not pay his or her share of the survey cost within thirty (30) days, the City may offer the full width of the street or lane to the owner on the opposite side of the street or lane;
- (xi) The City may retain or grant easements for present or future use by utility companies. This may restrict the improvements undertaken by property owners on the easement portion of the property;
- (xii) The Legal Department notifies the Chief Building Official of all parcels of land conveyed to property owners as well as the easements retained by the City or on behalf of any utility companies; and
- (xiii) Despite the provisions of this Section 3 of Schedule "A", if a commercial use proposes to expand its operation and to do so it requires the entire portion of an abutting street, lane or public thoroughfare, City Council may agree to convey the entire street, lane or public thoroughfare to the commercial establishment, without offering any portion of the property to an abutting property owner or property owners.

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-128

**TEMPORARY STREET CLOSING:** (S.2.) A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 15, 2012 to facilitate the Italian Festival.

**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 CATHCART STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Cathcart Street from Hudson Street to Carmen's Way on July 15, 2012 from 11:00 a.m. to 12:00 a.m. to facilitate the Italian Festival.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 25<sup>th</sup> day of June, 2012.

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MAYOR – DEBBIE AMAROSO

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CITY CLERK – MALCOLM WHITE

Bylaws\2012\2012-128 Temp. St. Closing Italian Festival

NOTICE  
THIS IS A DRAFT DOCUMENT. This document  
has not been officially adopted by the City of Sault Ste. Marie.  
By: Mayor Debbie Amaroso  
Date: June 25, 2012

CITY SOLICITOR

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-124

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 131 Second Line East.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 and Section 36 of the *Planning Act*, R.S.O. 1990, chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **131 SECOND LINE EAST; WITH FRONTAGE ON BOTH SECOND LINE AND WHITE OAK DRIVE, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WHITE OAK DRIVE AND CARMEN'S WAY; CHANGE FROM PR TO R.2.-H.S WITH A "SPECIAL EXCEPTION".**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-73 of Schedule "A" to By-law 2005-150, is changed from PR (Parks and Recreation) zone to R.2.-H.S. (Single Detached Residential) zone with a "Holding Provision" and 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(315) and heading as follows:

**"2(315) 131 Second Line East**

Despite the provisions of By-law 2005-150, the zone designation on the lands located at the northeast corner of White Oak Drive's intersection with Carmen's Way, with frontage upon both Second Line and White Oak Drive and having civic number 131 Second Line East and outlined and marked "Subject Property" on the map attached as Schedule 315 hereto is changed from PR (Parks and Recreation) zone to R.2.-H.S. (Single Detached Residential) zone with a "Holding Provision" and with a "Special Exception", subject to the following condition:

- (1) That access to Second Line East be prohibited.

No development pursuant to this by-law may take place until the Holding Provision has been removed by amendment to this by-law by City Council. The Holding Provision in this by-law shall only be removed by City Council pursuant to Section 36 of the *Planning Act*, provided that the following issues are addressed to the satisfaction of City Council:

- (a) The study must be conducted by a geotechnical specialist whose credentials must be approved by the Commissioner of Engineering and Planning or his designate. The said study shall address slope stability including the stability of slopes upon the subject property, as well as any possible impacts to abutting properties and/or structures. The study shall address any possible impacts to the Fort Creek Flood Channel located at the bottom of the ravine;
- (b) The study shall address soil bearing capacity in relation to the construction of the residence, attached garage, driveway and any other proposed structures upon the Subject Property;

**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(j)

- (c) The study shall also include a review of any additional concerns, which in the opinion of the geotechnical specialist, should be addressed;
- (d) The study shall include recommendations aimed at ensuring long term slope stability, on the Subject Property and adjacent lands including any ongoing maintenance or review required by the homeowner to ensure continued slope stability; and
- (e) The study shall include any recommendations deemed appropriate by the geotechnical specialist, relating to on-site construction supervision to ensure that the recommendations of the report are adhered to.

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 25<sup>th</sup> day of June, 2012.

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MAYOR – DEBBIE AMAROSO

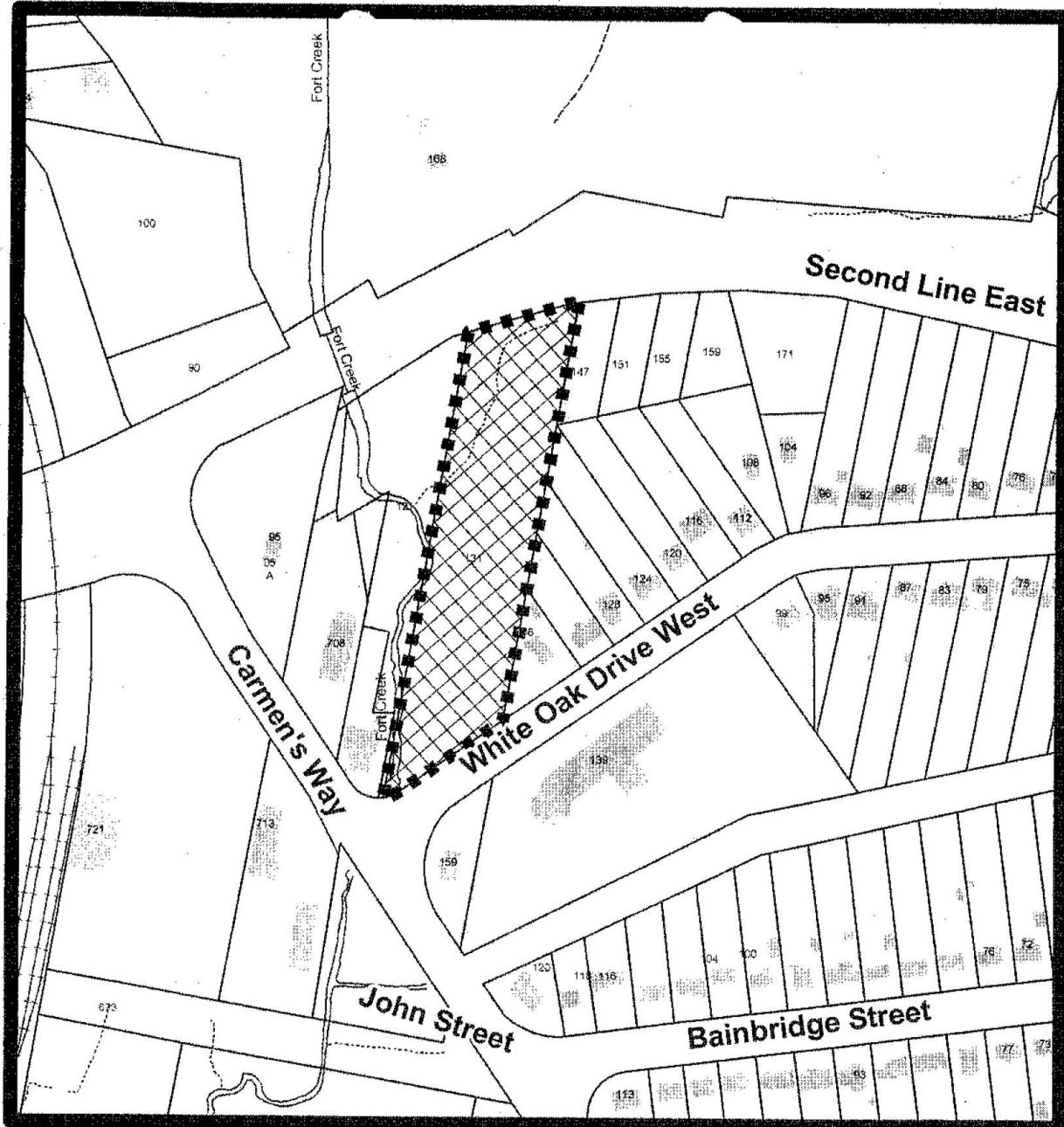
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CITY CLERK – MALCOLM WHITE

da LEGALSTAFF\ZONING\7. ZONING & DC WITH SPECIAL EXCEPTION\2012-124 AND 2012-125 VIOOTTO 131  
SECOND LINE E\BY-LAW 2012-124 ZONING WITH SPECIAL EXCEPTION.DOC

10(j)

SCHEDULE "A" TO BY-LAW 2012-124 AND SCHEDULE 315 TO BY-LAW  
2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE  
PASSED IN OPEN COUNCIL THIS 25<sup>th</sup> DAY OF JUNE, 2012.





# City of Sault Ste. Marie

## Corporate Strategic Plan

2011-2014

Progress Report #3—June 2012



## **Vision Statement**

**(the future of the City)**

“The Corporation will be a leader in the provision of efficient, affordable and quality services supporting a progressive and sustainable community”

## **Mission Statement**

**(what the City does)**

“To provide quality and cost-effective municipal services in a responsible and supportive manner.

# **Corporate Values**

## **Integrity and honesty**

We will demonstrate honesty, sincerity and fairness in carrying out our responsibilities.

## **Accountability and transparency**

We will be accountable to our citizens and transparent in our decision-making processes.

## **Commitment to citizens and the community**

Putting people first is a hallmark of success. We are committed to working together to provide inclusive and accessible services to protect, support and enrich quality of life in our community.

## **Respect and appreciation of employees**

We will strive to create an environment where all employees share a common purpose and direction. We value energized and enthusiastic employees who make the most effective use of available physical and financial resources to deliver the best possible service.

## **Fiscal responsibility**

We will manage municipal finances in a responsible and prudent manner to provide quality and affordable services. We pursue best practices to lower costs and ensure best value in service delivery.

## **Environmental stewardship**

We will use resources wisely to maintain and create a livable city for future generations, minimizing the footprint of our activities on the environment.

# **Strategic Directions**

## **Developing Solid Infrastructure**

Environmental Leadership

Transportation Network Improvements

Equipment Renewal

Property Management and Development

## **Delivering Excellent Services**

Communications

Process Improvement

Leadership and Staff Development

Technological Innovation

## **Enriching Our Lives**

Recreational/Cultural Infrastructure

Planning for the Future

## Strategic Direction 1: Developing Solid Infrastructure

### Objective 1A – Environmental Leadership

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Solid waste management •Bio-solids management study (awaiting provincial compost guidelines) •Implementation Design Construction •EA for solid waste disposal	Underway	Underway 2014 2014 2014	Reduction in waste/refuse  Increased waste disposal capacity	D. Elliott	Engineering, PUC, PWT, Consultants	\$65,000  \$750,000 \$11,250,000 \$750,000	\$65,000  \$750,000 \$11,250,000 \$750,000	Sewer Surcharge Operations Budget + Sewer Surcharge Capital Budget  Waste Disposal Site Reserve	Approved  Approved	2010-2011  2005 to unknown	Study scheduled for completion in 2012  Scheduled for completion in 2014
West End Sewer Investigative Study •Upgrades to west end sewage plant •Infiltration elimination/reduction	Underway	Underway	Improved wastewater quality and operations ( <i>Study within term of this plan, upgrades post-Reduce costs; Reduce bypasses and overflows to river (\$100,000/annually)</i> )	D. Elliott	Engineering, PUC, PWT, Consultants	\$120,000  TBD  \$400,000	\$120,000  TBD  \$400,000	Sewer Surcharge Capital Budget  Sewer Surcharge Capital Budget	Approved  Approved	2009  2011-2014	Scheduled for completion in 2012  Ongoing initiative
Implement SCADA system to monitor operations of waste water facilities •System construction/ installation/ commissioning •System improvements (check valves, removal of overflows)	Underway	2011	Improved operations and communications	D. Elliott	Engineering, PUC, PWT, Consultants	\$175,000	\$500,000	Sewer Surcharge Capital budget; COMRIF	Approved	2009	Scheduled for completion in 2012  Scheduled for completion in 2012
Rehabilitation of aqueducts/open channels •Fort Creek •Central Creek	2012	2018 2012 2015	Improved stormwater management Extend life of flood control facilities	D. Elliott	Engineering, PUC, PWT, Consultants, Conservation Authority	\$5,475,000	\$6,500,000	Capital Works (Urban Only) Budget + Federal gas tax			Phase 1 design underway Phase 1 construction planned for 2012
Review sanitary sewer construction – sewers not associated with roadways	Underway	Ongoing	\$100,000 annually	D. Elliott	Engineering	\$400,000	\$400,000	Sewer Surcharge Capital Budget	Approved	Ongoing	
Reconstruction of small pumping stations •Lake Street •McGregor Avenue •Industrial Court "A" •Tallack Boulevard •Pine Street	2011 2011 2012 2012 2012	2012 2012 2014 2014 2014	Upgrade/replace aging sanitary pump stations Reduce overflows	D. Elliott	Engineering PWT Consultants	\$600,000  \$500,000 \$500,000 \$500,000	\$600,000  \$500,000 \$500,000 \$500,000	Sewer Surcharge	Approved  Approved	2011 2011	Complete Complete Study scheduled for 2012 Study scheduled for 2012 Study scheduled for 2012
Underground fuel tank replacement •Fire – Station 1 •Cemetery •PWT (Sackville)	2011 2011 2012	2011 2011 2012	Reduce liability	J. St. Jules J. King L. Girardi	Fire Cemetery PWT	\$60,000  \$70,000 \$135,000	\$60,000  \$70,000 \$135,000	Capital from Current Capital from Current Capital from Current	Approved	2011	Project complete Fall 2012 To be referred to 2013 budget

## Strategic Direction 1: Developing Solid Infrastructure

### Objective 1B – Transportation Network Improvements

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Environmental Assessments for: •Great Northern Road – Second Line/Third Line •Third Line East and Black Road – hospital to Second Line •Second Line – Old Garden River to Black Road •Northern Avenue extension	Underway Underway Underway 2014	2012 2012 2012 2015	Improved pedestrian and vehicular traffic flow	D. Elliott	Engineering, Consultants	\$50,000 \$55,000 \$50,000 \$50,000	\$50,000 \$55,000 \$50,000 \$50,000	Misc Construction budget Misc Construction budget Capital Budget w. Pine/connecting link Misc Construction budget	Approved Approved Approved	2009-2010 2010-2011 2011-2012	Complete To be completed fall 2012 Complete
Connecting link reconstruction •Miscellaneous resurfacing Second Line – Gt. Northern to Pine  Great Northern – Second Line to Third Line Second Line – Pine to Strathclair  •Root River bridges (Gt. Northern)		2012 2013 2014 2011	Improved pavement Extend longevity	D. Elliott	Engineering, Consultants	\$500,000 \$500,000 \$500,000 \$703,500	\$6,000,000 \$2,800,000	Capital Works budget + connecting link funding	Approved	2011-2012 2011	To be completed fall 2012 To be completed fall 2013 pending MTO funding To be completed fall 2014 pending MTO funding Complete
McNabb/South Market connection	Underway	2011	Improved traffic flow at McNabb/ Boundary/	D. Elliott	Engineering, Consultants	\$1,800,000	\$1,800,000	Capital Works Budget	Approved	2009-2010	Complete
Pine Street extension – Northern Avenue to Second Line •Phase 1 – road construction  •Phase 2 – intersection with Second Line	2011 2012	2011 2012	Improved traffic flow meets Master Traffic Plan	D. Elliott	Engineering, Consultants	\$1,600,000	\$4,200,000	Capital Works budget; Federal gas tax; sewer surcharge – urban only	Approved Approved	2011-2012	Surface works in Phase 1 to be completed in 2012 Phase 2 intersection scheduled for completion in 2012
Third Line extension	Underway	2011	Improved traffic flow meets Master Traffic Plan objective	D. Elliott	Engineering, Consultants	\$1,100,000	\$1,100,000	Capital Works Budget	Approved	2009-2010	Complete
Capital Works Road Reconstruction  •John Street – Wellington to Elm •Queen Street – Pim to Simpson •Euclid Road – Wemyss to Pim •Glenholme Drive/Arthur Street •White Oak Drive – North to John •Queen Street Phase 2 – Simpson to Pine •Maretta – Wallace Terrace to Henrietta •Upton Road – Queen to Wellington  •Queen Street – Pine to Gravelle	2011 2012 2012 2011 2012 2013 2013 2013 2013	2013 2013 2013 2012 2013 2013 2013 2013 2014	Improved longevity of infrastructure	D. Elliott	Engineering, Consultants	\$12,500,000  \$7,900,000  \$8,300,000	\$16,800,000  \$7,900,000  \$8,300,000	Capital Works Budget; Federal gas tax; sewer surcharge urban capital	Approved	2011-2012	Scheduled for completion fall 2012 Scheduled for completion fall 2013 Scheduled for completion fall 2013 Scheduled for completion fall 2013 Resurfacing scheduled for 2014

## Strategic Direction 1: Developing Solid Infrastructure

### Objective 1B – Transportation Network Improvements

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
•Forest Avenue – Putney to Upton	2014	2014				\$1,300,000	\$1,300,000	\$750K Misc; \$600K Capital budget		2012	Scheduled for completion fall 2014
•St. Andrew's Terrace – John to North Street	2014	2014									Scheduled for completion fall 2014
•London Street – North to Tancred	2014	2014									Scheduled for completion fall 2014
•March Street – Queen to Wellington	2014	2014									Scheduled for completion fall 2014
•People's Road-Everett to Third Line (resurfacing)	2012	2012									Scheduled for completion fall 2012
Bridge improvements for: •Base Line #14 and #15  •Town Line #12 and #13  (all shared with Prince Township)			Improved longevity Removal of load restrictions (shared with Twp. of Prince)	D. Elliott	Engineering, Consultants, Prince Twp.	\$64,000	\$128,000	Misc construction 50% cost share with Prince Capital Works budget	Approved	2012	Pre-design scheduled for 2012
Preliminary design	2011	2012				\$2,000,000	\$4,000,000				
Construction		2015	Contingent upon Prince Twp. obtaining funding								
Improved transportation systems – assume lead role as transportation hub for Northern Ontario (Northern											
•Rail	2011	2014	Monitor implementation of capital improvement	J. Fratesi							Underway
•Harbour Phase 1 – Study	2011	2014	Shipping access to expedite ingress of raw materials and egress of finished products (SSM)	Transportation Committee	EDC, Consultant Essar Ports	\$200,000	\$200,000		Approved	2008	Awaiting funding for business case
•Air	2011		Improve air service	Air Services Committee							Ongoing efforts with Airport Development Corporation
Transportation master plan update	2012	2012	Transportation master plan for capital forecasting	D. Elliott	Engineering, Consultants, PWT	\$200,000	\$200,000	Capital Works Budget	Approved	2012	Scheduled for completion early 2013

## Strategic Direction 1: Developing Solid Infrastructure

### Objective 1C – Property Management and Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
PWT Equipment Program Review •adding public works, landfill and cemetery equipment needs to 10 year capital plan •review credit system	2010	2011	Report with recommendations for financing equipment renewal/ replacement	S. Schell	L. Girardi M. Blanchard, M. Pinder, J. King, J. Bruzas				Report only		To be completed in 2013
Transit •Replace one parabus •40-foot transit buses	2011	ongoing	Transit vehicles replaced on a managed timeline Four buses funded in 2011/2012	L. Girardi D. Scott B. Freiburger	J. Bruzas, PWT, Finance, AAC	\$100,000 \$500,000	\$100,000 \$2,000,000	Capital from Current Federal gas tax; Surplus	Approved	2011-2012	Currently being tendered Completed
Fire – replace 55' Quint (pumper/aerial apparatus)	2013	2014	Replace 15-year-old apparatus in compliance with insurance underwriter's guidelines	M. Provenzano	J. St. Jules F. Brescacin	\$812,000	\$812,000	Fire Capital Equipment Reserve		2013-2014	Planning phase has begun with preliminary concept ideas discussed
Corporate fuel adjustment	2012	2012	Mitigate volatile fuel prices	S. Schell	PWT Finance	\$2,400,000	\$2,400,000	General Levy		2012-2014	Adjustment of \$350,000 in 2012 budget. Complete
Civic Centre •Flooring upgrade •Council Chambers refresh (A/V etc.) •Service elevator upgrade •Window replacement	Underway 2012 2013	2013 2012 2013 2013	Building upgrades to maintain integrity and \$50,000/year – 2011-2013	J. Dolcetti R. Caron	Engineering Clerk's Clerk's	\$150,000  \$100,000  \$200,000 \$500,000	\$150,000  \$100,000  \$200,000 \$500,000	Capital from Current Capital from Current Capital from Current Capital from Current	Approved	2011-2013 2012 2013 2013	Phase 1 complete. Phase 2 tender currently being prepared Currently looking at different technologies. Scheduled for completion in 2013 Scheduled for completion in 2013
Fire •Roof replacement – Station 4 •Lighting fixture upgrades Stations 1, 2, 3 •Direct capture exhaust systems Stations 2, 3 •Station 1 office reconfiguration •Energy upgrades - Station 1 stall heating system •Resurface parking lot–Station 1 •Electronic fuel card lock dispensing system	2011 2011 2011 2012 2012 2012 2013	2011 2011 2011 2012 2012 2012 2013	Eliminate leaks and protect building and contents Energy cost savings, reduce carbon footprint Improved health and safety Optimize efficiency Energy cost savings, reduce carbon footprint Eliminate trip hazards Enhanced tracking system to improve	M. Provenzano J. St. Jules M. Provenzano M. Provenzano J. St. Jules M. Provenzano J. St. Jules	J. St. Jules J. St. Jules J. St. Jules J. St. Jules J. St. Jules J. St. Jules	\$470,000  \$12,000  \$68,000  \$18,500  \$52,200  \$250,000  \$50,000	\$470,000  \$12,000  \$68,000  \$18,500  \$52,200  \$250,000  \$50,000	Capital from Current +DSSAB rent revenue Capital from Current Capital from Current Capital from Current Capital from Current Fire Capital Reserves Capital from Current Capital from Current	Approved	2011-2013 2011 2011 2012 2012 2013 2013	Project completed in 2011 Project completed in 2011 Project completed in 2011 Completion expected by the end of July, 2012 Report being prepared for Council Subject to Council approval in 2013 Subject to Council approval in 2013

## Strategic Direction 1: Developing Solid Infrastructure

### Objective 1C – Property Management and Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
PWT •Admin building energy retrofit – HVAC •Lighting retrofit  •Shop exhaust •Overhead doors •Equipment storage garage  •Sand storage	2012  2011  2011 2012 2013  2014	2012  2011  2011 2012 2014  2014	Improved energy conservation (Project is dependent upon OPA funding)  Improved health and Replace 26 wooden Expand equipment storage facility  Sand storage	L. Girardi M. Blanchard  Green Committee  Green Committee	PWT/Finance  Green Committee  Green Committee	\$32,000  \$73,000  \$90,000 \$130,000 \$550,000  \$550,000	\$32,000  \$85,000  \$90,000 \$130,000 \$550,000  \$550,000	Capital from Current  Ontario Power Authority, Green Committee Reserve  Capital from Current	Approved  Approved	2010  2011	HVAC system – complete  Lighting Retrofit – complete  Shop exhaust-expected completion in 2012 P.O. is issued – 80% complete
Fencing east side landfill site	2011	2012	To provide site security	M. Pinder	PWT	\$80,000	\$80,000	Landfill site reserve	Approved	2011	Fencing to be installed fall of 2012
Cemetery – Mausoleum Phase XIII	2011	2012		J. King	PWT	\$600,000	\$600,000	Cemetery Reserve Fund	Approved	2011-2012	Project has been tendered – projected completion in 2012
PWT – parts for vehicles – transit addition	2010	2012	Budget for increasing costs of replacement	B.Freiburger L. Girardi	M. Blanchard J. Bruzas	\$150,000	\$150,000	General Levy			Reviewed during 2012 budget Completed
Transit – Replace roof – vehicle storage building (Huron Street)	2013	2014	Maintain building integrity	D. Scott	Transit	\$550,000	\$550,000	Capital from Current			Projected completion by 2014
Downtown development initiative  •Part 1  •Part 2	Underway  2011	2011  2011	Revitalization of downtown area  Report to Council identifying potential next steps	D. McConnell  D. McConnell	Planning Downtown	65000	184000	FedNor, OMAFRA	Approved  Report only	2007-2011	Part 1 of the Downtown Development Initiative is complete. Recommendations concerning a second phase are being prepared in consultation with the Downtown Association. A report will be presented to City Council in Spring 2012.

## Strategic Direction 2: Delivering Excellent Services

### Objective 2A – Communications

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Council-to-Council communications •Electronic bulletin boards; blogs; mass e-mail	Underway	2011	Review technology and report to Council outlining potential tools	M. White F. Coccimiglio	Clerk's Legal				Report only		To be reviewed in 2013
External corporate communications strategy •Citizen satisfaction survey and other methods to receive client/stakeholder input i.e. Internet surveys, feedback forms •Blogs, Internet forums, FaceBook •Social networking – Twitter	2012 2011	2013 2012	Improved accessibility Integrate with website refresh Report with respect to impact, recommendations Dissemination of news releases, corporate information	M. White	Clerk's IT				Report only		2012-2013 initiative Report to Council in early 2012 Report to Council in early 2012
Electronic message board for employees: safety notices; new employees, social event reminders, OMERS updates, etc.	Underway	2012	Expansion of Intranet	F. Coccimiglio	Clerk's IT	\$10,000	\$10,000	General Levy			Completed in 2012
Improved communications/relationships with employees •Communication of policies and procedures to staff	Underway	2012	Ease of access Encourage expanded use of corporate Intranet	F. Coccimiglio J. Luszka	Clerk's, IT Human Resources				Report only		On-going: Currently Health & Safety Policies entered & job advertisements with related employment information and firefighter recruitment process. IT investigating software and hardware implementation platform.

## Strategic Direction 1: Delivering Excellent Services

### Objective 2B – Process Management

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Review of corporate programs and services on a departmental basis to ensure effective and efficient delivery  •Transit operational review	Underway  2011	2014  2011	Improved efficiencies Cost savings	B. Freiburger J. Fratesi  D. Scott	Finance Committee J.Fratesi		\$0	\$80,000 Provincial gas tax	Approved	2011-2012	Complete. Recommendations to be implemented.
Customer service/Best Practices  •Pilot projects to be undertaken by each department annually to improve service	Underway	2014	Improved customer service, adoption of best practices (costs to be absorbed in existing operational budgets)	J. Fratesi	All Departments				n/a		<b>Social Services:</b> Completed cultural sensitivity training to improve response and customer service to those of different cultural and ethnic backgrounds <b>HR:</b> Corporate Training Calendar; Employee Life Insurance Beneficiary re-enrollment <b>Fire:</b> Delivered two presentations to Council to date (Smoke Alarm Program and Intravenous Drug therapy Program) <b>CSD:</b> will present in June 2012 <b>Clerks:</b> will present in 2012 <b>Legal:</b> Information flyers explaining routine legal processes (i.e. lane closures, Freedom of Information requests) <b>PWT:</b> Best practices presentation to Council re: traffic calming presented March 2012
Corporate records management  •New records retention by-law  •Document management system	2011  2012	2012  2014	Update/revision of by-law and review of records management issues	M. White F. Coccimiglio	All Departments		\$100,000	\$100,000 Capital from Current	n/a		Researching infrastructure requirements. Referred to 2013 budget

## **Strategic Direction 1: Delivering Excellent Services**

### **Objective 2B – Process Management**

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Framework for annual department/division operations plans to link with strategic plan, performance evaluation system and budget process – template for reporting, tracking	2011	2012	Consistent planning across the corporation Increased productivity and accountability	J.Fratesi	SMT, R. Tyczinski, S. McLellan						Complete

## Strategic Direction 2: Delivering Excellent Services

### Objective 2C – Leadership and Staff Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Succession planning	Underway	2011	Updated report to Council concerning succession planning issues	J. Luszka					Report only		Report to Council in 2012
Staff training plans to address specific training needs on a departmental basis			Assessment and analysis of individual training needs within departments	All Departments	Human Resources						<b>Social Services</b> : Ontario Works manager has organized and co-ordinated training sessions and developed, co-ordinated and distributed resource material. <b>Fire</b> : Training is ongoing and regularly monitored and reviewed. <b>CSD</b> : Providing training required by legislation. No further development on training needs.
Develop and implement annual employee and management development training to include:  •Customer service excellence Ontario Municipal Management Institute workshops  AMCTO workshops •Health and safety for supervisors  •Excellence Canada (formerly NQI)  •Web-based corporate training calendar •In-house policy/procedure training Legal issues (facility liability, risk management, etc.) Workshops to update staff after collective agreements ratified	Fall 2012  as available	Spring 2013  Fall 2011  2012	Corporate-wide training – additional staff resources = \$100,000/annually x 3 yrs (2012-14)  <i>Departmental training absorbed through existing operational budgets</i>	J. Luszka    J. Luszka	R. Dewar  R. Tyczinski  Legal  Human Resources	\$300,000	\$300,000	General Levy		2012	Training in conducting workplace investigations – May 2012

## Strategic Direction 2: Delivering Excellent Services

### Objective 2C – Leadership and Staff Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Wellness program	2012	2013	Establishment of parameters of a program for employees to address health promotion; disease prevention/management; then implementation	J. Luszka	SMT R. Dewar	\$320,000	\$320,000	General Levy			Participating with health benefit provider to develop targeted wellness programs  "Lunch and Learn" wellness sessions scheduled for summer 2012
Healthy Workplace initiatives (NQI)  •Physical exercise options available to staff •Employee recognition programs (e.g. perfect attendance)  •Inspire camaraderie	2011	2012	Analyze existing data and establish plan to address identified issues	J. Luszka	SMT R. Dewar R. Tyczinski						Budgetary proposal pending for 2012, and new EAP provider Ceridian providing online wellness information.

## Strategic Direction 2: Delivering Excellent Services

### Objective 2D – Technological Innovation

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Council administration software (electronic agendas, etc.)	2011	Dec. 2012	Increased accessibility to staff and public Cost savings of \$10,000/year +/- Software Hardware	M. White R. Tyczinski	IT Clerk's Legal	\$15,000 \$10,000	\$15,000 \$50,000	Cost savings offset initial cost		2012	Referred to 2013 budget
Election technology review – Election 2014	2013	2014	To ensure most efficient and appropriate use of technology	M. White	IT Clerk's				Report only		Scheduled for completion in 2014
Webstreaming – Council meetings	Underway	Spring 2012	Increased access to meetings Better archiving capabilities	M. White R. Tyczinski	IT Clerk's	\$75,000	\$75,000	General Levy			Scheduled for review in 2014
Refresh website	2012	2012		F. Coccimiglio	IT Clerk's	\$25,000	\$25,000	General Levy			Reviewing options and software
Electronic filing, e-commerce	2012	2012	Enhanced capabilities (e-commerce, virtual City ... Report to Council with respect to extent of improvements and costing (i.e. additional staff, etc.)	L. Ballstadt		\$15,000	\$15,000		Report only		Investigating software CMS software hardware platform. Referred to 2013 budget
Phone system upgrade, VOIP – investigate VOIP technology as alternative to traditional phone system	Underway	June 2012	Ensure most cost effective and up-to-date technology with minimal capital cost	R. Caron	IT				Report only		Continuing to look at alternatives

## Strategic Direction 3: Enhancing Quality of Life

### Objective 3A – Recreational/Cultural Infrastructure

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
West End Community Centre – Construction •Phases 1 and 2  •Phase 3 – Review with respect to rehabilitation/reconstruction of McMeeken Centre	Feb 2011  2014	March 2012  2014	Indoor turf, library  Arena, ice surface	N. Apostle  N. Apostle	AAC	\$750,000	\$11,300,000	Invest Ontario Grant + debt issue + NOHFC grant/loan	Approved  Report only	2011-2012	Substantial completion achieved in March 2012. Minor deficiencies and landscaping remain uncompleted.  No further progress to date
Ermatinger-Clergue National Historic Site Discovery Centre •Identify source funding •Construction Drawings (contingent upon funding)	2011  2012	2012  2012	Completed project will include: Visitor Centre, summer kitchen redesign and site accessibility improvements	N. Apostle	B.Freiburger Historic Sites Board AAC	\$200,000	\$4,000,000	Pursuing additional funding. \$1 m. NOHFC funding confirmed			Staff and HSB are actively pursuing funding opportunities. Reported to Council in January 2012.  Construction drawings have been updated and are now complete, ready for tendering.
Hub Trail construction (as part of future construction •Fort Creek, Waterfront Walkway  •Queen Street •Huron Street	Underway  2013 2014	2011  2013 2014	25 km multi-use trail <i>(Cost is \$1 m. but not noted as a net cost in this activity as the work)</i>	D. McConnell	Planning & Engineering PWT CSD STAC			Infrastructure Stimulus Funding grant + Invest Ontario grant	Approved	2009-2010	Trail construction complete. Trail signage currently being installed.
Implement cycling master plan	Underway	2011	Report to Council identifying next steps now that hub trail is complete (address gaps in hub trail route system and identify priority cycling routes)	D.McConnell D.Elliott	Planning & Engineering PWT STAC				Report only		An open house was held to consider numerous possible actions. A report will be presented to City Council in Fall 2012 with recommended next steps.
Seniors Drop-In Centre parking lot	2012	2014	Asphalt surface	J. Cain	AAC	\$75,000	\$75,000	Capital from Current			Budgetary proposal pending for 2012
Strathclair Field lighting	2012	2013	Lighting of slo-pitch field "A"	N. Apostle	J. Cain T. Reid / Parks	\$90,000	\$240,000	Capital from Current, 5% Subdivider fees, user groups			No new funding has been identified. Still actively seeking funding opportunities.
Bellevue Park duck pond	2012	2013	Proper water circulation	M. Lebel	M.Lebel T.Reid	\$150,000	\$150,000	Capital from Current			Funding for engineered study approved in 2012 budget.

## Strategic Direction 3: Enhancing Quality of Life

### Objective 3B – Planning for the Future

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Master Strategy Plan – Parks, Recreation and Culture •Bellevue Park  •Dog park  •Strathclair •Other municipal parks and recreational properties/facilities	2011	2013	Replace 1986 plan	N. Apostle	J. Cain Cultural Advisory Board PRAC PWT AAC	\$25,000	\$25,000	5% Sub-dividers Reserve Account new costs are being compiled and will be presented to Council in fall of 2010	Approved	2012	Proceeding as directed - Nov 7/11 Council resolution  Reports on Dog Park and Gravity Park forthcoming (as per June 11, 2012 resolution)
Implement plan for Community Archaeological Assessment	2011	2011	Adopt municipal policy consistent with provincial requirements	D. McConnell	Steering Com'tee Mun. Heritage Committee Cultural Advisory Board	\$11,000	\$11,000	Capital Works Budget	Approved	2009-2010	The Archaeological Assessment has been completed. A final report with recommendations on implementation will be presented to City Council in July 2012.
Environmental awareness – reduction in CO2 emissions  •Equipment Renewal – Green Fleet Plan  •No idling policy  •Comprehensive property management plan linked to energy audits	2010	2012	Completed action plans and strategies for improved environmental stewardship  Identify actions to increase fleet efficiency, reduce fuel consumption	M. Zuppa	Green Committee				Report only		Information report to Council Sept. 26, 2011; the ECOEII Submission of an ecoEII application by Heliene Inc., with the City identified as a partner, for solar power charging stations and electric vehicles was not approved.  Reviewed best practices of other municipalities. Consultation with City staff underway. Consultation with City staff underway.
	2011	2012	Reduce unnecessary idling of corporate vehicles Identify energy efficiency opportunities	J. Dolcetti	All Departments				Report only		
	2011	2012		J. Dolcetti	Engineering Finance				Report only		

## Strategic Direction 3: Enhancing Quality of Life

### Objective 3B – Planning for the Future

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
•Corporate energy management plan (as mandated by Ontario Regulation 397/11)			Establish targets and identify action items re: energy conservation and demand management – \$15,000/audit – target one to two buildings/year	All Departments	All Departments	\$40,000	\$60,000	Ontario Power Authority, Union Gas, Environmental Initiatives project budget		2011-2014	Completed energy audit on Fire Hall #1 and #2 in 2011  Preparation of 2012 tender underway for Bellevue Park facilities.
Report facility energy consumption	2011	2012	M. Zuppa						Report only		Internal reporting to Council annually and external reporting scheduled for submission to the Ontario government in 2013
Develop three-year conservation plan	2012	2014							Report only		Consultation with City staff underway. Scheduled for completion in 2014
•Energy management software	2011	2012	Monitor, track energy consumption and identify savings opportunities	M. Zuppa	Engineering IT	\$15,000					Consultation with City staff and review of available software underway.
Cultural attractions and activities; tourist attractions (Gateway)	Underway	2012	Feasible development opportunities	EDC Tourism SSM	Planning & Engineering Legal, Council			\$5 m NOHFC Grant , balance unknown, City to recover \$2 m	Report only		
Update industrial land strategy	2012	2012	Review industrial land strategy to ensure adequate supply for future development	D. McConnell EDC	Planning & Engineering Legal, EDC				Report only		Report to Council fall 2012.
Local immigration partnership plans	2011	2012	Community partnership to develop a range of immigration services to attract and retain new immigrants – \$150,000/annually	D. Krmpotich	IT Social Services	0	\$600,000	Federally funded	Approved	2011-2012	LIP continues to meet with community partners to work on implementation plans from 2010 Local Immigration Plan. Immigration Forum held in February 2012. Re-evaluation of workplan underway and exploring regional involvement with Algoma District municipalities.

## Strategic Direction 3: Enhancing Quality of Life

### Objective 3B – Planning for the Future

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year (s)	Progress to June 2012
Long term municipal housing plan	2011	2012	Housing plan per Ministry of Municipal Affairs and Housing legislation (DSSAB responsibility)	K.Streich-Poser	R. Cobean D. McConnell	\$0	\$300,000	DSSAB			Awaiting template from Ministry of Municipal Affairs and Housing for mandated Consolidated Municipal Services Management Housing Plans. Expected in early 2012.



Management Plan & Destination | Attraction Development Business Plan

# GATEWAY SITE

Sault Ste. Marie, Ontario, Canada | May 2012 | Final Draft Report



The Development at the Gateway offers the citizens of Sault Ste. Marie an incredible opportunity.

**It is the unparalleled chance to create a real heart for the City.**

Sitting at the axis of all the major destinations in the City including the exit from the International Bridge, the Waterfront, the Casino, the Station Mall, Essar Centre, Agawa Canyon Train Station and Bondar Pavilion, this prime location can be a catalyst for an even more energetic downtown and waterfront.

The original RFP stated the goals as creating a major tourist destination for the City that will:

- Make a significant and lasting economic contribution for the Sault Ste. Marie area;
- Act as a catalyst for additional economic development
- Create new jobs
- Showcase Sault Ste. Marie and area as a significant gateway from the U.S. to Ontario and Canada

These are all important items to strive for but don't address the more heartfelt desires. Therefore, we expanded the list to include:

- To create an all season, 12 month project
- To create a major public gathering and celebration space
- To create an additional attraction that will appeal to locals and tourists
- To create a “postcard” icon for the City
- To be a catalyst in the continued development of the downtown and the waterfront
- To promote the Sault’s unparalleled interest in sustainable energy
- To build on the City’s image of being “Naturally Gifted”

**Our approach is to create a compelling place that will attract locals and the tourists will follow.**

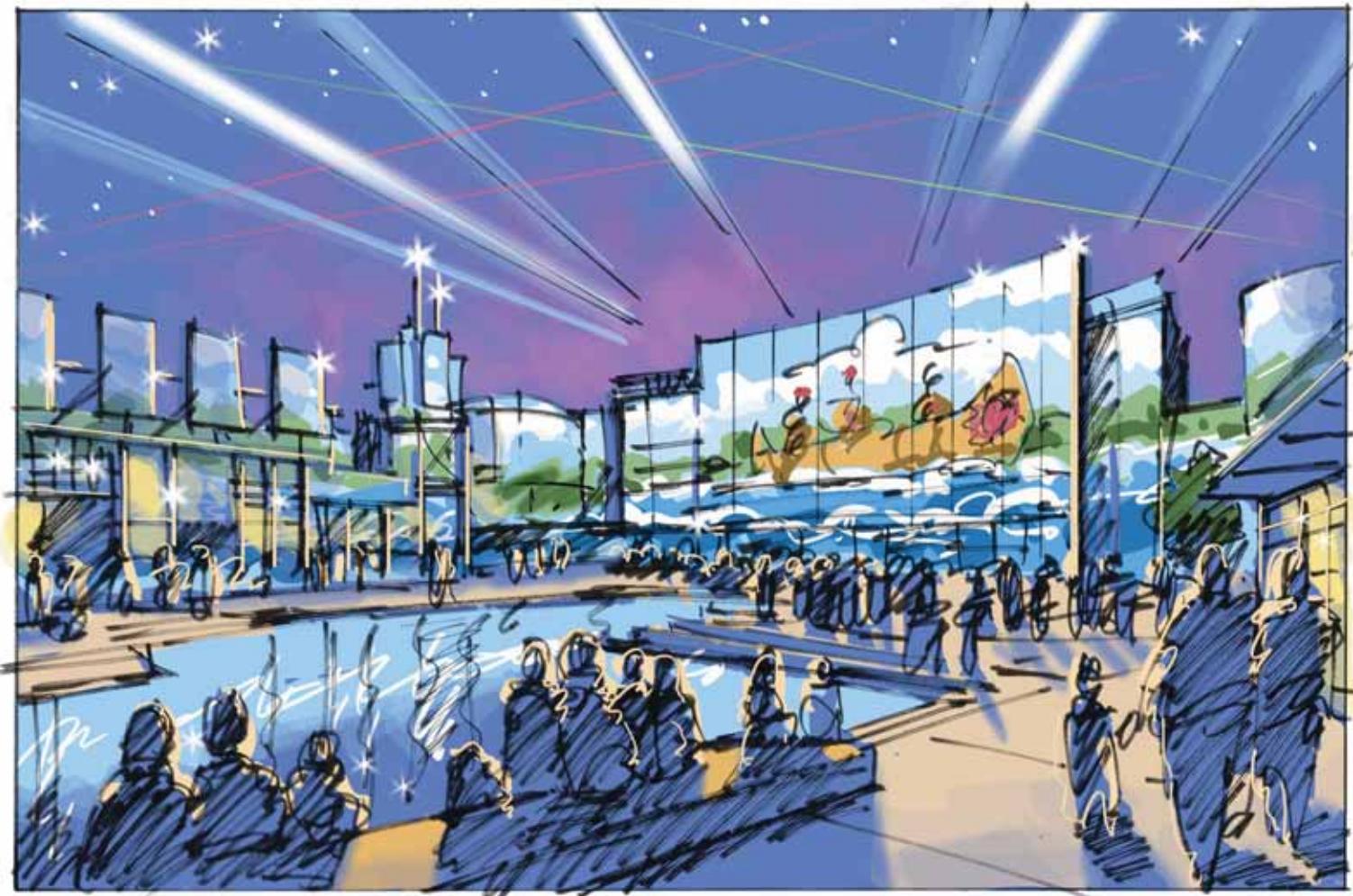
**The proposed program includes:**

- Public Plaza
- The Discovery Centre
- Flexible Exhibit Space
- A new Train Station with Art Gallery
- A four seasons Landscaped Atrium
- Farmer's Market
- Destination Retail
- Restaurants
- Condominium
- Icon Tower

**Introduction**  
**Plaza – Spring**



**Introduction**  
Plaza – Summer



**Introduction**  
Plaza – Autumn



**Introduction**  
**Plaza – Winter**

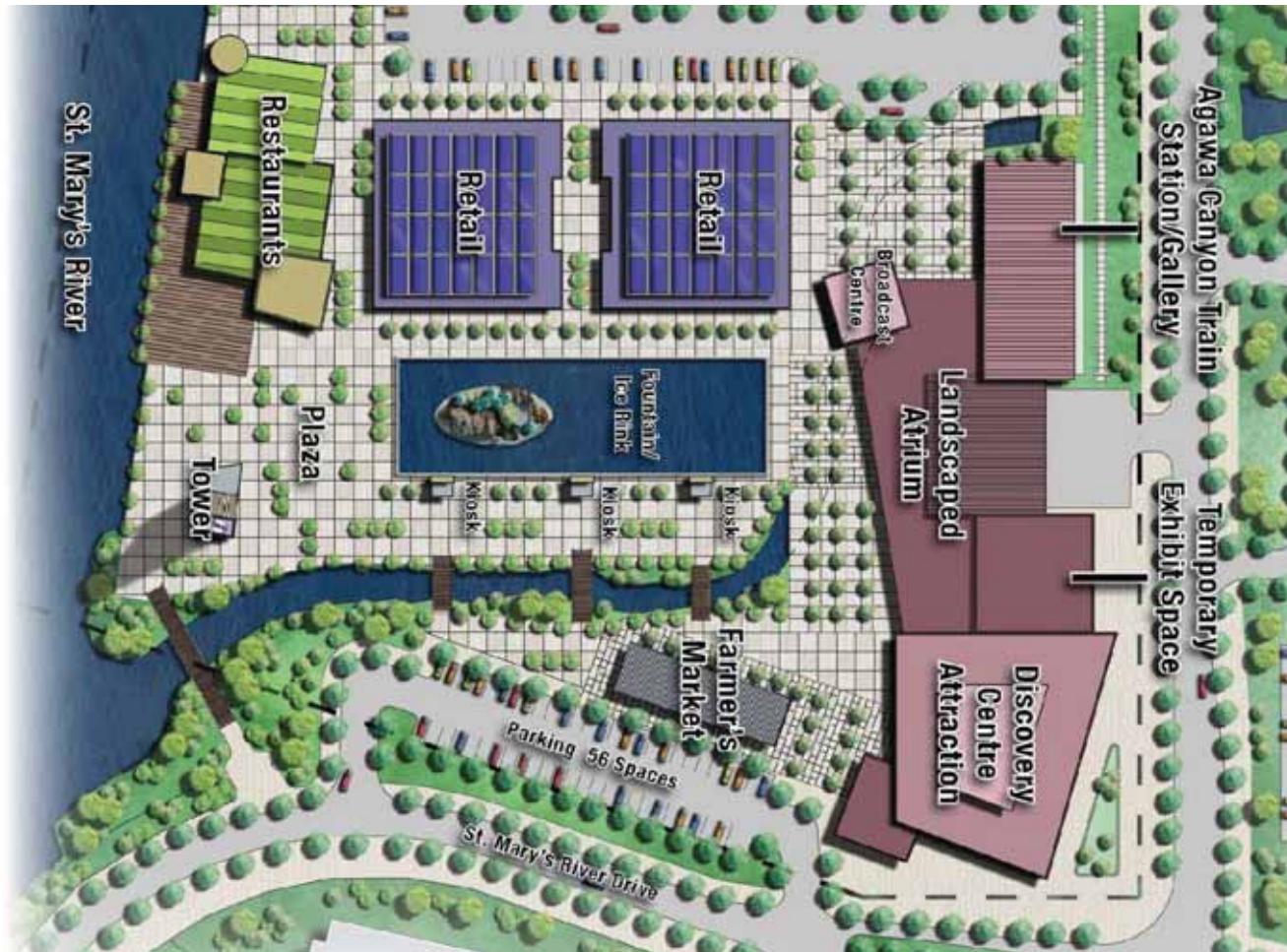


**Site Design**  
**Site Plan**



## Site Design

### Site Plan



**Architectural Design**



## **Concept**

The 1,600m<sup>2</sup> (18,000) sq.ft. Sault Exploration Centre is an active participation Cultural/Entertainment Attraction, telling the story of Sault Ste. Marie's, past, present and future. It carries through on the theme of how the region is naturally gifted.

The goal is to create the most entertaining environment possible, with all kinds of hands-on and physically engaging activities and through all this fun, take the opportunity to educate.

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## Primary Attraction

Preliminary  
Attraction Building  
Main Floor



## Primary Attraction

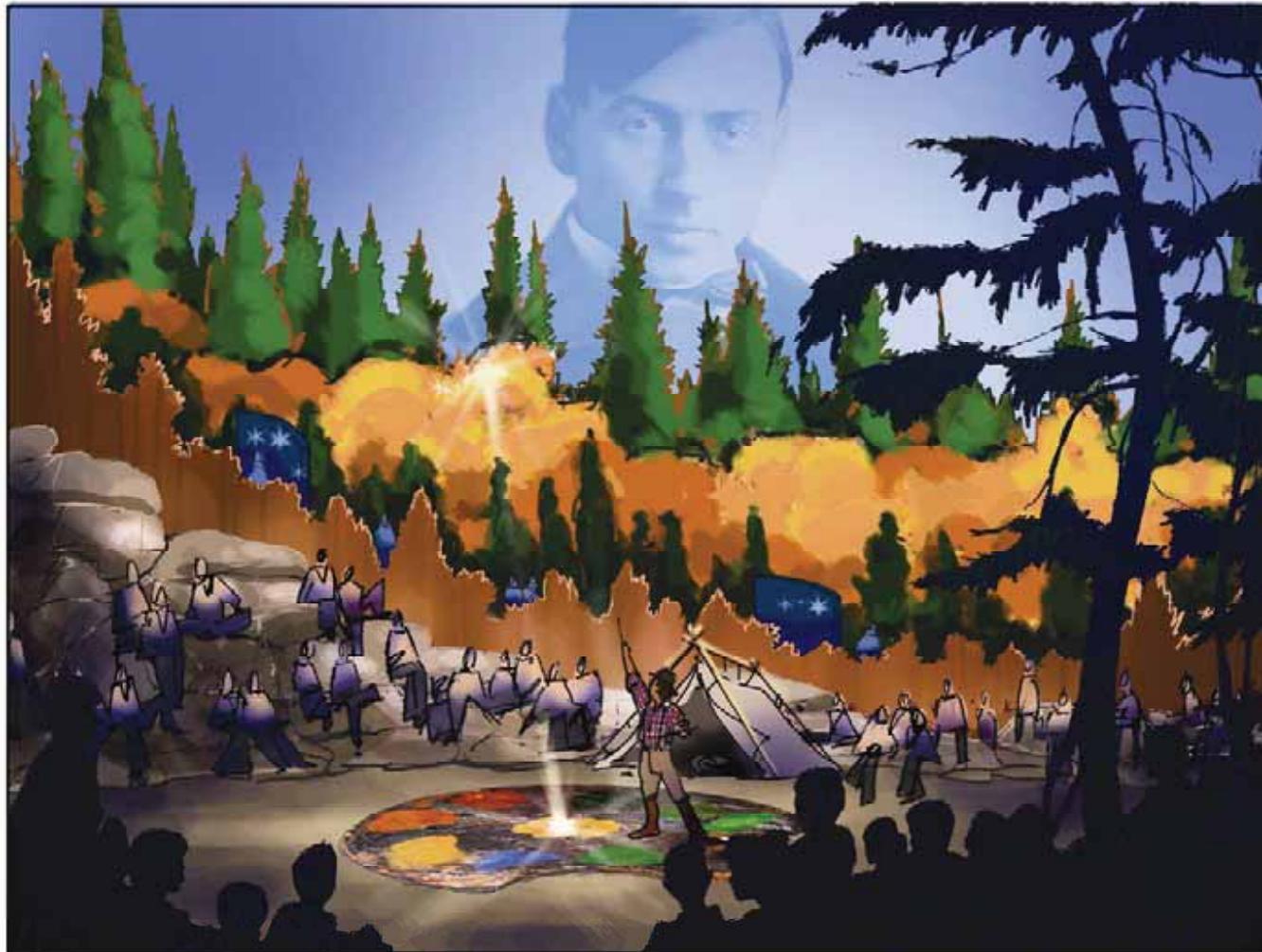
Preliminary  
Attraction Building  
Second Floor



**Primary Attraction**  
**Spirit Court- Scene 1**



**Primary Attraction**  
**Spirit Court- Scene 2**



## Primary Attraction

### Zone 2 – Creation of the Great Lakes



## Private & Public Sector Components - \$69 Million Project

SSM GATEWAY DESTINATION ATTRACTION PRIVATE - PUBLIC SECTOR DEVELOPMENT	
Public Sector Investment (\$36.5 M)	Private Sector Investment (\$33 M)
Sault Exploration Centre with Temporary Exhibition Space	Destination Retail (32,300 sq.ft.)
Icon Tower	Restaurant and Café (11,000 sq.ft.)
Relocated Agawa Canyon Train Station /Art Gallery	Small Broadcast Studio (650 sq.ft.)
Relocated Algoma Farmer's Market	64-unit Residential Condominium
Landscaped Interior Atrium	Parking for approximately 380 vehicles
Large Outdoor Urban Plaza	
Parking for approximately 825 vehicles	

## Project Challenges

To create sustainability – physically and economically – the Gateway Site will require investment from both the PUBLIC and PRIVATE Sectors (*Public Private Partnership*)

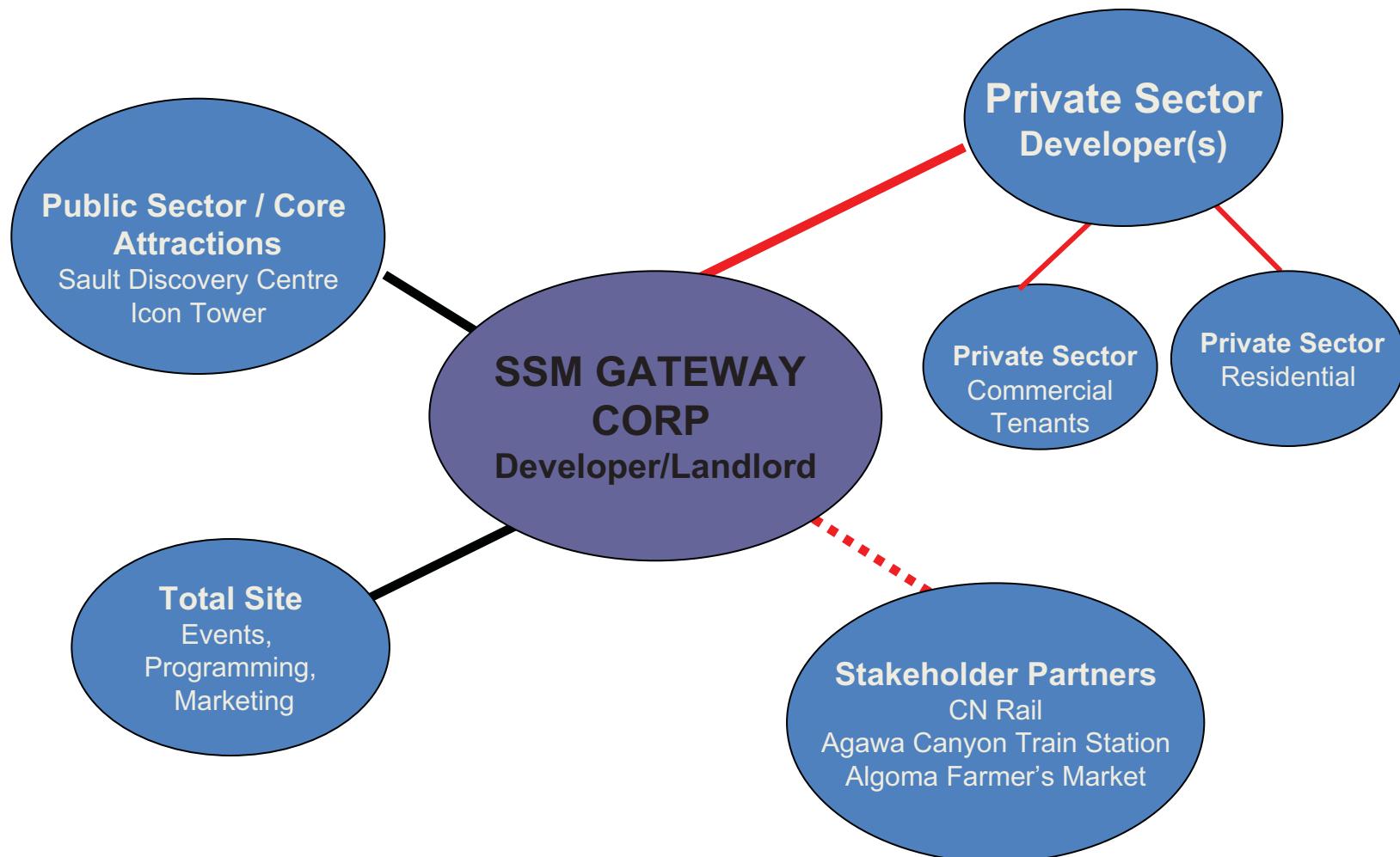
### Public Sector Financial Challenges:

- Site has significant infrastructure costs
- Core Attractors are not financially viable and will require financial support from both an operating and capital perspective
- On average, operating subsidies at comparable Northern Ontario attractions comprise 50 to 70% of operating budgets

### Private Sector Financial Challenges:

- Residential and commercial components of the project can be economically viable, but only under the appropriate operating /development model.
- An operating model will need to be established to manage the overall site, thereby requiring further operating and financial support.

## SSM Gateway Organizational Structure



## Public Sector - Key Roles & Financial Commitment

- Contributes the land to the project
  - Estimated value of \$2 Million (14 acres / 5 hectares)
- Gets site development-ready
- Sells lands for commercial and residential developments to the private sector, while maintaining ownership of the balance of the site
- Builds Core Attractions at a Total Cost of \$35.5 Million (53% of total project costs)
- Acts as a landlord for Agawa Canyon Train Station and Farmer's Market
- Operates Sault Exploration Centre and Icon Tower
  - Or through an arms length 3rd party management firm, i.e. SSM Gateway Corporation
- Collects common area maintenance and event programming surcharges from commercial tenants to program the site with events and activities throughout the year and offset any potential operating deficits of the primary Core attractions

## Private Sector - Key Roles & Financial Contributions

- Private Sector Developer(s)
  - Purchases land for private sector development, estimated at \$1 Million for retail development and \$1 Million for residential development
  - Develops/owns commercial space (44,000 sq.ft.) and leases to third party retail, foodservice and broadcast centre tenants
  - Builds & sells residential condominiums + parking (64 units)
  - Total Capital Cost of \$26 Million (38% of total project costs)
- Commercial Tenants
  - Retail and foodservice tenants fit out leased commercial space at estimated Capital Cost of \$6.7 Million (\$152 per sq.ft.) (10% of total project costs)
  - Pays base lease rates to private sector retail developer plus a surcharge to SSM Gateway Corporation to be part of overall Gateway site

## Sault Exploration Centre & Icon Tower Projections

SAULT EXPLORATION CENTRE		ICON TOWER	
STABILIZED YEAR OF OPERATION (YEAR 3)		STABILIZED YEAR OF OPERATION (YEAR 3)	
Total Projected Attendance	101,200	Total Projected Attendance	40,000
Market Penetration Rate	12%	Market Penetration Rate	5%
Average Admission Fee	\$19.60	Average Admission Fee	\$6.85
Per Cap Revenue	\$23.50	Per Cap Revenue	\$9.10
Total Revenues	\$2.38 M	Total Revenues	\$364,000
Total Expenses	\$2.37 M	Total Expenses	\$320,700
Net Operating Income	\$9,200	Net Operating Income	\$43,300

## Additional On-site Attractors

AGAWA CANYON TOUR TRAIN & FARMER'S MARKET STABILIZED YEAR OF OPERATION (YEAR 3)	
Projected Attendance – Agawa Canyon Train	40,400
Projected Attendance – Farmer's Market	75,000
Lease Rates	
Agawa Canyon Tour Train (6,460 sq.ft.)	\$15.50/sq.ft.
Farmer's Market (5,400 sq.ft.)	\$4.65/sq.ft.
Total Net Lease Revenue	\$131,400
Supportable Value off Cashflow	\$1.95 Million
Total Commercial Development Costs	
	\$3.64 Million

(1) Source: Reitch + Petch Architects and TCI Management Consultants

## Private Sector Commercial Tenants Projections

PRIVATE SECTOR - PROJECTIONS	
STABILIZED YEAR OF OPERATION (YEAR 3)	
Total Projected Attendance	903,200
Total Building Area (sq.ft.)	43,920
Base Average Lease Rate	\$18/sq.ft.
Foodservice Lease Revenue	\$188,000
Retail Lease Revenue	\$604,000
Office Lease Revenue	\$10,500
Total Net Lease Revenue	\$803,000
Supportable Value off Cashflow	\$11.36 Million
Total Private Sector Development Costs	\$9.74 Million
ROE – Year 5	10.4%

## Private Sector Residential Development

RESIDENTIAL DEVELOPMENT	
STABILIZED YEAR OF OPERATION (YEAR 3)	
Number of Units	64
Gross Residential Area (Sq. Ft.)	86,800
Index Revenue per Sq.Ft.	\$240
End Price per Unit	\$326,000
Total Project Revenues	\$20.86 Million
Total Development Costs	\$17.96 Million
Total Development Profits	\$2.9 Million

- The recommended program includes **64 active lifestyle condominium residences** on the Gateway site, at an average size of 1,360 square feet.

## Stabilized Operating Results (Year 3)

SSM GATEWAY CORPORATION SSM GATEWAY DEVELOPMENT PROJECTED OPERATING RESULTS	
Base Lease (Year 1)	\$17.40
CAM – Retail Commercial Tenants	\$4.00
CAM – Public Sector Levy (paid to SSM Gateway Corp)	\$3.70
Utilities	\$2.50
Event Programming Levy (paid to SSM Gateway Corp)	\$5.00
<b>TOTAL LEASE RATE (before Realty Taxes)</b>	<b>\$32.65</b>
<b>SSM GATEWAY OPERATING PROJECTIONS</b>	
Total Lease and Levy Revenue	\$534,000
Total Expenses	\$718,000
Plus Core Attractions Operating Income	\$52,500
<b>Adjusted Net Operating Income</b>	<b>(\$131,000)</b>

## Financial Implications of Operating Projections

- Core Attractions will not be able to support any of their capital costs through operations
- A capital reserve will need to be established to deal with capital replacement issues
- Relocating the Agawa Canyon Train Station and Algoma's Farmers Market to the site will provide lease rates that could support 50% of the base construction costs of buildings but no parking requirements
- A private sector developer could support the \$10 Million in development costs required for the 44,000 square feet of commercial space
- At \$326,000 per unit, the development's 64 condominium units would result in profit of \$3 Million, 16% return on a private sector developer's investment.

## On-Going Operating Fund Requirements SSM Gateway Development

SSM GATEWAY DEVELOPMENT OPERATING FUND REQUIREMENTS			
	Capital Reserve	Operating Funds	TOTAL
Year 5	\$643,000	\$859,000	<b>\$1,502,000</b>
Year 10	\$727,000	\$972,000	<b>\$1,699,000</b>
Year 15	\$823,000	\$1,100,000	<b>\$1,923,000</b>
Year 20	\$931,000	\$1,245,000	<b>\$2,176,000</b>

- By the end of Year 5, SSM Gateway Development will require an additional **\$1.5 Million in capital funds** to freshen up the public sector attractions and public space, and fund the operating deficits
- Ongoing funding requirements for the development are projected to increase to **\$1.7 Million at the end of Year 10, and \$2.2 Million by the end of Year 20**

## Funding Impacts

- Based on 2012 SSM municipal tax rates and the capital costs associated with the overall development, it has been estimated that the SSM Gateway Development would generate close to **\$550,000 in new municipal taxes in Year 1**
- During the **1st 5 years of operation**, the SSM Gateway Development is forecast to generate **\$2.9 Million in new property taxes** for the City
- At the same time, the City will be required to expend \$1.5 Million in additional capital and operating dollars towards the development
- Therefore by re-investing \$0.52 of every \$1.00 in new property taxes back into the development, the City will create a self-supporting model for the SSM Gateway Development

## Why This Development Plan ?

- Different approach to development – Public/Private Sector partnership
- Mixed use development
- Phased in approach (not all or nothing)
- Realistic
- Sustainable
- Solid economic impact on community
- Provides return on investment for all parties
- Creates a destination attraction for tourists
- Creates a “gathering place” for residents and transforms the downtown core into a family destination

## Economic Impacts

- **Construction** of the \$65 Million SSM Gateway development will generate:
  - \$22 Million in GDP output for Algoma District;
  - 239 jobs and \$16 Million in labour income for Algoma District; and
  - \$11 Million in direct Federal, Provincial and Municipal Taxes.
- Following the development of the SSM Gateway Attraction development, the **operation of the Sault Exploration Centre, Icon Tower and on-site management by SSM Gateway Corporation** will generate on-site revenues, as well as off-site spending by incremental new visitors to Sault Ste. Marie on an annual basis, including:
  - Close to \$8 Million in revenue for the area, of which \$3.3 Million will be generated on-site by visitors to the Sault Exploration Centre, Icon Tower and Gateway Plaza;
  - \$4.2 Million in GDP output for Algoma District;
  - 89 jobs, with labour income of \$3.4 Million for Algoma District; and
  - \$1.6 Million in direct Federal, Provincial and Municipal taxes.

# THANK YOU

Management Plan & Destination | Attraction Development Business Plan

## GATEWAY SITE

Sault Ste. Marie, Ontario, Canada | May 2012 | Final Draft Report

