

AGENDA

REGULAR MEETING OF CITY COUNCIL

2012 04 16

5:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor L. Turco

Seconder: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2012 04 02 and the Joint Council Meeting of 2012 03 12, be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor R. Niro

Seconder: Councillor M. Bruni

Resolved that the Agenda for 2012 04 16 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Joe Krmpotich, 1st Vice President, Sault Ste. Marie and District Labour Council will be in attendance concerning proclamation – Day of Mourning.
- b) Dana Boyle, Community Relations and Fund Raising Co-ordinator for ARCH will be in attendance concerning proclamation – Hike for Hospice Day.
- c) Captain John and Shellie Kerschman and Mildred Brodie, Family Service Worker will be in attendance concerning proclamation – Salvation Army Red Shield Month.
- d) Dan Krmpotich, Co-ordinator, Local Immigration Plan will be in attendance

concerning – Cultural Diversity Week.

- e) Stephanie Blaney, Registered Nurses Association of Ontario, Chapter President will be in attendance concerning proclamation – Nurses Week.
- f) Maarit and Mitchell Steinwedel will be in attendance concerning – Free-cycle Saturday – May 12, 2012.
- g) Guido Caputo, Chair and Dr. Allan Northan, Algoma Public Health will be in attendance concerning an award presentation.

PART ONE – CONSENT AGENDA

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

Mover: Councillor L. Turco

Seconder: Councillor M. Bruni

Resolved that all the items listed under date 2012 04 16 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) A letter of request for a temporary street closing is attached for the consideration of Council.
 - 1) On St. Mary's River Drive from Station Mall - Zellers entrance near 49 St. Mary's River Drive to Station Mall – Sears Entrance in conjunction with Kiwanis International Walleye Tournament Parade of Boats (July 13th).

The relevant By-law 2012-76 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

c) Staff Travel

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

Mover: Councillor R. Niro

Seconder: Councillor F. Fata

Resolved that the report of the Chief Administrative Officer dated 2012 04 16 concerning Staff Travel requests be approved as requested.

d) Tender for Traffic Marking Paint (2012WA02T)

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

Mover: Councillor R. Niro

Seconder: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing, dated 2012 04 16 be endorsed and the tender for the Supply and Delivery of Traffic Marking Paint, as required by the Traffic Division, Public Works and Transportation Department, be awarded as recommended.

e) **Tender for Seasonal Security (2012CT01T)**

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

Mover: Councillor L. Turco

Seconder: Councillor F. Fata

Resolved that the report of the Manager of Purchasing, dated 2012 04 16 be endorsed and the tender for Seasonal Security Services, required by various City Departments, be awarded as recommended.

f) **RFP for Professional Collection Services – POA (2012LP01P)**

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

Mover: Councillor L. Turco

Seconder: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing, dated 2012 04 16 be endorsed and the RFP for Professional Collection Services, as required by the POA Division, Legal Department, be awarded as recommended.

g) **Celebrate 100! Anniversary Flower Garden and Commemorative Plaque**

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

Mover: Councillor R. Niro

Seconder: Councillor F. Fata

Resolved that the report of the City Clerk dated 2012 04 16 concerning Celebrate 100! Anniversary Flower Garden and Commemorative Plaque be accepted and the recommendation that the City of Sault Ste. Marie Celebrate 100! legacy project comprised of a commemorative plaque located at the new municipal flower garden on Civic Centre north property to be named the 100th Anniversary Flower Garden be approved.

h) **Renewal Collective Agreement – CUPE Local 3 Public Works and Transportation – Feb. 1, 2012 to Jan. 31, 2015**

A report of the Commissioner of Human Resources is attached for the consideration of Council.

Mover: Councillor R. Niro

Seconder: Councillor M. Bruni

Resolved that the report of the Commissioner of Human Resources dated 2012 04 16 concerning Renewal of Collective Agreement – CUPE Local 3 Public Works and Transportation be accepted and further that the Memorandum of Settlement for CUPE Local 3 Public Works and Transportation and the City of

Sault Ste. Marie be approved for ratification by City Council and that the appropriate by-law be presented at a future Council Meeting be approved.

i) **Bellevue Marina Dock and Launch Repairs**

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

Mover: Councillor L. Turco

Seconder: Councillor F. Fata

Resolved that the report of the Manager of Recreation and Culture dated 2012 04 16 concerning Bellevue Marina Dock and Launch Repairs be accepted and the recommendation to proceed with the repairs funded by \$18,000 from the Communities in Bloom reserve be approved.

j) **Contract 2012-1E – Reconstruction of John Street – Phase 2 – 90m South of Bloor Street to Elm Street**

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

The relevant By-laws 2012-67 and 2012-68 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

k) **Contract 2012-2E – Reconstruction of White Oak Drive – North Street to Carmen's Way**

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

The relevant By-laws 2012-69 and 2012-70 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

l) **Contract 2012-3E – Reconstruction of Queen Street East – Pim Street to Simpson Street**

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

The relevant By-laws 2012-71 and 2012-72 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

m) **Standard Encroachment Agreement**

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

The relevant By-law 2012-66 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

n) **Licence Between the City and Algoma Sailing Club Inc.**

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

The relevant By-law 2012-64 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) EDF Request - \$10,000 Sault Community Entrepreneur Network Exchange (SCENE) Proposal

A report of the Executive Director, Sault Ste. Marie Economic Development Corporation is attached for the consideration of Council.

Mover: Councillor L. Turco

Seconder: Councillor M. Bruni

Resolved that the report of the Executive Director, Sault Ste. Marie Economic Development Corporation dated 2012 04 16 concerning Sault Community Entrepreneur Network Exchange (SCENE) be accepted and the recommendation to provide \$10,000 in funding for the program from the 2012 Economic Diversification Fund be approved.

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

AGREEMENTS

- a) **2012-64**

A by-law to authorize a Licence Agreement between the City and the Algoma Sailing Club Inc. for the use of the property at Bellevue Park, Sault Ste. Marie, Ontario.

A report from the City Solicitor is on the agenda.
- b) **2012-66**

A by-law to authorize a standard Encroachment Agreement for commercial and residential developments and to repeal By-law 85-29.

A report from the Assistant City Solicitor is on the agenda.
- c) **2012-67**

A by-law to authorize a contract between the City and 1531161 Ontario Inc. (o/a Boyer Construction) for the reconstruction of John Street from 90m south of Bloor Street to Elm Street. (Contract 2012-1E)

A report from the Design and Construction Engineer is on the agenda.
- d) **2012-69**

A by-law to authorize a contract between the City and Palmer Construction Group Inc. for the reconstruction of White Oak Drive from North Street to Carmen's Way. (Contract 2012-2E)

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

e) **2012-71**

A by-law to authorize a contract between the City and R. M. Belanger Limited for the reconstruction of Queen Street East from Pim Street to Simpson Street. (Contract 2012-3E)

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

APPOINTMENTS

f) **2012-60**

A by-law to appoint inspectors under the Building Code Act, 1992 and Municipal Law Enforcement Officers under the Police Services Act.

PARKING

g) **2012-65**

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

TEMPORARY STREET CLOSINGS

2012-68

h) A by-law to permit the temporary closing of John Street from 90m south of Bloor Street to Elm Street from April 17, 2012 until October 31, 2012 to facilitate the reconstruction of John Street.

2012-70

i) A by-law to permit the temporary closing of White Oak Drive from North Street to Carmen's Way from April 17, 2012 until October 31, 2012 to facilitate the reconstruction of White Oak Drive.

2012-72

j) A by-law to permit the temporary closing of Queen Street East from Pim Street to Simpson Street from April 17, 2012 until October 31, 2012 to facilitate the reconstruction of Queen Street East.

2012-76

k) A by-law to permit the temporary closing of St. Mary's River Drive from Station Mall Zellers entrance to Station Mall Sears entrance on July 13, 2012 to facilitate the Kiwanis International Walleye Tournament Parade of Boats.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor R. Niro

Seconder: Councillor M. Bruni

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2012 04 02

4:30 P.M.

COUNCIL CHAMBERS

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

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, S. McLellan, J. Dolcetti, D. Elliott, P. Tonazzo, C. Taddo

1. ADOPTION OF MINUTES

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2011 03 19 minutes 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 L. Turco

Seconded by: Councillor B. Watkins

Resolved that the Agenda for 2012 04 02 City Council meeting as presented be approved. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor L. Turco

Be it resolved that the 2012 Budget Meeting to be held at 5:30 pm April 2, 2012 be deferred to another appropriate day where all members of City council will be in attendance to debate the 2012 Budget;

Or cancel the regular Council Meeting of April 2, 2012 to be held at 4:30 pm and debate the 2012 Budget Meeting, and if the Council Meeting cannot be cancelled then the 2012 Budget Meeting at 5:30 pm be deferred to another appropriate

date where all council members will be in attendance to totally debate the 2012 Budget as mentioned in the first paragraph. CARRIED

Recorded Vote:

For: Councillors L. Turco, S. Myers, J. Krmpotich, F. Fata, T. Sheehan, F. Manzo, P. Mick

Against: Mayor D. Amaroso, Councillors S. Butland, M. Bruni, B. Watkins, R. Niro, P. Christian

4. DELEGATIONS/PROCLAMATIONS

- a) Lorie Park, Volunteer President, Canadian Cancer Society – Algoma Unit was in attendance concerning proclamation – Daffodil Month.
- b) Jean Trudelle, Chair, Volunteer Appreciation Dinner Ceremony was in attendance concerning proclamation – National Volunteer Week.
- c) Daniel McCoy, Chair, Youth Empowerment Council was in attendance concerning proclamation – Change The World Ontario Volunteer Youth Challenge.
- d) Joe Valente, Vice President – Ameresco Canada Inc. was in attendance concerning agenda item 5.(c).
- e) Dorothy Motluk of the Zonta Club of Sault Ste. Marie, Annette Katajamaki, Executive Director, Canadian Mental Health Association and Leanne Murray, President, Canadian Mental Health Association were in attendance concerning an upcoming event.
- f) Julie Hyrneiwicz, Sault Ste. Marie Ratepayers Association provided an update on the upcoming Regional RA Conference.
- g) Jill Pateman, Chair – Community Quality Research Institute was in attendance concerning agenda item 5.(c)
- h) Jason Naccarato, Innovation Centre was in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that all the items listed under date 2012 04 02 – Part One – Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from AMO, OGRA, and FONOM was received by Council.
- b) Correspondence from the City of Mississauga (concerning telecommunications tower/antenna facilities protocol), the Township of Havelock-Belmont-Methuen (concerning Ontario Wildlife Damage Compensation Program) and the Municipality of Clarington (concerning Horse Racing Industry) were received by Council.
- c) Correspondence from Ameresco was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor S. Butland

Resolved that agenda item 5.(c) – Ameresco be received and referred to staff for appropriate next steps. CARRIED

- d) A letter from the Chair, Community Quality Institute concerning the dissolution of the organization was received by Council.
- e) A letter of request for a temporary street closing was received by Council.
 - 1) On St. Mary's River Drive from Delta Hotel driveway to Zellers entrance near 49 St. Mary's River Drive on August 18 (August 19 rain date) in conjunction with the Heart and Stroke Walk, Car and Motorcycle Show

The relevant By-law 2012-63 is listed under Item 10 of the Minutes.

f) Council Travel

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that Mayor Debbie Amaroso, Councillors Marchy Bruni, Steve Butland, Paul Christian, Joe Krmpotich, Susan Myers, Terry Sheehan and Lou Turco be authorized to travel to the 2012 AMO Annual Conference being held in Ottawa (4 days in August) at an estimated cost to the City of \$2,000 each. CARRIED

g) Staff Travel

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

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the report of the Chief Administrative Officer dated 2012 04 02 concerning Staff Travel requests be approved as requested. CARRIED

- h) Tender for Selected Granular Materials**
The report of the Manager of Purchasing was received by Council.
Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick
Resolved that the Report of the Manager of Purchasing, dated 2012 04 02, be endorsed and that the tender for the supply of Selected Granular Materials, required by the Public Works & Transportation Department, be awarded as recommended. CARRIED
- i) SSM Municipal Heritage Committee Heritage Building Walking Tour Brochure to Commemorate the City's 100th Anniversary**
The report of the Manager of Recreation and Culture was received by Council.
Moved by: Councillor L. Turco
Seconded by: Councillor B. Watkins
Resolved that the Report of the Manager of Recreation and Culture dated 2012 04 02 concerning Heritage Building Walking Tour Brochure be accepted and the recommendation to use up to \$2,000 from the Municipal Heritage Committee Reserve Fund to produce and print the brochure be approved. CARRIED
- j) Rosedale Ravine Culvert Installation – Contract 2012-6E**
The report of the Design and Construction Engineer was received by Council.
The relevant By-law 2012-61 is listed under Item 10 of the Minutes.
- k) East End Biofilter Upgrades – Contract 2011-7E**
The report of the Land Development & Environmental Engineer was received by Council.
The relevant By-law 2012-59 is listed under Item 10 of the Minutes.
- l) Resurfacing of City Street – 2012 Miscellaneous Construction Program**
The report of the Director of Engineering Services was received by Council.
Moved by: Councillor R. Niro
Seconded by: Councillor P. Mick
Resolved that the report of the Director of Engineering Services dated 2012 04 02 concerning 2012 Resurfacing of City Streets be received as information. CARRIED
- m) 158 Sackville Road**
The report of the Assistant City Solicitor was received by Council.
Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins

Resolved that the report of the Assistant City Solicitor dated 2012 04 02 concerning 158 Sackville Road be accepted and the recommendation to declare the property surplus and dispose of it by closed bid be approved. CARRIED

n) **Easement Required for the Portion of the Hub Trail Over Sault Ste. Marie Region Conservation Authority Property in the Area of the Fort Creek Conservation Area**

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

The relevant By-law 2012-56 is listed under Item 10 of the Minutes.

o) **New Comprehensive Signs By-law – Request to Extend the Digital Signs Moratorium**

The report of the Planner was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Planning Division dated 2012 04 02 concerning the New Comprehensive Signs By-law – Request to Extend the Digital Signs Moratorium be received and the recommendation that City Council accept this report and;

- 1) Authorize staff to provide public notice of an open house scheduled for Wednesday, April 25, 2012; and
- 2) Extend the moratorium on all future digital sign requests until June 30, 2012 be approved. CARRIED

p) A letter from a participant of the recent CARHA tournament was received by Council.

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-8-12-OP – Peggy and Frank Naccarato – 790 Town Line Road

The report of the Planning Division was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Planning Division dated 2012 04 02 concerning Application No. A-8-12-OP – filed by Peggy and Frank Naccarato be received as information. CARRIED

The relevant By-law 2012-57 is listed under Item 10 of the Minutes.

b) Application No. A-10-12-OP – filed by 1372055 Ontario Limited c/o Scott MacWilliam – 750 Korah Road

The report of the Planning Division was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Planning Division dated 2012 04 02 concerning Application No. A-10-12-OP – filed by 1372055 Ontario Limited be received as information. CARRIED

The relevant By-law 2012-58 is listed under Item 10 of the Minutes.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) EDF Request – Combined Heat and Power (CHP) Prefeasibility Study

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

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that the report of the CEO, Economic Development Corporation dated 2012 03 25 concerning EDF Request – Combined Heat and Power (CHP) Prefeasibility Study be accepted and the recommendation to provide funding of \$20,000 from the 2012 Economic Diversification Fund towards this study be approved, and further that a copy of the CHP Prefeasibility Study be provided to the SSMEDC that will be available to the public. CARRIED

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

- a) Moved by: Councillor R. Niro
Seconded by: Councillor S. Butland
Whereas on September 2, 2009, Prime Minister Harper announced \$44M in new funding to redevelop the Canadian Customs Plaza at the Sault Ste. Marie International Bridge; and
Whereas the funding being provided has come from the Gateway and Border Crossings as part of Prime Minister Harper's Build Canada Plan; and
Whereas the fund provides support for transportation infrastructure and related initiatives to develop and exploit Canada's strategic gateways, trade corridors and border crossings; and
Whereas the International Bridge Authority has spent considerable time and effort in arriving at a recommended plan that included extensive engineering design and public consultation; and
Whereas with existing available funding, efforts to acquire the properties to ensure the approved plan can be implemented in a timely fashion have not been successful; and
Whereas in order to begin the project an amended plan has been prepared that does not adequately take into consideration all the key principles of the original design and reduces the effectiveness of the facility to be a transportation network between two nations; and
Whereas additional funds are needed to address implementation as originally envisioned;
Therefore be it resolved that City Council support efforts by the Mayor, City staff working with MP Bryan Hayes, Federal staff and St. Marys River Bridge Company in exploring opportunities for additional funding required to move forward in a timely manner the construction of the approved plan for the Canadian Customs Plaza at the Sault Ste. Marie International Bridge. CARRIED
- b) Moved by: Councillor S. Myers
Seconded by: Councillor T. Sheehan
Whereas Kohler Avenue is scheduled to be reconstructed in 2015, and

Whereas the street surface is increasingly breaking down and requires ongoing costly maintenance to be kept useable and is becoming a hazard to motorists and a risk to their vehicles, and

Whereas the street has a very high residential population due to the presence of numerous apartment buildings with many residents using the street on a daily basis,

Therefore be it resolved that the Engineering Staff review the current five year plan for residential road reconstruction and consider moving the date for the Kohler Ave reconstruction up to the earliest possible time frame. CARRIED

- c) Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian
Resolved that Council request EDC staff to initiate discussions with Alan Champagne, CEO of Eco-flex located in Legal, Alberta and Andrew Horsman, Executive Director of Ontario Tire Stewardship located in Toronto, Ontario expressing interest in and promoting the advantages and financial incentives in situating a recycled rubber manufacturing facility in Sault Ste. Marie. CARRIED
- d) Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian
Whereas the issue of water quality – particularly the taste and odour of municipal water, has been an ongoing issue in the east end of the City for well over a year; and
Whereas the conversion by PUC Inc. from disinfection of municipal water with chloramine to disinfection with free chlorine elicited concerns from residents across the City; and
Whereas such conversion may have exacerbated the east-end water quality situation; and
Whereas this situation appears to have prompted a spike in the sales of bottled water (reportedly 70,000 bottles in one week at one outlet);
Now Therefore Be It Resolved that PUC Inc. be requested to conduct a city-wide third party random survey to determine the perceived impact of the conversion to disinfection with free chlorine; and further that PUC Inc. be requested to advise what mitigating actions may be necessary to deal with the situation. DEFEATED
- e) Moved by: Councillor R. Niro
Seconded by: Councillor P. Christian
Whereas budget deliberations are historically quite lengthy; and
Whereas the budget should be the focus of the specific meeting; and
Whereas the 2012 Budget deliberations have been scheduled together with the Regular Agenda Meeting of Council,
Now therefore be it resolved that any future budget meetings of the Council be rescheduled on a separate date from the Regular Agenda. CARRIED

f) Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick
Resolved that the 2012 Budget Meeting of Council be held on Wednesday, April 11, 2012 beginning at 3:30 p.m., notwithstanding that all members of Council may not be available. 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 L. Turco
Seconded by: Councillor P. Mick

Resolved that all by-laws listed under Item 10 of the Agenda under date April 2, 2012 be approved save and except 2012-57 and 2012-58. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-45 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 492 Pine Street be PASSED in open Council this 2nd day of April, 2012. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-54 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 421 Albert Street West be PASSED in open Council this 2nd day of April, 2012. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-55 being a by-law to designate the lands located at 421 Albert Street West an area of site plan control be PASSED in open Council this 2nd day of April, 2012. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-56 being a by-law to authorize an easement with the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail located on its property in the area of the Fort Creek conservation area subject to the condition that the City pay any property taxes that may be levied against the

Conservation Authority property upon which this portion of the hub trail is located
be PASSED in open Council this 2nd day of April, 2012. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-57 being a by-law to adopt Amendment No. 184 to
the Official Plan for the City of Sault Ste. Marie be PASSED in open Council this
2nd day of April, 2012. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-58 being by-law to adopt Amendment No. 183 to the
Official Plan for the City of Sault Ste. Marie be PASSED in open Council this 2nd
day of April, 2012. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-59 being a by-law to authorize a contract between the
City and Avery Construction Ltd. for biofilter upgrades at the East End Water
Pollution Control Plant be PASSED in open Council this 2nd day of April, 2012.
CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-61 being a by-law to authorize a contract between the
City and Palmer Construction Group Inc. and STEM Engineering Group
Incorporated for the Rosedale Ravine slope stabilization be PASSED in open
Council this 2nd day of April, 2012. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-62 being a by-law to authorize a contribution
agreement between the City and Her Majesty the Queen in right of Canada, as
represented by the Minister of Citizenship, Immigration and Multiculturalism for
the purpose of funding be PASSED in open Council this 2nd day of April, 2012.
CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Resolved that By-law 2012-63 being a by-law to permit the temporary closing of
St. Mary's River Drive from the Delta Waterfront Hotel to 49 St. Mary's River
Drive to facilitate the Heart & Stroke Foundation Walk & Roll be PASSED in open
Council this 2nd day of April, 2012. CARRIED

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that this Council now adjourn. CARRIED

MAYOR

CITY CLERK

The fourth Joint Sault Ste. Marie, Ontario Council and the Sault Ste. Marie, Michigan City Commission working meeting, was held on Monday, March 12, 2012 at 5:30 p.m. in the Sault Ste. Marie City Commission Chambers – 225 East Portage Avenue, Sault Ste. Marie, Michigan.

Sault Ste. Marie, Michigan City Commission:

Present: Mayor Bosbous, Commissioner Bauer (arrived at 6:50 p.m.), Burton, Gerrie, Lynn, Shimmens, and Stefanski

Absent: None

Also Present: City Manager Nebel, City Clerk Troyer, and City Attorney Cannello

Sault Ste. Marie, Ontario City Council:

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

Absent: Councillors S. Butland, J. Krmpotich, F. Manzo

Officials: J. Fratesi, M. White, N. Kenny

1. **Call to Order**

A. Sault Ste Marie City Commission Call to Order
Roll Call
Pledge of Allegiance

B. City Council Resolutions to Approve the Agenda and Proceed into the Committee of the Whole

Mayor Debbie Amaroso - Introduction of City Council
Joe Fratesi, Chief Administrative Officer - Introduction of staff in attendance

Mover: Councillor P. Mick
Seconder: Councillor R. Niro

Resolved that the agenda for the 2012 03 12 Twin Saults - Joint Council / Commission Meeting as presented be approved. CARRIED.

Mover Councillor B. Watkins
Seconder Councillor L. Turco

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – Twin Saults – Joint Council / Commission Meeting. CARRIED.

C. Opening Remarks

Mayor Anthony G. Bosbous
Spencer R. Nebel, City Manager – Introduction of staff in attendance

2. **International Bridge Administration – Presentation on the International Bridge 50th Anniversary Celebration**

Phil Becker, General Manager, International Bridge Authority was in attendance. A PowerPoint presentation was provided.

3. **Discussion on Celebrate 100! for Municipal Corporation of the City of Sault Ste. Marie, Ontario**

Susan Myers, Co-Chair, Celebrate 100! Gave a brief presentation on the Celebrate 100! and presented Mayor Bosbous with a Celebrate 100! Flag.

4. **Joint Sister City Agreement**

Sault Ste. Marie, Ontario Economic Development Corporation Director Randy Tallon and Sault Ste. Marie, Michigan Economic Development Corporation Director Kristen Claus presented the Joint Sister City Agreement

A. **Sault Ste. Marie Council Action on Resolution**

Mover -Councillor P. Mick
Seconder -Councillor R. Niro

Whereas "Sault Ste. Marie" is the name of two great cities, one American and one Canadian; and

Whereas Sault Ste. Marie, Michigan, U.S.A. and Sault Ste. Marie, Ontario, Canada, not only share a name, but also a river, an international bridge and a long interesting history dating back hundreds of years; and

Whereas the early French explorers established a mission in this area in 1668 which soon became one of North America's oldest settlements, named "Sault Sainte Marie" by the Jesuits; and

Whereas this settlement remained as one community until 1817 when the US/UK Boundary Commission finalized the border between Michigan and the British Province of Upper Canada; and

Whereas notwithstanding the border, residents of both communities continue to rely on each other for support and assistance in areas such as emergency response, health, education, culture, sport and community promotion; and

Whereas the local governments of both communities, City Commission on the American side and City Council on the Canadian side, have long recognized and treasured the uniqueness of the international relationship we share,

Now Therefore Be It Resolved that on the 100th anniversary of the City of Sault Ste. Marie, Ontario, Canada's incorporation as a City and on the 50 year celebration of the International Bridge which joins our two communities, on behalf of our residents and in recognition of our special relationship, we hereby authorize the execution of a Sister City Agreement which will acknowledge our

genuine intent to enhance the unique relationship which our two communities enjoy through the continued branding of ourselves as "Two Nations - One City Sault Ste. Marie". CARRIED.

B. Sault Ste. Marie City Commission Action on Resolution

Moved by Commissioner Lynn, supported by Commissioner Gerrie

Whereas "Sault Ste. Marie" is the name of two great cities, one American and one Canadian; and

Whereas Sault Ste. Marie, Michigan, U.S.A. and Sault Ste. Marie, Ontario, Canada, not only share a name, but also a river, an international bridge and a long interesting history dating back hundreds of years; and

Whereas the early French explorers established a mission in this area in 1668 which soon became one of North America's oldest settlements, named "Sault Sainte Marie" by the Jesuits; and

Whereas this settlement remained as one community until 1817 when the US/UK Boundary Commission finalized the border between Michigan and the British Province of Upper Canada; and

Whereas notwithstanding the border, residents of both communities continue to rely on each other for support and assistance in areas such as emergency response, health, education, culture, sport and community promotion; and

Whereas the local governments of both communities, City Commission on the American side and City Council on the Canadian side, have long recognized and treasured the uniqueness of the international relationship we share,

Now Therefore Be It Resolved that on the 100th anniversary of the City of Sault Ste. Marie, Ontario, Canada's incorporation as a City and on the 50 year celebration of the International Bridge which joins our two communities, on behalf of our residents and in recognition of our special relationship, we hereby authorize the execution of a Sister City Agreement which will acknowledge our genuine intent to enhance the unique relationship which our two communities enjoy through the continued branding of ourselves as "Two Nations - One City Sault Ste. Marie".

Motion carried unanimously.

5. Canada Border Services Agency - U.S. Customs and Border Protection

Glenda Lemarquand, Superintendent - Canada Border Services Agency - Sault Ste. Marie, Ontario; Devin Chamberlain, Port Director and Patrick Wilson, Assistant Port Director U.S. Customs and Border Protection – Sault Ste. Marie, Michigan was in attendance. A PowerPoint presentation was provided.

6. Community Issues

Joe Fratesi, Chief Administrative Officer provided some brief comments on economic and community issues in Sault, Ontario

Spencer R. Nebel, City Manager – Sault Ste. Marie, Michigan provided brief comments on the economic impact, reorganization efforts, combined sewer overflow program, Water Street Historic Walkway, 21C3, Sprawl Avoidance and Resource Management Initiative (SARMI), upcoming events, the New City Hall, and suggested to the Council and Commission that consideration be made at these annual meetings to recognize individuals who have played a major role in cross border initiatives between the City of Sault Ste. Marie, Michigan and Sault Ste. Marie, Ontario.

Moved by Commissioner Stefanski, supported by Commissioner Bauer

That the City Commission support the idea of recognizing individuals at the annual joint council/commission meetings who have played a major role in cross border initiative between the City of Sault Ste. Marie, Michigan and Sault Ste. Marie, Ontario.

Motion carried unanimously.

*Moved by Councillor P. Christian
Seconded by Councillor L. Turco*

Resolved that City Council support the idea of recognizing individuals at the annual joint council/commission meetings who have played a major role in cross border initiative between the City of Sault Ste. Marie, Michigan and Sault Ste. Marie, Ontario. CARRIED.

7. **International Crime Stoppers Presentation**

Sergeant Mike Davey of the Sault Ste. Marie, Ontario Police Services and Sergeant Mike Langendorf of the Sault Ste. Marie, Michigan Police Department gave a brief presentation on International Crime Stoppers.

8. **Report on the Annual Joint Council/Commission Christmas Gathering**

The Annual Joint Council/Commission Christmas Gathering will be held on Tuesday, December 4, 2012 at the Christopher Columbus Hall in Sault Ste. Marie, MI. Social hour to begin at 6:00 p.m. with dinner to follow at 7:00 p.m.

9. **Matters Presented by the Councillors or Commissioners**

Commissioner Stefanski expressed interest in changing the street signs to indicate "Two Nations - One City Sault Ste. Marie", Commissioner Stefanski also wished the Soo MI Eagles and the Soo Ont. Thunderbird good luck at tonight's hockey game.

10. **Mayor Exchange of City Gifts**

Mayor Debbie Amaroso and Mayor Anthony Bosbous exchanged gifts.

11. **Public Comments**

None

12. **Adjournment**

Mover: *Councillor P. Mick*
Seconder: *Councillor R. Niro*

Resolved that we now adjourn. CARRIED

Moved by Commissioner Lynn, supported by Commissioner Stefanski

That the meeting adjourn at 7:30 p.m.

Motion carried unanimously.

ANTHONY G. BOSBOUS, MAYOR ROBIN R. TROYER, CITY CLERK



AMO Policy Update

April 5, 2012

Legislation

Bill 20, An Act to Amend the Building Code Act, goes before Standing Committee of Social Policy

AMO has a number of concerns regarding *Bill 20, Hawkins-Gignac Act (Carbon Monoxide Detectors), 2011* a private member's bill introduced by MPP Ernie Hardeman for first reading on December 6, 2011. The bill amends the *Building Code Act, 1992* to require owners of residential buildings with fuel burning devices or storage garages to install and maintain carbon monoxide detectors.

The bill's status is currently under consideration by the Standing Committee on Social Policy and has since heard several speakers address the draft bill. The bill will be reviewed by the Standing Committee within the next few weeks before it returns to the Legislature for a third reading.

AMO has concerns with the absence of public notice for the committee hearings. This lack of notice did not give AMO an opportunity to speak before the Standing Committee when it met on Monday, April 2, 2012.

AMO, Rural Ontario Municipal Association (ROMA) and Large Urban Mayors' Caucus of Ontario (LUMCO) have each communicated their concerns about *Bill 20* in letters to the Chair of the Standing Committee on Social Policy. Municipalities, and their Building Officials, are responsible for the operationalization and management of any amendments to the *Building Code Act*. As such, the amendments outlined in *Bill 20* may have potential significant financial impacts for municipalities during implementation, their ability to recover costs, enforcement, public education and administration should the draft bill pass third reading and be made into law. Municipalities may also face increased exposure to liability and risk issues if *Bill 20* becomes provincial legislation.

Furthermore, the current regulatory mandate of the *Building Code Act* is designed on a go-forward basis in terms of new construction. *Bill 20* requires that residential buildings built prior to 2001 require carbon monoxide detectors be installed where there are fuel burning devices or storage garages in those buildings. Currently, there are no retroactivity standards included in the *Building Code Act*. By initiating the enforcement of maintenance and rehabilitation standards of older buildings, this change would require significant in-depth review and determination of the resource requirements of municipal building departments.

Although the municipal sector understands the intent of *Bill 20* is to improve public safety, AMO respectfully suggests that the Standing Committee should consider the full understanding of the draft legislation's operational implications before decisions are made.



AMO Municipal Learning

> What Lies Ahead in 2012

About the Facilitators:

Fred Dean is a municipal solicitor who acts exclusively for municipalities and municipal associations in Ontario. He is also the chair of the Question Box panel at the ROMA/Ontario Good Roads Conference each February. Fred is the former City Solicitor for Sudbury. He now serves local government by giving advice to municipal officials across Ontario.

Nigel Bellchamber is a private consultant who has provincial ministries, municipalities, special purpose bodies and municipal associations as his clientele. Nigel's municipal experience includes CAO positions in both Huron and Middlesex Counties and his last municipal position was as Commissioner of Finance and Administration, and City Treasurer for the City of London. He is a frequent presenter at municipal conferences and workshops and currently serves as the part time General Manager for the Ontario Municipal Administrators Association.

Overview

Municipalities face a number of challenges in 2012, a simple web search of the term "municipal challenges in 2012" results in over 11 million pages of content. Some are optimistic, most talk of new opportunities. This course will examine what lies ahead for Ontario municipalities in 2012 and how challenges can be made into opportunities. By examining key municipal resources (time, people and assets) you will be guided through activities and assessments to help you discover tools to help you manage what lies ahead in 2012.

Who Should Attend

Members of council and middle to senior level municipal staff.

Benefits

- Dialogue with peers about what lies ahead
- Clear understanding of the challenges and opportunities for municipalities in 2012
- A foundational knowledge of risk assessment and management
- Confidence to face 2012

Agenda at a Glance

- The fiscal outlook in 2012
- Asset and time management
- Relationship with senior staff
- Strategic planning
- Managing risk (inc. joint & several liability)
- Duties of municipal leaders

Dates and Locations:

Location	Dates
London - Best Western Lamplighter Inn	April 26, 2012
Peterborough - Best Western Otonabee Inn	May 14, 2012
Orillia - Highwayman Inn and Conference Centre	May 16, 2012
Thunder Bay - Travelodge Airlance	May 28, 2012

This is a full day course that runs from 8:30 am to 4:30 pm (approx.) with lunch provided.

> To register online please click [here](#).

> To download a registration form click [here](#). (please note this form is in PDF format)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: KIWANIS CLUB OF LAKESHORE TELEPHONE: 705-946-7915ADDRESS: P.O. Box 23027 RPO STATION MALL POSTAL CODE: P6A 6W6

The above person hereby makes application for the closing of

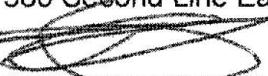
ST. MARY'S RIVER DRIVE

(Name of street to be closed)

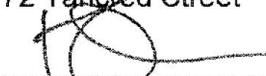
from STATION MALL Zellers ENTRANCE to STATION MALL Sears ENTRANCE
(reference points - street numbers, cross streets, etc.)on the 13 day of JULY, 20 12 from 4:00 am/pm to 9:00 am/pmfor the purpose of KIWANIS INTERNATIONAL WALLEYE TOURNAMENT
PARADE OF BOATS

APPROVALS SECTION:

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


Signature of Official

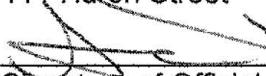
2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street


Signature of Official

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


Signature of Official

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


Signature of Official

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


Signature of Official

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


Signature of Official

CITY CLERK SECTION:

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

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



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

2012 04 16

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Chris Bean – Engineering & Planning – Planning Division**
2012 ESRI Canada User Conference
April 24 – 25, 2012
Sudbury, Ontario
Estimated total cost to the City - \$909.12
Estimated net cost to the City - \$909.12
2. **Rachel Tyczinski – Clerks Office**
AMCTO Zone 7 Spring Workshop
May 2 – 4, 2012
Sundridge, Ontario
Estimated total cost to the City - \$1,258.25
Estimated net cost to the City - \$1,258.25
3. **Malcolm White – Clerks Office**
AMCTO Annual General Meeting
June 17 – 20, 2012
Ottawa, Ontario
Estimated total cost to the City - \$2,269.10
Estimated net cost to the City - \$2,269.10
4. **Rick Cobean – Social Services – Social Housing Division**
OMSSA Housing & Homelessness Forum
April 20, 2012
Toronto, Ontario
Estimated total cost to the City - \$ 590.56
Estimated net cost to the City - \$ 590.56

5(c)

5. Denis Desrosiers – Legal – Provincial Offences

Regional Court Manager's Meeting

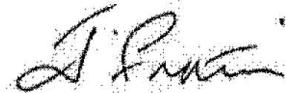
April 23, 2012

Sudbury, Ontario

Estimated total cost to the City - \$ 240.50

Estimated net cost to the City - \$ 240.50

Yours truly,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

**Tim Gowans
Manager of Purchasing**



**Finance Department
Purchasing Division**

*Celebrate 100!
*1912 - 2012**

2012 04 16

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR TRAFFIC MARKING PAINT (2012WA02T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the Supply and Delivery of Traffic Marking Paint, as required by the Traffic Division of the Public Works & Transportation Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 3, 2012, with Councillor Marchy Bruni representing City Council.

ANALYSIS

The tenders received have been evaluated and reviewed with Mr. Andy Starzomski, Manager of Traffic and Communications, Public Works and Transportation Department. The low tendered prices, meeting specifications, has been identified on the attached summary.

IMPACT

Funding for this material is derived from the Public Works & Transportation Pavement Marking Account.

STRATEGIC PLAN

Supply of Traffic Marking Paint is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for Supply and Delivery of Traffic Marking Paint be awarded to Ennis Paint Canada ULC for Group A, and to Road Services International for Group B, at their low tendered prices for each group.

-More-

2012 04 16

Page 2

This report is submitted for Council's approval.

Respectfully submitted,


Tim Gowans
Manager of Purchasing

TG:tg
Attach.

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget: \$60,000.00

Received: April 3, 2012
File: 2012WA02T

SUMMARY OF TENDERS
TRAFFIC MARKING PAINT

<u>DESCRIPTION</u>	<u>QTY</u>	DULUX PAINTS Sault Ste. Marie, ON		ENNIS PAINT CANADA Ennis, TX		ROAD SERVICES INT'L Burlington, ON		SHERWIN WILLIAMS Mississauga, ON	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
Group A									
Standard Waterborne Yellow (1,000 Litre Bulk Container)	7000		UTQ	\$2.40	\$16,800.00		UTQ	\$2.45	\$17,150.00
Standard Waterborne White (1,000 Litre Bulk Container)	7000		UTQ	\$2.60	\$18,200.00		UTQ	\$2.50	\$17,500.00
Standard Waterborne White (20 Litre Container)	1200	\$4.30	\$5,160.00	\$2.80	\$3,360.00		UTQ	\$3.20	\$3,840.00
Standard Waterborne Yellow (20 Litre Container)	600	\$4.30	\$2,580.00	\$2.60	\$1,560.00		UTQ	\$3.20	\$1,920.00
Subtotal			\$7,740.00		\$39,920.00				\$40,410.00
13% H.S.T.			\$1,006.20		\$5,189.60				\$5,253.30
Total			\$8,746.20		\$45,109.60				\$45,663.30
Group B									
Spray MMA (Compound A) Pails	450		UTQ	Partial Bid			UTQ		
Spray MMA (Compound B) Pails	450		UTQ	for			UTQ		
Beads for Spray MMA (25 kg Bags)	750		UTQ	Group			UTQ		
Subtotal			\$0.00		\$0.00				\$0.00
13% H.S.T.			\$0.00		\$0.00				\$0.00
Total			\$0.00		\$0.00				\$0.00
Paint Manufacturer			Ennis Paint	Ennis Paint			Road Services/Swarco		Sherwin Williams
Delivery			14 w/days	14 w/days			7-10 w/days		15 w/days
Remarks			Incomplete Bid	Meets Specifications(Group A) Incomplete Bid (Group B)			Meets Specifications(Group B)		Meets Specifications(Group A)

Note: The low quoted prices for each Group, meeting Specifications, are boxed above.

It is my recommendation that the quoted prices, submitted by Ennis Paint Canada for Group A and Road Services International for Group B, be accepted.

Tim Gowans
Manager of Purchasing

56d

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2012 04 16

Celebrate 100!
1912 ~ 2012

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR SEASONAL SECURITY (2012CT01T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Seasonal Security Service for the 2012-2013 season, as required by various City Departments; mainly for security at the City Parks, Rinks, Marinas, Boardwalk and Works Centre.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 3, 2012, with Councillor Marchy Bruni representing City Council.

ANALYSIS

The tenders received have been evaluated and reviewed with Mr. Larry Girardi, Commissioner of Public Works and Transportation, and Mr. Nick Apostle, Commissioner of Community Services. The low tendered prices, meeting specifications, has been identified on the attached summary.

IMPACT

Funding for this service is derived from various Public Works & Transportation and Community Services accounts. The low tendered pricing as recommended represents an approximately 2.8% reduction in the hourly rate for foot patrols and a 17% reduction in the rate per driveby patrol.

STRATEGIC PLAN

Provision of Seasonal Security is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for Seasonal Security be awarded to Norpro Company for Groups A, B and C at their low tendered prices for each group for the 2012-2013 season allowing for further one year extensions by mutual agreement.

-More-

5(e)

2012 04 16

Page 2

This report is submitted for Council's approval.

Respectfully submitted,



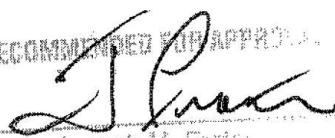
Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

TG:nt
Attach.

RECOMMENDED FOR APPROVAL

Joseph M. Freida
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: DRAWN FROM VARIOUS CSD & PWT ACCOUNTS

Received: April 3, 2012
File: #2012CT01T

SUMMARY OF TENDERS
SEASONAL SECURITY

		Neptune Security Services Mississauga, ON		Norpro Company Sault Ste. Marie, ON		North East Regional Sault Ste. Marie, ON		
<u>Group A - Foot Patrol Security Service</u>		<u>Estimated 12 Month Requirements</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>
Regular Hourly Rate		4,700	\$15.25	\$71,675.00	\$13.85	\$65,095.00	\$16.90	\$79,430.00
Statutory Holiday Hourly Rate		140	\$30.50	\$4,270.00	\$20.78	\$2,909.20	\$30.00	\$4,200.00
		Subtotal		\$75,945.00		\$68,004.20		\$83,630.00
		13% H.S.T.		9,872.85		8,840.55		10,871.90
		Total Tendered Price for Foot Patrol Security:		\$85,817.85		\$76,844.75		\$94,501.90
<u>Group B - Driveby Patrol Security Service</u>		<u>Estimated 12 Month Requirements</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>
Patrols at Regular Rate		1,525	\$18.75	\$28,593.75	\$15.50	\$23,037.50	\$16.50	\$25,162.50
Patrols at Statutory Holiday Rate		60	\$37.50	\$2,250.00	\$29.25	\$1,395.00	\$30.00	\$1,800.00
		Subtotal		\$30,843.75		\$25,032.50		\$26,962.50
		13% H.S.T.		4,009.69		3,254.23		3,505.13
		Total Tendered Price for Driveby Patrol Security:		\$34,853.44		\$28,286.73		\$30,467.63
<u>Group C - Waterfront Patrol Security Service</u>		<u>Estimated 12 Month Requirements</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>
Regular Hourly Rate		2,600	\$16.25	\$42,250.00	\$13.85	\$36,010.00	\$15.90	\$41,340.00
Statutory Holiday Hourly Rate		70	\$32.50	\$2,275.00	\$20.78	\$1,454.60	\$30.00	\$2,100.00
		Subtotal		\$44,525.00		\$37,464.60		\$43,440.00
		13% H.S.T.		5,788.25		4,870.40		5,647.20
		Total Tendered Price for Waterfront Patrol Security:		\$50,313.25		\$42,335.00		\$49,087.20

Note: The low quoted prices meeting specifications for each Group are boxed above.

The number of hours and driveby patrols shown above are an estimate of the City's annual requirements and are not guaranteed.

It is my recommendation that the tender for all Groups - A, B and C - be awarded to Norpro Company; having tendered the low prices for each group.

Tim Gowans
Manager of Purchasing

5(e)

Tim Gowans
Manager of Purchasing



**Finance Department
Purchasing Division**

2012 04 16

Celebrate 100!
1912 - 2012

Mayor Debbie Amaroso and
Members of City Council

RE: RFP FOR PROFESSIONAL COLLECTION SERVICES - POA (2012LP01P)

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of Professional Collection Services, as required by the POA Division of the Legal Department.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on February 17, 2012.

ANALYSIS

Proposals from nine (9) Proponents were received prior to the closing date:

- A-1 Credit Recovery & Collections Services Inc., Toronto, ON
- Action Collections and Receivables, Toronto, ON
- ARO Inc., Markham, ON
- D & A Collection Corporation, Mississauga, ON
- EOS NCN, Toronto, ON
- Global Credit & Collection, Markham, ON
- iQor Canada Ltd., Toronto, ON
- National Credit Recovery Inc., Mississauga, ON
- Shelico Credit Systems Ltd., Concord, ON

The proposals received have been evaluated by a committee comprised of staff from the Legal Department, the POA Division-Legal Department, and the Purchasing Division-Finance Department.

The proponent scoring the highest in the Evaluation Process was iQor Canada Ltd. iQor presently serves twenty-eight Canadian municipalities in the collection of Provincial Offences Fines including Sudbury, Brampton and Toronto.

-More-

5(f)

2012 04 16

Page 2

IMPACT

The bulk of the net Revenue collected by the agency remains with the City. Commission Fees associated with the collection of Provincial Fines are added to the amount collected resulting in no net cost. iQor's Commission Fees were the lowest proposed by all proponents.

STRATEGIC PLAN

Collection of Provincial Offences Fines is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the Request for Proposals to provide Professional Collection Services be awarded to iQor Canada Ltd., for a period of one year allowing for further one year extensions by mutual agreement.

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:tg

RECOMMENDED FOR APPROVAL



Joseph M. Fiduccia
Chief Administrative Officer



2012 04 16

Mayor Debbie Amaroso and
Members of City Council

**RE: CELEBRATE100! ANNIVERSARY FLOWER GARDEN
AND COMMEMORATIVE PLAQUE**

PURPOSE

This purpose of this report is to provide details and request authorization to proceed with a Celebrate100! legacy project.

BACKGROUND

On December 7, 2009 City Council authorized undertaking a Sault Ste. Marie 100th anniversary celebration of events to be called "Celebrate 100! and project funding in the amount of \$180,000 over three years (2010, 2011 and 2012). The project has developed very successfully within budget and we are now in the anniversary year with many City hosted and Community hosted events already held and many more to come. One activity that was identified by the Celebrate100! Team very early in the planning process is a 100th anniversary legacy project. Funds were identified within the approved allocation in the amount of \$5500.

ANALYSIS

During the monthly Celebrate100! Team meetings, discussion took place on what could be identified as a legacy project. The Team was very pleased when the Public Works and Transportation Parks Division in late 2011 constructed a large flower garden on the north Civic Centre property adjacent to Bay Street as a Celebrate100! project. The flower garden will be planted this year with the imagery of the Celebrate100! logo and will be theme planted every year for many years to come for the enjoyment of visitors and residents. The Municipal Heritage Committee provided a recommendation to the Team on wording for a 100th anniversary legacy plaque and recommended locating it on Civic Centre property.

-More-

CELEBRATE100! ANNIVERSARY FLOWER GARDEN
AND COMMEMORATIVE PLAQUE 2012 04 16
Page 2

The Team recommends the location of the plaque to be adjacent to the new municipal flower garden. The flower garden and plaque will be dedicated to the people of the City of Sault Ste. Marie, past, present and future. A dedication ceremony presided by Their Excellencies the Right Honourable David Johnston Governor General of Canada and Mrs. Sharon Johnston is planned when they visit Sault Ste. Marie later this year (date to be announced).

IMPACT

The cost of construction and annual planting and maintenance of the flower garden is within the Public Works and Transportation Parks Division operating budget. The cost of the commemorative plaque is within the approved Celebrate100! budget allocation.

STRATEGIC PLAN

This project is not specifically identified as an activity in the current strategic plan.

RECOMMENDATION

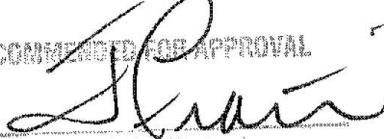
That the report of the City Clerk be received and the recommendation that the City of Sault Ste. Marie Celebrate100! legacy project comprised of a commemorative plaque located at the new municipal flower garden on Civic Centre north property to be named the 100th Anniversary Flower Garden and Commemorative Plaque be approved.

Respectfully submitted,



Malcolm White
City Clerk
/di

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi

Chief Administrative Officer

5(h)

John R. Luszka,
Commissioner



HUMAN RESOURCES
DEPARTMENT

Celebrate 100!
1912 - 2012

2012 04 16

Mayor Debbie Amaroso and
Members of City Council

**RE: RENEWAL COLLECTIVE AGREEMENT
CUPE LOCAL 3 PUBLIC WORKS & TRANSPORTATION
FEB. 1, 2012 TO JAN. 31, 2015**

Please find attached the Memorandum of Settlement with our Public Works employees.

As with our other recent settlement with CUPE Local 67 Civic Centre Group, the agreement is within the parameters established by City Council. It is a three (3) year collective agreement providing a 2% wage increase in each year of the term with some improvements in benefits, reimbursements and premiums.

The City's Bargaining Committee unanimously recommends ratification of the Memorandum by City Council.

Respectfully submitted,

John Luszka
Commissioner

JL:ef
Attached

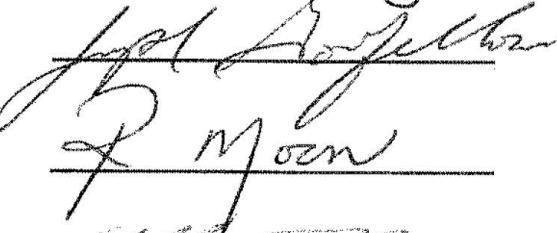
c.c.: J. Fratesi
L. Girardi

MEMORANDUM OF SETTLEMENT**THE CORPORATION OF THE CITY OF SAULT STE. MARIE****&****C.U.P.E. LOCAL 3 PUBLIC WORKS & TRANSPORTATION**

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2012 to January 31, 2015.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2012 provided, however, that the following amendments are incorporated in Appendix 1.

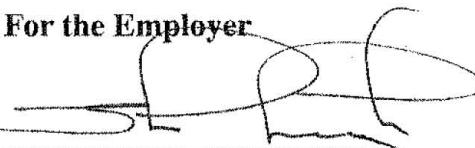
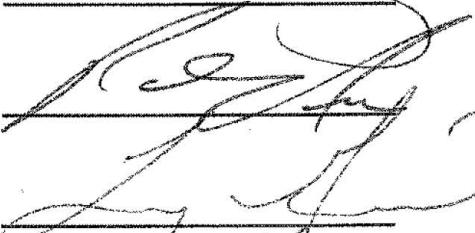
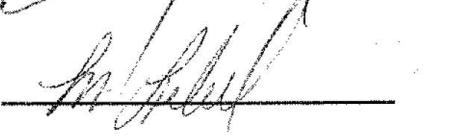
Signed this 3rd day of April, 2012.

For the Union




For the Employer

COLLECTIVE BARGAINING

THE CITY OF SAULT STE. MARIE

&

CUPE LOCAL 3 PWT GROUP

APPENDIX 1

UNION PROPOSALS

Article 3 Union Security

3:03 **Agreed**

The City is in agreement with the Union original proposal to amend this article to read as follows:

Deductions will be made from the payroll period and shall be forwarded to the **National Secretary-Treasurer** of the Union not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees **names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status.**

Article 8 Grievance Procedure

8:01 **Agreed**

Add the following as the last sentence in this clause:

Responses to all steps of the grievance procedure will be copied to the Group Vice-President.

Article 10 Seniority

10:09 **Agreed**

Amended clause to read as follows:

Except as provided in Article 11:13, the City agrees to post all vacancies or job openings which occur within the bargaining unit for a period of **seven (7) days** prior to filling any vacancies or new positions

covered by the terms of this Agreement. Appointments made as a result of applications received will be posted as soon as final selection is made and a copy shall be given to the Union Secretary. Such job openings shall be posted on all bulletin boards in order that all members will know about the position and be able to make written application therefore. Such notices shall state the nature or title of the position, the **qualifications inclusive of** knowledge, education **experience and** skills required, and the wage rate or wage range and a copy will be forwarded to the Union.

10:11

Amend clause to read as follows:

The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by the Agreement, but if an employee appointed **to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above note six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.**

Note: Any current permanent Non-Union Managerial or Supervisory staff names listed on any seniority list shall be removed upon the next revision of the Seniority Lists subject to the provisions outlined above.

Article 12 Leave of Absence

Agreed

The City proposes that the agreement for the City to continue an employee's pay for the period on Leave for Union Business be in the form of a Letter of Understanding. Such Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB

Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

Requests for Leave for Union Business shall be approved by a designated Union representative and on a form provided by the City for approval by the respective Department Head. The form shall be

distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

12:04 Funeral Leave

Agreed

Amended clause to read as follows:

Funeral Leave: When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day **following** the funeral.

(balance of clause to remain unchanged)

Letters of Understanding

Letter #1	Subsidized Work Programs	Agreed : Renew for term of agreement.
Letter #2	Loss of Driving License	Agreed : Renew for term of agreement.
Letter #3	Labour-Management Comm.	Agreed : Renew for term of agreement.
Letter #5	Interpretation of 10:03	Agreed : Include the following as the last sentence in clause 10:03, delete this letter of understanding and renumber Letters accordingly:

The parties recognize and agree that the provisions of articles 10:03 (5) (a) (iii) and 10:03 (5) (b) (iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

Letter #6	Lead Hands	Agreed: Renew for term of agreement.
Letter #7	Absenteeism	Agreed Renew for term of agreement.
Letter #8	Job Postings -Flusher, Back Hoe, Float Operator	

**SUCCESSFUL APPLICANTS TO JOB POSTINGS FOR
SEWER FLUSHER, BACKHOE AND FLOAT OPERATOR**

Agreed : Delete Letter in its entirety. Renumber Letters accordingly.

Letter #9 Group Vice Pres. – Day Shift

Agreed

Amend letter as follows:

RE: GROUP VICE PRESIDENT - DAY SHIFT

The parties agree that for the term of this collective agreement the Elected Group Vice President of Local 3 PWT **may request to be** assigned to day shifts.

Letter #10 Vacation Scheduling

Renew for term of agreement with the following amendments:

- **Amend First Pick to be three (3) weeks which can be taken as three (3) consecutive weeks or three (3) single weeks, or two (2) weeks plus one (1) week.**
- **Amend last point in Letter to read:**

Selections to be submitted by November 1st of the immediately preceding year of vacation selection. The Department will confirm vacation selections by December 1st.

Letter #11 Welfare Plan

Agreed: Renew for term of agreement.

Letter #13 Permanent Disability
Accommodation

Agreed: Renew for term of agreement.

Note: Amend 'Disability Case Manager" to read "Return to Work Coordinator"

CITY LANGUAGE PROPOSALS

ARTICLE 2 RECOGNITION

Include the following under clause 2:03

"Experimentation" is when non-bargaining unit staff from time to time assesses the effectiveness, efficiency and/or suitability of work methods, equipment, procedures and/or processes. Such experimentation may involve performing work typically associated with bargaining unit members for a limited period of time to permit valid assessment. Experimentation however is not intended to have non-bargaining unit members on an ongoing basis perform the work of the bargaining unit.

Amend clause to read as follows:

- 2:03 Employees of the City excluded from the bargaining unit, as defined by Clause 2:02 hereof, shall not perform duties of employees in the bargaining unit except for emergency, **experimentation**, training, or instructional purposes. This clause does not apply to those people designated as temporary Supervisors.

ARTICLE 8 GRIEVANCE PROCEDURE

Existing Clause

- STEP V** If the Grievance Committee considers that a satisfactory settlement was not reached at Step IV, it may within five working days of receipt of the Step IV reply request that the grievance be referred to Arbitration in accordance with the terms of Section 37 of the Ontario Labour Relations Act.

Delete clause in its entirety.

ARTICLE 8 GRIEVANCE PROCEDURE

Amend existing clause to read as follows:

- 8:03 The time limits fixed in the Grievance procedure must be observed unless they are extended by mutual agreement between the parties to this agreement.

ARTICLE 9 (NEW) ARBITRATION

City amended original proposal

Introduce new article and clause 9:01 and renumber collective agreement accordingly. New clause to read as follows:

- 9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step IV of the grievance procedure, it may within **ten (10)** working days of receipt of the Step IV reply invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to arbitration.

Furthermore, **within twenty (20) working days following** such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

ARTICLE 10 SENIORITY

10:08(b) Posted Position

City Proposal - Agreed

1. Amend clause to read as follows

10:08 In filling permanent vacancies, **temporary, seasonal, spare** or new positions, appointments shall be made on the following basis:

- (a) In the case of automatic progression as provided in Article 11:13 or
- (b) **in the case of posted openings, consideration will be given first to qualifications as outlined in the job posting. If qualifications are determined to be equal, seniority shall be considered the determining factor.**

The promoted employee will be placed on a trial period in accordance with 11:05, conditional upon satisfactory performance. Such promotions shall become permanent after the completion of such period. In the event the promoted employee proves unsatisfactory in the position **or requests to revert to his/her former position** during the trial period, **s/he** shall be returned to **his/her** former position without loss of seniority and any employee promoted or transferred because of re-arrangement of positions shall also be returned to **his/her** former position without loss of seniority.

Employees who wish to have their name removed as a successful candidate to other than a permanent posted position must do so on a form provided by the Department. The employee shall sign such form and provide it to the respective Division Head for approval. Upon approval, the employee's name shall be removed from the seniority list for such position and it is understood that the employee cannot re-apply to return to such position until such time as the position is posted by the Department at a future date.

ARTICLE 13:00 HOURS OF WORK AND OVERTIME

Amend clause to read as follows:

13:02

(d) Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – 40 hours (i.e. 5 work days) in a calendar year.
- Requests for lieu time off will be considered on an individual basis at the time of request.

- Approval at the sole discretion of the Commissioner of Public Works and Transportation or designate based upon operational requirements.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from June 1st to September 30th in any given calendar year with the exception of Mechanics and Welders where lieu time off shall not be granted during the Winter Control Season.

SCHEDULE B JOB CLASSIFICATION

TRADES

Agreed : Housekeeping Item. Amend job titles as follows:

2. JC 5 Trades Helper Traffic and Communications – Change to read: **Trades Helper - Traffic.**
3. JC 7 ‘Painter Sign Shop” – Change to read **Sign Technician.**
4. JC 10 “Sign Painter” – Change to read **Lead Sign Technician.**
5. JC 12 “Chief Painter” – Change to read **Chief Sign Technician.**

LINE OF SEQUENCE

1. Update and re-sign for term of agreement.
2. **Proposal to Amend Line of Sequence:**

The Union agrees to bring the proposal of the 2nd of March 2012 developed by the parties in 2012 collective bargaining regarding a new Posted Position in the Line of Sequence Chart entitled “Refuse Collection/Landfill” to the membership for discussion and vote within sixty (60) days of the ratification of the Memorandum of Settlement by the Parties.

The Union shall advise the Commissioner of Human Resources in writing within seven (7) days following the above noted consultation with the membership to indicate whether there is agreement with the

proposal or to propose further amendments to the line of sequence to the City for its consideration.

It is understood that the existing language of the collective agreement with respect to Lines of Sequence and Job Seniority Lists shall prevail unless amended by mutual agreement of the parties as a result of the preceding.

New Positions

- Add to JC 6 Operations Posted Positions : Asphalt Spreader, Asphalt Recycler and Asphalt Zipper **Note: These are separate posted positions.**
- Change "Regular Posted Positions" to read "Permanent Posted Positions"
- Add new Operations Posted Position "Skilled Labour" to include "Concrete Finisher, Pipe layer, Masonry Worker"
- Change title of Chart to "Line of Sequence and Posted Position Chart"

LETTERS

Letter #1 Subsidized Work Programs
Agreed: Renew for term of agreement.

Letter #2 Loss of Driving License
Agreed: Renew for term of agreement.

Letter #3 Labour-Management Committee
Agreed: Renew for term of agreement.

Letter #4 Janitor Position
Agreed : Renew for term of agreement.

Letter #5 Interpretation of 10:03

Agreed

Include the following as the last sentence in clause 10:03, delete this letter of understanding and renumber Letters accordingly:

The parties recognize and agree that the provisions of articles 10:03 (5) (a) (iii) and 10:03 (5) (b) (iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

Letter #6 Lead Hands

Agreed: Renew for term of agreement.

Letter #7 Absenteeism

Agreed: Renew for term of agreement.

Letter #8 Job Postings - Flusher, Back Hoe, Float Operator

Agreed: Delete letter in its entirety. Renumber Letters accordingly.

Letter #9 Group Vice Pres. – Day Shift

Agreed

Amend letter as follows:

RE: GROUP VICE PRESIDENT - DAY SHIFT

The parties agree that for the term of this collective agreement the Elected Group Vice President of Local 3 PWT **may request to be** assigned to day shifts.

Letter #10 Vacation Scheduling

Renew for term of agreement with the following amendments:

Amend First Pick to be three (3) weeks which can be taken as three (3) consecutive weeks or three (3) single weeks, or two (2) weeks plus one (1) week.

Amend last point in Letter to read:

Selections to be submitted by November 1st of the immediately preceding year of vacation selection. The Department will confirm vacation selections by December 1st.

Letter #11 Welfare Plan

Agreed: Renew for term of agreement.

Letter #12 Article 2:03 Temporary Supervisors
Agreed: Renew for term of agreement.

Letter #13 Permanent Disability Accommodation

Renew for term of agreement with the amendment to change "Disability Case Manager" to read "Return to Work Coordinator".

Letter #14 Consolidation of CUPE Local 3 CSD agreement City Proposal

The City proposes the revision of the existing letter to provide for the movement of the Parks and Cemeteries divisions from the CSD agreement into the jurisdiction of the Local 3 PWT collective agreement. Furthermore, that the parties commit to hold a meeting to discuss this proposal prior to December 31, 2012.

MONETARY PACKAGE

ARTICLE 13:00 HOURS OF WORK & OVERTIME

13:03 Shift Work – Shift Premium

- Effective the 1st full pay period following ratification of the Memorandum of Settlement by the parties increase shift premium to \$1.00.

13:08 Meal Allowance

Increase meal allowance by \$0.25 effective the 1st of the month following ratification of the Memorandum of Settlement by the parties.

Increase meal allowance by \$0.25 effective February 1st in each of 2013 and 2014.

ARTICLE 16:00 WELFARE PLAN

16:01

Extended Health Care Plan

Vision Care

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, **increase Vision Care amount to \$325. (Note: Confirming that this amount can be used for laser eye surgery)**

Effective February 1, 2014, increase Vision Care amount to \$350.

Prescription Drug Benefit

Effective the February 1, 2013, increase Pharmacy Dispensing Fee Cap to \$11.00.

Paramedical Benefits

Effective the 1st of the month following ratification of the Memorandum of Settlement by the Parties, **Increase Paramedical Benefit to \$1,000.**

Note:

Amend "Out of Province Travel Plan" Language to read: "**Out of Province Travel Plan**"

Active Employees Over Age 65

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties:

- Increase drug plan cap to \$1,100 per annum and to \$1,200 per annum effective February 1, 2014.
- Increase Dispensing fee cap to \$10.
- Paramedical maximum to \$750
- Vision Care to \$250/24months

Amend the following language in 16:01:

It is agreed that the full E.I. rebate on premiums shall be retained by the City.

16:02

Dental Plan

Amend effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, coverage as follows:

Dental Plan #9, with Rider #3, (Orthodontic, **Two (2)** thousand five (5) hundred (\$2,500 limit), at current ODA rates minus one (1) year.

ARTICLE 17

SICK LEAVE

17:07 Amend clause to read as follows:

No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner if required by the Department Head.

The City shall, **effective the first of the month following ratification of the memorandum of settlement by the parties**, pay up to **forty dollars (\$40)** for the completion of **City medical form** when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Effective February 1 2014, increase reimbursement to forty-five dollars (\$45).

ARTICLE 19:00 TOOLS, EQUIPMENT AND WORK CLOTHING

19:01

Mechanics Tool Allowance

Increase tool allowance to **two hundred dollars (\$200)** effective the 1st of the month following ratification of the memorandum of settlement by the parties. Increase tool allowance to **two hundred and twenty-five dollars (\$225)** effective February 1, 2014.

Employee Boot Allowance:

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, increase boot allowance to **one hundred and fifty dollars (\$150)**. Effective February 1, 2014, increase boot allowance to **one hundred and fifty-five dollars (\$155)**.

ARTICLE 22:00

WAGE SCHEDULE & SCHEDULE A

- Increase the rates expiring January 31, 2012 as follows:

Effective February 1, 2012	+ 2.0 %
Effective February 1, 2013	+ 2.0 %
Effective February 1, 2014	+ 2.0 %

Retroactivity to active employees and any employees who retired between February 1, 2012 and the date of ratification of the Memorandum of Settlement by the parties.

ARTICLE 23:00 TERM OF AGREEMENT

23:01

Amend clause to read as follows:

23:01 This agreement shall continue in force in effect from February 1st, 2012 until January 31st, 2015. Either party to this agreement, may not more than ninety (90) days and not less than thirty (30) days prior to January 31st, 2015 present to the other party in writing, proposed amendments to this agreement. The parties agree to arrange a meeting during the above mentioned period to exchange proposed contract amendments. Failing agreement by January 31st, 2016 this agreement and all its terms shall continue in force until a new agreement is executed.

SCHEDULE "A"

Wing Plow premium

Increase premium by \$0.05 effective the 1st of the month following ratification.

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

5(i)

2012 04 16

Mayor Debbie Amaroso
and Members of City Council

BELLEVUE MARINA DOCK AND LAUNCH REPAIRS

PURPOSE

The purpose of this report is to seek City Council's approval to use funds from the Communities In Bloom Reserve account to fund needed repairs and upgrades to docks and the launch ramp at Bellevue Marina.

BACKGROUND

Bellevue Marina has been in operation since 1972. It is the City's only resident marina, providing 168 seasonal slips which are spread out over seven docks and contains the City's only public boat launch. The docks at the marina range in age from 25 to 35 years, and require significant annual maintenance. Due to their age, more substantial maintenance is required at times to ensure the integrity and safety of the docks.

ANALYSIS

The decking of some docks needs to be replaced due to deterioration of the wooden planks. The protective mesh under a number of the docks has deteriorated and this allows muskrats and other animals to nest inside the docks. These animals chew apart the foam floatation bats to use as nesting material. The foam bats and protective mesh need to be replaced to prevent the docks from sinking. These improvements to the docks are required to ensure public safety.

The public boat launch requires repairs to the south concrete pad on the south ramp. Also, the anchoring system for all the docks needs to be inspected and repaired as necessary. The in-water work needs to be done by a qualified dive team.

A local contractor has estimated the repairs to the docks, which includes all in-water diving operations, at \$18,000. These funds have been earmarked in Capital from Current for 2012 with the funds coming from the Communities In Bloom Reserve.

Bellevue Marina Repairs

2012 04 16

Page 2

IMPACT

The Reserve Account was originally created from excess funds in the Communities In Bloom program budget which was cancelled after 2010. The total in the Reserve Account is \$21,988.14.

STRATEGIC PLAN

This item is not related to the Strategic Plan.

RECOMMENDATION

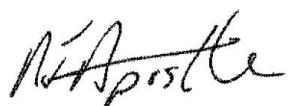
It is recommended that the report on the Bellevue Marina dock and launch ramp repairs be received, and that the recommendation to use \$18,000. from the Communities In Bloom Reserve to fund the repairs be approved.

Respectfully submitted,



Joseph J. Cain
Manager Recreation & Culture

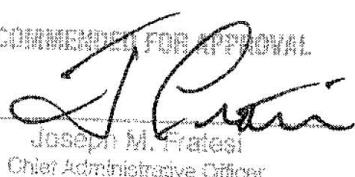
Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

jb/council/bellevue marina repairs april 16

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry Dolcetti, RPP
Commissioner

Carl Rumiel, P. Eng.
Design & Construction Engineer



Celebrate 100!
1912 - 2012

**Engineering & Planning
Department**

2012 04 16
Our File: Contract 2012-1E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2012-1E
RECONSTRUCTION OF JOHN STREET – PHASE 2
90M SOUTH OF BLOOR STREET TO ELM STREET**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2012-1E, the Reconstruction of John Street from 90m south of Bloor Street to Elm Street.

BACKGROUND

In 2011, the City began the reconstruction of John Street from Wellington Street West to Elm Street. This is the second phase and includes complete reconstruction between 90m south of Bloor Street to Elm Street.

Tenders received for Contract 2012-1E were opened at a public meeting Thursday, March 22, 2012 in the Thompson Room of the Civic Centre. Present at the opening was Councillor Lou Turco as well as City staff and contractor representatives.

The John Street project is somewhat larger than the other municipal projects Boyer Construction has undertaken to this point, but it is similar in complexity and scope.

The consultant has discussed concerns regarding scheduling with representatives of Boyer Construction who assured them that they can meet the project schedule and are prepared to commit sufficient resources to the project to ensure it is completed on time.

Provided strict schedule control is maintained, it is the consultant's opinion that Boyer is qualified and has the ability to successfully complete the assignment.

ANALYSIS

A total of five (5) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of \$3,563,068.54 (including HST) was received from 1531161 Ontario Inc. (o/a Boyer Construction). This is below the consultant's pre-tender estimate of \$3,957,368.48.

2012 04 16
Page 2

IMPACT

The total estimated cost to complete both the 2011 and 2012 phases of John Street is over the original budget of \$5,750,000 by approximately \$150,000 including non-recoverable HST and engineering. There are sufficient under runs on other projects to cover this potential over run.

STRATEGIC PLAN

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

RECOMMENDATION

We recommend Contract 2012-1E be awarded to 1531161 Ontario Inc. (o/a Boyer Construction).

By-law 2012-67 authorizing execution of the Contract and By-law 2012-68 authorizing a road closure of John Street (90m south of Bloor Street to Elm Street) from April 17, 2012 until October 31, 2012, have been placed on the Agenda for your consideration.

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. Pratesi
Chief Administrative Officer



GENIVAR

April 4, 2012

Mr. Carl Rumiel, P.Eng.
 City Engineering Department
 City of Sault Ste. Marie
 99 Foster Drive, Civic Centre
 Sault Ste. Marie, ON P6A 5N1

c.rumiel@cityssm.on.ca

Via Email and Hand Delivered

101-15895-00

Dear Mr. Rumiel

**RE: City Contract № 2011-1E
 John Street Reconstruction – Phase 2
 65 metres South of Bloor Street to Elm Street – TENDER REPORT**

We are pleased to provide our Tender Evaluation Report and recommendation for the tenders received for the Phase 2 reconstruction of John Street from 65 metres South of Bloor Street to Elm Street

Project Description

The work generally consists of the reconstruction of approximately 685 metres of John Street, from 65 metres south of Bloor Street to Elm Street, including storm and sanitary sewers, watermains and appurtenances.

Tendering of the Works

The call for tenders was advertised in the City Information Column of the Sault Daily Star on February 27, 2012. Copies of the contract documents were also made available for review at the Sault Ste. Marie and Sudbury Construction Associations.

Four Addenda were issued to the contract on March 15, March 20, and two on March 21, 2012 respectively.

Tenders closed at the Civic Centre on March 22, 2011 at 3:00 p.m. and were opened publicly by representatives of the City and GENIVAR Inc. at approximately 3:15 p.m. on the same day.

Tender Prices

Five tenders were received for the works. The tender prices, as read at the tender opening, were as follows:

Contractor	Total Tender Price (including HST)	Ranking
Pioneer Construction	\$3,838,412.22	4
R. M. Belanger Limited	\$4,030,146.03	5
Palmer Construction Group	\$3,579,255.45	2
Ellwood Robinson Limited	\$3,596,313.14	3
1531161 Ontario Inc. (o/a Boyer Construction)	\$3,563,068.54	1

The tenders were checked for arithmetic accuracy, and minor errors were noted in the tenders from R. M. Belanger Limited, and Palmer Construction Group. The table below lists the corrected tender prices. Note that the corrections did not change the ranking of the bids received.

Contractor	Corrected Total Tender Prices (including HST)	Ranking
1531161 Ontario Inc. (o/a Boyer Construction)	\$3,563,068.54	1
Palmer Construction Group	\$3,579,282.45	2
Ellwood Robinson Limited	\$3,596,313.14	3
Pioneer Construction	\$3,838,412.22	4
R. M. Belanger Limited	\$4,039,186.03	5

All of the tenders were submitted with the appropriate Tender Deposit cheques in the amount of \$200,000, Agreements to Bond, and other required documentation. The Tender Deposit cheques were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of \$200,000.

The Pre-Tender Estimate for the work was \$3,957,368.48 (including HST).

GENIVAR's Experience with the Low Bidder

GENIVAR Inc. is very familiar with Boyer Construction and has worked with them on several projects. They have also completed several projects for the City of Sault Ste. Marie in the last few years. On a couple of these projects, we understand that there were issues with the work extending beyond the specified Completion Date. However, their most recent City contract was completed on schedule.

The John Street project is somewhat larger than the other municipal projects Boyer Construction has undertaken to this point, but it is similar in complexity and scope.

We have discussed concerns regarding scheduling with representatives of Boyer Construction who assure us that they can meet the project schedule and are prepared to commit sufficient resources to the project to ensure it is completed on time.

Provided strict schedule control is maintained, it is our opinion that Boyer is qualified and has the ability to successfully complete the assignment.

Completion Date

The contract documents required that all work be Substantially Complete by October 14, 2012. Final paving and restoration must be completed by June 30, 2013.

Tender Validity

The contract documents stipulated that tenders be open for acceptance for a period of 60 days following the closing date, or until May 21, 2012.

Approvals

A Certificate of Approval from the Ministry of the Environment, under the Ontario Water Resources Act is required for sewer works on the project prior to commencing construction. An application for this approval has been made and we expect to receive the approval shortly.

5(j)

Page 3

April 4, 2012

101-15895-00

The waterworks portion of the contract is pre-approved under the PUC's Drinking Water Works Permit (DWWP) provided the applicable documentation is placed in the PUC's files. We are currently finalizing this documentation in consultation with PUC Services Inc.

Recommendation

GENIVAR Inc. recommends that the City award the tender to 1531161 Ontario Inc. operating as Boyer Construction for a Total Tender Price of \$3,563,068.54 (inclusive of HST), subject to receipt of a Certificate of Approval for the sewage works on the project from the Ministry of the Environment.

Tender Deposit Cheques

We recommend that the tender deposit cheques of 1531161 Ontario Inc. and Palmer Construction Group Inc., the two low bidders, be retained until such time as a contract has been executed between the City and 1531161 Ontario Inc. The remaining three deposit cheques from Pioneer, Ellwood Robinson and R. M. Belanger can be returned to the respective contractors.

Enclosed with this report, please find the original copies of the submitted Tenders, together with a completed Agreement for your use at Council. Contract Documents for execution are being finalized and will be forwarded to Boyer Construction once official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly
GENIVAR Inc.



Larry Jackson, P.Eng.
Manager, Sault Ste. Marie

Enc.

LJ:ljc

RECEIVED

APR 04 2012

ENGINEERING DEPARTMENT

Jerry Dolcetti, RPP
Commissioner

Carl Rumieli, P. Eng.
Design & Construction Engineer



**Engineering & Planning
Department**

2012 04 16
Our File: Contract 2012-2E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2012-2E
RECONSTRUCTION OF WHITE OAK DRIVE
NORTH STREET TO CARMEN'S WAY**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2012-2E, the Reconstruction of White Oak Drive from North Street to Carmen's Way.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, White Oak Drive is to be reconstructed this summer.

Tenders received for Contract 2012-2E were opened at a public meeting Thursday, March 29, 2012 in the Biggins Room of the Civic Centre. Present at the opening was Councillor Steve Butland as well as City staff and contractor representatives.

ANALYSIS

A total of five (5) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$2,947,191.76** (including HST) was received from Palmer Construction Group Inc. This is above the consultant's pre-tender estimate of \$2,861,181.47.

IMPACT

When recoverable HST and costs chargeable to the PUC are removed and an allowance for engineering is added, the City's estimated cost to complete this project is **\$2,600,000** which is well under the budget amount of **\$3,600,000**.

STRATEGIC PLAN

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

RECOMMENDATION

We recommend Contract 2012-2E be awarded to Palmer Construction Group Inc.

5(K)

2012 04 16
Page 2

By-law 2012-69 authorizing execution of the Contract and By-law 2012-70 authorizing a road closure of White Oak Drive (North Street to Carmen's Way) from April 17, 2012 until October 31, 2012, have been placed on the Agenda for your consideration.

Respectfully submitted,



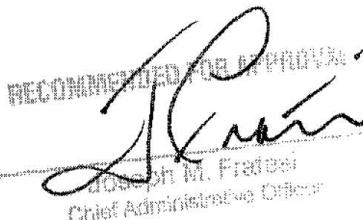
Carl Rumiell, P. Eng.
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

CR/al



RECOMMENDED FOR APPROVAL
Joseph M. Fradessi
Chief Administrative Officer

April 3, 2012
Ref. No. 1158.04

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

Attention: **Mr. Carl Rumiel, P.Eng.**
Design and Construction Engineer

Re: **Reconstruction of White Oak Drive**
City Contract 2012-2E

Dear Mr. Rumiel:

We have reviewed the tenders received at the Sault Ste. Marie Clerk's Office on March 29, 2012 for the above-noted Contract and present herein our Tender Report and Recommendations.

1.0 Introduction

The contract generally consists of supplying all materials, labour and equipment necessary for the reconstruction of White Oak Drive (North Street to Carmen's Way), a total length of approximately 700 metres of new road including new sanitary sewers, storm sewers and watermain.

The contract was publicly advertised in The Sault Star on Saturday, March 3, 2012. As per the tender ad, tender documents were made available to contractors who provided the required refundable deposit of \$50.00. There were a total of eight (8) plan takers. Documents were also provided to the Sault Ste. Marie Construction Association, Sudbury Construction Association and the PUC Services Inc.

During the tender period, various inquiries from plan takers were received regarding the technical specifications and drawings. A total of three (3) Addenda were issued to provide clarification on issues as they arose throughout the tender period.

2.0 Summary of Tenders

Five (5) bids were received at the City Clerk's office prior to the tender closing deadline of 3:00 p.m. on Thursday, March 29, 2012. The tenders were publicly opened at 3:15 p.m. on the same day in the Civic Centre's Biggins Room. At the time of the opening, the tender values were read publicly and were reviewed to ensure the submissions were in general compliance with the tender documents including the required tender deposit (ie. \$200,000.00 certified cheque) and an agreement to bond. All tender deposits were retained by the City for return to the bidders at a later date.

The following were the results in ascending order of Tender Value, including HST, as read at the public opening:

City of Sault Ste. Marie
Contract 2012-2E: Tender Report

Contractor	Total Tender Value
1. Palmer Construction Group Inc.	\$2,947,191.76
2. Avery Construction Ltd.	\$2,975,565.51
3. Ellwood Robinson Limited	\$2,986,818.71
4. R.M. Bélanger Limited	\$3,182,904.56
5. Pioneer Construction Inc.	\$3,307,402.29

The tender prices include an allowance of \$200,000.00 for contingencies (unforeseen extras). The Engineer's pre-tender estimate for this contract was \$2,861,181.47 including HST.

Following the tender opening, the submissions were brought to KEC's office for a detailed review including checking for any mathematical errors that would result in a change to the tender prices.

The original copies of each Tender Submission are enclosed with this Tender Report and a copy of the Engineer's estimate is attached in Appendix 1.

3.0 Tender Review

The tenders were reviewed in detail with respect to requirements set out in the Information for Tenderers and the requirements identified in the Form of Tender.

The following specific comments were noted from the review of the tenders:

1. All tenders submitted were properly executed with the bidder's signature and witnessed and/or sealed.
2. All tenders were checked for mathematical errors.
 - a) Two (2) minor errors were discovered in the Tender from Avery Construction Ltd. resulting in an adjustment to their bid of +\$59.17 (plus HST).
3. The Information to Tenderers indicated that all tenders were to include a \$200,000.00 bid deposit, in the form of a certified cheque. All bidders complied with the submission of a certified cheque in the specified amount.
4. The tender documents called for submission of Statements 'A' to 'D' which outline the tenderers' work experience, staff, available construction plant and proposed sub-contractors. All bidders complied.
5. A Statement of Canadian Content was also required to be completed and submitted with the bids, each Tenderer properly completed this Statement.
6. The tenderers were required to submit an Agreement to Bond certifying the Contractor can obtain the required Performance and Labour and Material Payment bonds. All tenderers complied.
7. All tenderers were required to acknowledge receipt of Addenda. All bidders acknowledged receipt of the three (3) addenda issued.

4.0 Discussion

From our review of the bids received for this contract, we note that all submissions were in compliance with the requirements outlined in the tender documents.

All bidders seem to have the necessary experience and background with similar projects as outlined on Statement 'A' provided with each tender. With respect to the low tenderer, Palmer Construction Group Inc., they have successfully completed numerous similar contracts in the past within the City of Sault Ste. Marie.

5.0 Recommendations

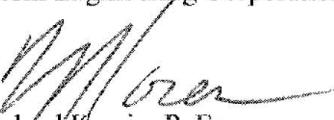
Based on our review of the tenders submitted and specifically the low tender submitted by Palmer Construction Group Inc., we believe the prices quoted are reasonable for the proposed work under Contract 2012-2E. Furthermore, based on our knowledge of their related experience, it is our opinion that Palmer Construction Group Inc. is capable of carrying out and completing the work under this contract. We recommend that the tender submitted by Palmer Construction Group Inc. in the amount of \$2,608,134.30 (excluding HST) be accepted for award.

Attached please find a Draft Form of Agreement for your review.

We further recommend that Tender Deposits received from Avery Construction Ltd. and Ellwood Robinson Limited be retained until a contract has been properly and fully executed by Palmer Construction Group Inc. All other deposits should be returned without undue delay.

Please call should you have any questions or require further elaboration/clarification regarding this Tender Report.

Yours very truly,
Kresin Engineering Corporation


Michael Kresin, P. Eng.
Consulting Engineer

Encl.
MK/ew
1158 Tender Report

RECEIVED

APR 04 2012

ENGINEERING DEPARTMENT

Jerry Dolcetti, RPP
Commissioner

Carl Rumiel, P. Eng.
Design & Construction Engineer



**Engineering & Planning
Department**

2012 04 16
Our File: Contract 2012-3E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2012-3E
RECONSTRUCTION OF QUEEN STREET EAST
PIM STREET TO SIMPSON STREET**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2012-3E, the Reconstruction of Queen Street East from Pim Street to Simpson Street.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, this section of Queen Street East is to be reconstructed this summer.

Tenders received for Contract 2012-3E were opened at a public meeting Thursday, April 5th, 2012 in the Korah Room of the Civic Centre. Present at the opening was Councillor Susan Myers as well as City staff and contractor representatives.

ANALYSIS

A total of four (4) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$3,859,684.06** (including HST) was received from R.M. Belanger. This is below the consultant's pre-tender estimate of \$4,091,202.

IMPACT

When recoverable HST and costs chargeable to the PUC are removed and an allowance for engineering is added, the City's estimated cost to complete this project is **\$3,300,000** which is under the budget amount of **\$3,350,000**.

STRATEGIC PLAN

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

RECOMMENDATION

We recommend Contract 2012-3E be awarded to R.M. Belanger Limited.

2012 04 16
Page 2

By-law 2012-71 authorizing execution of the Contract and By-law 2012-72 authorizing a road closure of Queen Street East (Pim Street to Simpson Street) from April 17, 2012 until October 31, 2012, have been placed on the Agenda for your consideration.

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. Pratesi
Chief Administrative Officer



AECOM

523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

April 9, 2012

Mr. C. Rumiel, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. Rumiel:

Project No: 60186138

Regarding: Reconstruction of Queen Street
Pim Street to Simpson Street
Contract No. 2012-3E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Thursday, April 5, 2012 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2012-3E – Reconstruction of Queen Street consists of the reconstruction of Queen Street from Pim Street to Simpson Street, approximately 520 metres of roadway. The reconstruction work generally includes removals, grading, geotextile, granular subbase and base, asphalt, curb and gutter, sidewalks, storm and sanitary sewers, watermains, street lighting, traffic signals, utilities and associated appurtenances. The contract excludes the placement of the final lift of asphalt and permanent pavement markings since this work will be done under a separate contract in 2014.

The tender advertisement was published in the Sault Star on Saturday, March 10, 2012 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association, Sudbury Construction Association, and the Consultant's office.

A total of ten (10) Contractors, Subcontractors and Suppliers picked up tender documents during the tender period following submission of the \$50.00 refundable deposit. Plan takers consisted of six (6) general contractors, three (3) subcontractors and one (1) supplier.

During the tender period, there were questions from plan takers on a few issues that were subsequently clarified by addendum. Two (2) addenda were issued by the Consultant to address issues/questions raised by the plan takers and to incorporate some final design related changes.

2.0 Summary of Tenders

Four (4) Contractors submitted sealed tenders for Contract No. 2012-3E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, April 5, 2012. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Susan Myers in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$200,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Prices, including HST, in ascending order of bid price:

1.	R.M. Belanger Limited	-	\$3,859,684.06
2.	Ellwood Robinson Limited	-	\$4,265,942.25
3.	Pioneer Construction	-	\$4,684,177.81
4.	Avery Construction	-	\$4,883,858.82

It should be noted that the Total Tender Price for each includes a contingency allowance of \$120,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$4,091,202 (incl. HST) which was compiled based on prices from previous 2011 City contracts and the final tender items and quantities established for the proposed works. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

2.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed and executed.
2. The tenders were checked for mathematical errors. All tenders were correctly calculated in computing the Total Tender Value.
3. The Instructions to Tenderers indicated that all tenders were to include a \$200,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.

4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tender also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.
7. The tenderers were to provide a completed Statement of Canadian Content. All tenderers submitted the required form.
8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No.'s 1 and 2.

4.0 Tender Estimate

The low tender amount of \$3,859,684.06 (incl. HST) is lower than the Engineer's tender estimate by \$231,517.94 (incl. HST) or approx. 6%.

The above costs includes work to be undertaken for the City (including roadwork, street lighting, traffic signals, storm sewers and sanitary sewers), work for PUC Services (incl. waterworks and electrical) along with some work for various Utilities including Ontera, Shaw and Bell. The total costs (excl. HST) for the City portion of the contract is \$2,805,934.49 which includes a contingency allowance of \$100,000 along with various provisional items.

5.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The required by-law be passed by Council as per the attached Form of Agreement for execution of the related construction contract; and
2. AECOM be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.



We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.

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

Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm
Encl.

5(m)

NJALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

Celebrate 100!
1912 - 2012

File No. EN

2012 04 16

Mayor Debbie Amaroso and
Members of City Council

RE: STANDARD ENCROACHMENT AGREEMENT

PURPOSE

The purpose of this report is to recommend to Council an updated standardized Encroachment Agreement to be used for all future encroachment agreements required by the City.

BACKGROUND

The previous standard Encroachment Agreement was authorized by Council on March 18, 1985. A review of that Agreement was made recently and some changes were felt necessary in order to bring the agreement up to date.

ANALYSIS (if applicable)

Not applicable.

IMPACT

The new format updates the Encroachment Agreement to be registered on title. Specifically, the new format clearly describes the encroachment at issue, requires the owner of the encroachment ("Owner") to pay any charges that may be levied by the City with respect to the encroachment and requires the Owner to

-more-

5(m)

2012 04 16

Page 2

place insurance on the said encroachment in the joint names of the Owner and the City to address any liability issues that may result from the encroachment. The new format also adds provisions to clarify that the Owner does not acquire any ownership interest in the City's lands impacted by the encroachment, nor is the Owner granted exclusive use of the encroachment or the City's lands impacted by the encroachment.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is recommended that By-law 85-29 be repealed and replaced with By-law 2012-66. By-law 2012-66 is located elsewhere on the Agenda tonight.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

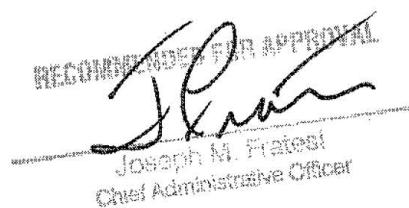
Recommended for approval,



Nuala Kenny
City Solicitor

da

LEGAL\STAFF\COUNCIL REPORTS\2012\ENCROACHMENT AGREEMENT STANDARD APR 16 12 2012-66.DOC



RECOMMENDED FOR APPROVAL
Joseph M. Pratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. LE-11

2012 04 16

Mayor Debbie Amaroso and
Members of City Council

RE: LICENCE BETWEEN THE CITY AND ALGOMA SAILING CLUB INC.

PURPOSE

The purpose of this report is to seek Council's approval for a new Licence agreement between the City and the Algoma Sailing Club Inc.

BACKGROUND

The previous agreement between The Corporation of the City of Sault Ste. Marie and Algoma Sailing Club expires on September 30, 2012. The Algoma Sailing Club Inc. is applying for Trillium funding and have been advised that in order to be considered for funding they require an agreement that is in place for more than five years.

IMPACT

There is no significant financial impact with this licence as the rent is nominal and property taxes are paid by the Algoma Sailing Club Inc. as part of the licence agreement.

STRATEGIC PLAN

Not Applicable

-more-

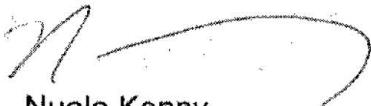
2012 04 16

Page 2

RECOMMENDATION

By-law 2012-64 which appears elsewhere on the agenda authorizes a new Licence agreement between The Corporation of the City of Sault Ste. Marie and the Algoma Sailing Club Inc. and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da

RECOMMENDED FOR APPROVAL


Joseph M. Plateau
Chief Administrative Officer

LEGALISTAFF\COUNCIL REPORTS\2012\ALGOMA SAILING CLUB INC Licence LE-11 APR 16 12.DOC

March 28, 2012

To: Greg Punch, President and Chair
Board of Directors
Sault Ste. Marie Economic Development Corporation

From: Tom Dodds, CEO
Sault Ste. Marie Economic Development Corporation

Re: EDF Request – \$10,000 Sault Community Entrepreneur Network Exchange (SCENE) Proposal

Please find enclosed:

- Sault Community Entrepreneur Network Exchange (SCENE) Proposal;
- A \$10,000 EDF funding request from SSMEDC to develop the SCENE – Entrepreneurs Network initiative.

Based on a review of EDF fund criteria and project proposal I have determined the following:

- Pursuant to section 1.0, The project adequately addresses the key performance targets and fully complies with the specific "economic development projects" target;
- Under Section 1.3 EDF Criteria specifically states that EDF funds should support initiatives that would result in "Economic Development Projects (enhanced promotion, marketing, research, and strategy development) that are consistent with Destiny SSM strategic priorities or that support the creation of new economic engines for Sault Ste. Marie." The Entrepreneur Network is identified as a Strategic Priority Project in both the Sault Ste. Marie Economic Development Corporation's 2010-2013 Strategic Plan and updated 2012-2014 Strategic Plan. I have briefed the Destiny SSM Committee at their most recent meeting and they had no difficulty with this initiative.
- The EDF criterion goes on to state that a request should support an Economic Development Project by providing "enhanced promotion and marketing". This SSMEDC Strategic Priority Project is specifically requesting \$10,000 (one-time only) in enhanced promotion and marketing to properly launch The Sault Community Entrepreneurs Network Exchange (The SCENE) initiative.
 - Net Job Creation - The reality is that The Sault Community Entrepreneur Network Exchange (The SCENE) will certainly not have a negative impact on the net job creation in the Sault. With a minimal investment of only \$10,000 (one-time only), if this Entrepreneur Network results in just 1 net job for the Sault, The SCENE will have positive impact.
 - Increase Tax Assessment - Similarly, the reality is that The Sault Community Entrepreneur Network Exchange (The SCENE) will certainly not have a negative impact on tax assessment in the Sault. With a minimal investment of only \$10,000 (one-time only), if this Entrepreneur Network results in a minimal increase in tax assessment, The SCENE will have positive impact.
 - Also, as envisioned it is important to note that that The Sault Community Entrepreneur Network Exchange (The SCENE) would benefit the following within the community:

- Young Entrepreneurs;
 - Newcomer Entrepreneurs;
 - Entrepreneurs returning to the workforce post-retirement;
 - Women Entrepreneurs;
- As outlined in section 2.0 of the EDF criteria this financial contribution will provide funding for this project designed to lead to the creation and protection of jobs and the tax base through small business development and :
 - By promoting an economic diversification strategy
 - not unfairly competing with other local enterprises
 - providing funding necessary for the project to proceed
 - supporting strategic community initiatives that create the environment for business development (e.g. it the structure development, educational/economic opportunities, sector strategy development, innovation and support for new cluster development)

With regard to EDF criterion "that support the creation of new economic engines for Sault Ste. Marie" and as noted in the report accompanying this EDF request, there are all kinds of positive statistics supporting the economic significance of small business entrepreneurship. For example, according to Industry Canada there was an average of over 100,000 small business start-ups annually during the majority of the past decade. However, there is a critical need to provide tools to improve the success rates of these start-ups as many, many fail in their first few years.

One such tool is the proposed Sault Community Entrepreneur Network Exchange (the SCENE) that for minimal cost will provide a long-term, sustainable Entrepreneur Network for Sault Ste. Marie. This Entrepreneur Network will be inherently supportive in nature and provide the opportunity for members of the network to support each other with the basic theme of helping them to help themselves. It will be the interactions between the entrepreneurs and how they support one another that will be fundamental to the success of this initiative.

In Section 2.1 regarding "Supporting strategic community initiatives that support the environment for business development" it should be noted that given the difficulties being experienced in the global economy over the last three to four years, some jurisdictions in the North American economy have put a greater emphasis on the development of a strong small business sector to sustain communities. This Entrepreneur Network is precisely this kind of supportive initiative.

- Under section 3.0 of the EDF criteria, the SSMEDC is an eligible applicant and have completed the application (section 4.0) to the satisfaction of SSMEDC CEO.
- Pursuant to section 5.0 "Process for Evaluating Proposals", SSMEDC staff are referring this document and attachments to City staff for review and comment.
- Pursuant to section 6.0 "Accountability, Monitoring and Reporting of Results" the SSMEDC will recognize the city's contribution in projects and marketing materials where appropriate, including the city logo. The SSMEDC will also make available to the city the results realized by the Sault Community Entrepreneur Network Exchange (The SCENE).

I am recommending support this project for approval by the Board of Directors.

EDF Application: The Sault Community Entrepreneur Network Exchange (The SCENE)**1. Applicant Information**

- 1.1. Applicant Name: Business Sault Ste. Marie, a division of the Sault Ste. Marie Economic Development Corporation
- 1.2. Names of Officers, Directors and Principals: EDC Board of Directors
- 1.3. History of Organization: Business Sault Ste. Marie provides services to all businesses from Micro and Small sized businesses to Large industry.
- 1.4. Organization Mandate: The Economic Development Corporation is a not-for-profit corporation
- 1.5. Key contact for initiative: Zoltan Virag and Terri Chiarello, Lead Contacts, Business Sault Ste. Marie
- 1.6. Contributing Partners: n/a
- 1.7. References: n/a

2. Project Information

- 2.1. Project Description: The Sault Ste. Marie Economic Development Corporation (SSMEDC) in both their 2010-2013 Strategic Plan and their updated 2012-2014 Strategic Plan have identified an Entrepreneur Network as a strategic priority project for SSMEDC. The proposed Sault Community Entrepreneur Network Exchange (the SCENE) will provide a long-term, sustainable entrepreneur network for Sault Ste. Marie.

This Entrepreneur Network will be inherently supportive in nature and provide the opportunity for members of the network to support each other with the basic theme of helping them to help themselves. It will be the interactions between the entrepreneurs and how they support one another that will be fundamental to the success of this initiative.

The Sault Community Entrepreneur Network Exchange (The SCENE) will be THE premier networking group for entrepreneurs of all ages in the Sault Ste. Marie and surrounding area. A catalyst for building wealth among entrepreneurs within the city, the network will operate with the goal of providing forum for local entrepreneurs to collectively learn, develop and nurture socio-economic wealth generating ideas.

Currently within Sault Ste. Marie there is no single dedicated networking group designed to provide entrepreneurs from all walks of life a platform to share ideas, knowledge and experience in an educational manner. Most entrepreneur groups work in small cliques and usually lack the complete complement of business skills and resources to increase the chances for long-term success.

The SCENE will serve as an excellent sounding board and resource for local entrepreneurs, who will be able to take their entrepreneurial spirit to an open and welcoming platform. The ability to offer a practical forum to enhance their business knowledge, skills and experience will build well-rounded entrepreneurs entering the business world within our community.

As an integral part of the ongoing economic development of the community The SCENE will work closely with other community partners to help launch new business ideas.

2.2. Objectives: The Sault Community Entrepreneur Network Exchange will be the premiere platform for all entrepreneurs to grow and develop their entrepreneurial ideas in Sault Ste. Marie and the surrounding area.

2.3. Performance Target: By September 2012, Business SSM plans to have completed all necessary requirements to launch the SCENE. The official launch will coincide with the Bridges to Better Business event, which is anticipated to be held in October 2012 during Small Business Week

2.4. Impacts and Limitations of this Project: Low success rates of new firms can be attributed to the lack of experiential knowledge and skill sets of novice entrepreneurs, while veteran entrepreneurs enjoy success by reflecting upon past experiences and extracting valuable knowledge from outcomes and lessons consequently learned. By pairing ongoing personal experience with theoretical and experiential instruction from veterans, the possibility exists for novice entrepreneurs to more efficiently gain the critical knowledge and skills to succeed.

2.5. Methodology and Timing:

- March 2011 – Survey administered electronically to receive public input and opinions regarding the development of a local entrepreneur network
- June 2011 – Focus group conducted based on the results obtained from the survey to further expand on particular areas of interest pertaining to the planning phase for the entrepreneur network
- September 2011-December 2011- market research conducted and compiled
- January 2012-March 2012-development of the business plan
- April 2012-application to the EDF for financial support

3. Costs and Financing

3.1. Detailed Project Costs: \$10,000 in one-time only project costs is needed to properly launch the Sault Community Entrepreneur Networking Exchange. Project costs would include: logo design (\$1,000); online banner advertising (\$3,000); promotional merchandise (\$3,000); radio advertising (\$3,000). Please note that these one-time only project costs of \$10,000 do not include the costs of Business SSM staff time to administer the SCENE on an ongoing sustainable basis and execute the launch itself. In addition, SSMEDC will contribute communications assistance to the SCENE as necessary and separate webpage from the SSMEDC website will be dedicated to The SCENE.

3.2. **Financing arrangements and partners:** It is proposed that \$10,000 (one-time only) toward the SCENE will be provided by Economic Diversification Fund with the remaining costs borne by SSMEDC through Business SSM.

3.3. **In-kind contributions:** As previously noted, Business SSM will make available staff time and resources to administer the SCENE program on an ongoing sustainable basis and execute the proposed launch of the SCENE. Furthermore, SSMEDC will contribute a separate webpage from the SSMEDC website dedicated to the SCENE.

3.4. **Balance, Financial Statements, Cash Flow projections:** One-time only start-up costs for the SCENE are entirely dedicated to marketing and branding. Operational costs will be absorbed by Business Sault Ste. Marie, with staff members administrating delivery. Since there will be no membership fees implemented at this time, there will be no cash inflows.

Funding for the SCENE will be allocated in the following ways:

- Logo design will be completed in the first month
- Online banner advertising will commence in month two, and continue on a quarterly basis
- Promotional inventory will be purchased entirely in month two, so as to keep stock readily available for distribution

Radio advertising will commence in month 4 and continue on a quarterly basis. Radio and online advertising will be conducted in separate months so as to offset one another. The figure below demonstrates the projected allocations of the aforementioned items.

The SCENE
Cash Flow Projection
Year 1

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year End
Beginning Cash Balance	9,000	5,000	5,000	4,000	4,000	3,000	3,000	2,000	2,000	2,000	1,000	1,000	
Economic Diversification Fund	10,000												10,000
Total Cash Inflows	10,000	9,000	5,000	5,000	4,000	4,000	3,000	3,000	2,000	2,000	1,000	1,000	10,000
 Available Cash Balance	 10,000	 9,000	 5,000	 5,000	 4,000	 4,000	 3,000	 3,000	 2,000	 2,000	 1,000	 1,000	 10,000
 Marketing Expenses	 	 	 	 	 	 	 	 	 	 	 	 	
Logo Design	1,000												1,000
Online Banner Advertising		1,000				1,000				1,000			3,000
Promotional Inventory		3,000											3,000
Radio Advertising			1,000				1,000				1,000		3,000
Total Expenses	1,000	4,000	-	1,000	-	1,000	-	1,000	-	1,000	-	1,000	10,000
 Ending Cash Balance	 9,000	 5,000	 5,000	 4,000	 4,000	 3,000	 3,000	 2,000	 2,000	 1,000	 1,000	 -	 -

6(8)(a)

Demonstrated Need for assistance and supporting documentation:

4. Economic Benefits

- 4.1. Description on how the project promotes Economic growth and diversification: The need for an entrepreneur network such as The SCENE becomes more evident when exploring the correlation between the number of Business Sault Ste. Marie client inquiries and consultations through the Enterprise Services to the actual number of new businesses started each year. Many entrepreneurs inquire about new business start-up information and assistance programs yet very few move on to the development stages as consultations. During the consultation stage entrepreneurs receive advisement on business plan development, marketing, finance or possible referrals to other professional services. From the entrepreneurs' perspective these free services are very valuable; however, little is offered for hands-on assistance in developing their business from idea to written document.

To investigate, Business Sault Ste. Marie business advisors inquired directly with their entrepreneur clients and the feedback provided was very similar. When asked about the difficulties of moving their ideas from idea to implementation, they usually did not possess all skills necessary to see the project through to the end. Many of these individuals have the skill set pertaining to the delivery of their business service; however they lack administration skills. When referred to independent consultants many entrepreneurs found it too costly for their budgets to pay large sums of money for professional assistance in the developmental stages of business start-up.

To investigate this further the Business Sault Ste. Marie staff performed more research into the possible development of the SCENE. Research yielded positive results and demonstrated community support and demand for such a network. For specific survey results, please refer to the SCENE business plan.

- 4.2. Projected job creation: Although there will be no direct job creation on behalf of SSMEDC, indirect jobs will be created through the creation of new businesses and/or expansion of existing businesses as a result of participation in programming offered by The SCENE.
- 4.3. Potential for Tax Assessment increase: This project does not have a direct impact on the tax base in the feasibility stage, however the potential further development of an entrepreneurial networking group could have a long-term positive effect based on businesses created and/or expanded as a result of the program.
- 4.4. Other economic and community benefits: The development of The SCENE could give way to numerous benefits, including job creation, area revitalization potential, business creation, wealth generation, and community economic development opportunities.

5. Community Benefits

- 5.1. How the project complements other local initiatives: Group members will be encouraged to take advantage of services offered by our community partners in order to further develop business skills and ideas. The business models of Business Sault Ste. Marie Enterprise Services and

Gangplank complement the mission, vision and objectives upon which The SCENE is based. For more information about the aforementioned initiatives, please refer to The SCENE business plan.

5.2. Impact on the community as a whole: A project such as this has the potential to have a positive impact on the community as a whole, providing renewed enthusiasm and optimism for business development. More importantly, the long-term vigour of the local small business sector has the potential to flourish with the implementation of a local networking group dedicated to furthering the development of small business entrepreneurs and their respective ideas and initiatives.

6(8)(a)

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Director's Meeting

Monday, April 2, 2012
Biggins Room
11:30 am

AGENDA ITEM 5.3

Moved by: Geoff Meakin

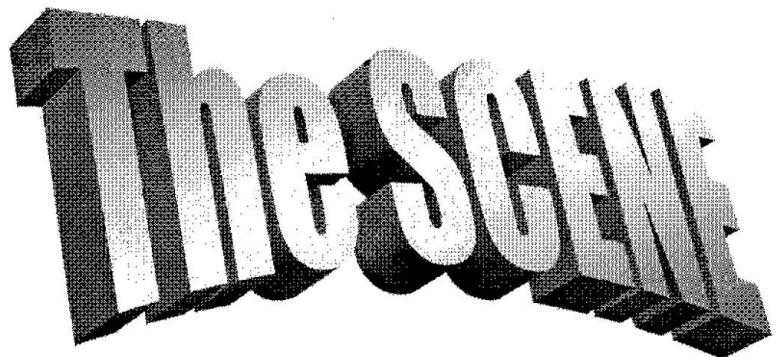
Seconded by: Rob Reid

Resolved to accept the CEO's Report dated March 28, 2012, and EDF application concerning the Sault Community Entrepreneur Network Exchange (SCENE) Proposal and furthermore;

Be it approved to accept the CEO's recommendation that this proposal is to be submitted to City Council for funding approval in the amount of \$10,000 through the Economic Development Fund. CARRIED.

6(8)(a)

The Sault Community Entrepreneur Network Exchange



**A Sault Ste. Marie Economic Development Corporation
Strategic Priority Project**

March 26, 2012

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

Table of Contents

Introduction	3
Business Concept	3
<i>Mission</i>	4
<i>Vision Statement</i>	4
<i>Plan Objective</i>	4
<i>Area of Operations</i>	4
<i>Key Services</i>	5
Industry & Market	6
<i>Industry</i>	6
<i>Local Market</i>	11
<i>Primary Research Survey</i>	11
Products & Services	13
<i>Networking Opportunities</i>	13
<i>Business Skills Development</i>	13
<i>Business Sault Ste. Marie Enterprise Services</i>	13
<i>Gangplank</i>	14
<i>Seminar and Workshop Facilitation and Development</i>	15
Marketing Plan	16
<i>Logo Design</i>	16
<i>Information Session—Bridges to Better Business</i>	16
<i>Webpage</i>	16
<i>Radio Advertising Campaign</i>	17
<i>Online Banner Advertising</i>	17
<i>Social Media</i>	18
<i>Press Releases</i>	18
<i>Promotional Merchandise</i>	19
Operational Plan	20
<i>Membership Agreement</i>	20
<i>Administration</i>	20
Management & Organization.....	21
Financial Plan.....	22
References.....	24
Appendices	25

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

INTRODUCTION

The Sault Ste. Marie Economic Development Corporation (SSMEDC) in both their 2010-2013 Strategic Plan and their updated 2012-2014 Strategic Plan have identified an Entrepreneur Network as a strategic priority project for SSMEDC.

The proposed Sault Community Entrepreneur Network Exchange (the SCENE) will provide a long-term, sustainable entrepreneur network for Sault Ste. Marie. This Entrepreneur Network will be inherently supportive in nature and provide the opportunity for members of the network to support each other with the basic theme of helping them to help themselves. It will be the interactions between the entrepreneurs and how they support one another that will be fundamental to the success of this initiative.

BUSINESS CONCEPT

The Sault Community Entrepreneur Network Exchange (SCENE) will be THE premier networking group for entrepreneurs of all ages in the Sault Ste. Marie. A catalyst for building wealth among entrepreneurs within the city, the network will operate with the goal of providing a forum for local entrepreneurs to collectively learn, develop and nurture socio-economic wealth generating ideas.

Currently within Sault Ste. Marie there is no single dedicated networking group designed to provide entrepreneurs from all walks of life a platform to share ideas, knowledge and experience in an educational manner. Most entrepreneur groups work in small cliques and usually lack the complete complement of business skills and resources to increase the chances for long-term success. The SCENE will be integral to the development of entrepreneurial ideas from a grass roots level in the community. The SCENE is meant to operate organically, with Business Sault Ste. Marie staff taking on a supportive role. Entrepreneurs will be able to present business ideas to the group and network members can donate their time and/or expertise to developing these ideas further. SCENE members can also lead the group through information seminars; passing on valuable knowledge and improving the overall business knowledge strength of the entrepreneurial group.

The SCENE will serve as an excellent sounding board and resource for local entrepreneurs, who will be able to take their entrepreneurial spirit to an open and welcoming platform. The ability to offer a practical forum to enhance their business knowledge, skills and experience will build well-rounded entrepreneurs entering the business world within our community.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

As an integral part of the ongoing economic development of the community the SCENE will work closely with other community partners to help launch new business ideas.

Mission

The **Sault Community Entrepreneur Network Exchange (SCENE)** will strive to help all entrepreneurs thrive and grow through an open and inclusive platform thereby increasing entrepreneurial education, reducing social and economic barriers and providing support to overall entrepreneurship.

Vision Statement

The Sault Community Entrepreneur Network Exchange will be the premiere platform for all entrepreneurs to grow and develop their entrepreneurial ideas in Sault Ste. Marie. Working together as a collective group, members will be able contribute their individual business knowledge to strengthen and galvanize the groups entrepreneurial outcomes.

Plan Objective

The objective of this plan is to identify and lay out an operating plan for the long term viability of the **Sault Community Entrepreneur Network Exchange (SCENE)**. While the SCENE will be internally self-sustaining by utilizing current and future social networking tools, this plan is also being developed to seek \$10,000 from the Sault Ste. Marie Economic Diversification Fund for financial support for initial brand marketing and program start-up costs.

Area of Operations

The SCENE will have a mandated area of delivery encompassing Sault Ste. Marie; however, the operating model is designed with the flexibility to be duplicated in any community within the Enterprise Services regional service area.

Site locations for gatherings can and will vary depending on membership choice. Having synergies with several community partners, the SCENE's services would be best complemented by hosting group sessions at our partner locations. Such locations could be, but are not limited to:

- Gangplank

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

- Business Sault Ste. Marie Enterprise Services

Key Services

The primary function of the SCENE will be to assist individuals in their entrepreneurial pursuits through an online information based system and informal gatherings. Meetings will be held every two months and more frequent gatherings will be planned and coordinated as membership grows. Through the SCENE webpage, members will be polled for possible topics to cover during meetings and each event will have an agenda to help facilitate the subject matter covered. Suggested themes will be based on the SCENE mission of increasing entrepreneurial education, reducing social and economic barriers and providing information on support programs for entrepreneurs.

INDUSTRY & MARKET

Industry

According to Industry Canada's *Key Small Business Statistics*, approximately 2.67 million individuals are self-employed, which stands for roughly 15 percent of all employed Canadians (2011, p. 30). Declaring 2011 the Year of the Entrepreneur, Canadian Prime Minister Stephen Harper showed his support and appreciation for those individuals who have personally pursued business ventures, stating that "Canada's entrepreneurs are the backbone of our economy, creating jobs and driving economic growth in communities large and small across our country" (*Statement by the Prime Minister*, 2011, ¶ 2).

When the word 'entrepreneur' surfaces, more often than not, individuals such as Steve Jobs, Donald Trump or Oprah Winfrey are automatically called to mind. The reality is, however, that it is not the owners of Fortune 500 companies that create the most employment opportunities; it is those individuals behind the scenes of small businesses that make the most significant contributions to the Canadian job market, employing just over 5.1 million people, representing 48 percent of the total private sector labour force (*Key Small Business Statistics*, p. 18). The term 'small business' refers to enterprises containing fewer than 100 employees, or fewer than 50 employees for service-producing firms; firms with fewer than five employees are defined as micro-enterprises (*Key Small Business Statistics*, p. 5).

As is demonstrated in Figure 1 below; with approximately 1,138,761 employer businesses throughout the nation, 98 percent are considered small businesses, out of which 54.6 percent represent micro-enterprises (*Key Small Business Statistics*, p. 10). More specifically, Ontario's businesses occupy nearly 35 percent of all Canadian businesses, with small businesses occupying 97.7 percent of the provincial total, out of which 55.3 percent signify micro-enterprises (*Key Small Business Statistics*, p. 10).

**Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project**

Figure 1

Provinces/ Territories	Total	Employed Businesses Percent of Total									
		1-4	5-9	10-19	20-49	50-99	Small (<100)	100-199	200-499	Medium (100-499)	
Newfoundland and Labrador	17,867	54.3	23.7	12.1	7.3	1.9	98.0	0.9	0.5	1.4	0.2
Prince Edward Island	6,168	50.2	24.0	13.5	8.2	2.5	98.4	1.0	0.4	1.4	0.2
Nova Scotia	31,688	54.0	21.2	12.0	8.1	2.4	98.0	1.2	0.5	1.8	0.2
New Brunswick	26,717	54.1	21.2	12.6	7.9	2.4	98.2	1.1	0.6	1.6	0.2
Quebec	247,435	50.8	22.6	13.2	8.9	2.8	98.7	1.1	0.5	1.7	0.2
Ontario	336,558	55.3	19.5	12.0	8.2	2.7	97.7	1.3	0.7	2.0	0.3
Manitoba	37,112	49.9	21.7	13.6	9.3	3.0	97.7	1.3	0.7	1.9	0.3
Saskatchewan	39,770	54.9	21.0	12.7	7.8	2.2	98.5	0.9	0.6	1.3	0.2
Alberta	155,320	58.8	18.7	11.5	7.3	2.4	98.2	1.1	0.5	1.6	0.2
British Columbia	175,913	56.5	20.2	12.1	7.5	2.3	98.4	1.0	0.4	1.4	0.2
Yukon Territory	1,651	60.1	23.8	13.3	8.5	2.1	97.9	1.2	0.7	2.0	0.1
Northwest Territories	1,625	34.0	23.7	26.2	14.6	4.6	97.0	1.9	0.5	2.8	0.2
Nunavut	617	24.0	22.6	21.9	19.1	8.4	95.9	3.2	0.3	3.7	0.3
Canada Total	4,139,761	54.6	20.1	12.0	8.1	2.6	98.0	1.2	0.6	1.7	0.2

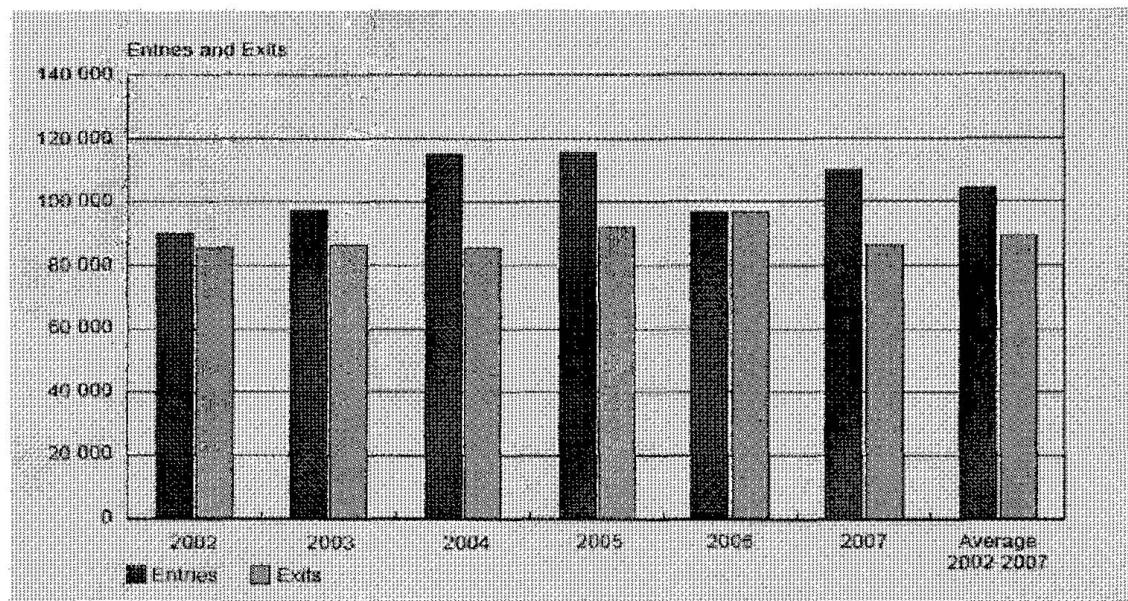
Source: Industry Canada, *Key Small Business Statistics*, 2011, p. 10.

With all of the positive statistics supporting the economic significance of small business entrepreneurship, it is critical to question the success rates of these enterprises; due to their considerable impact on the economy, sustainability and stability are crucial.

Examination of Figure 2, will demonstrated that although there was an average of 104,000 small business start-ups each year between 2002 and 2007, the number of terminations between 2002 and 2004 stood at 86 000 annually, increasing to 190 000 between 2005 and 2006 and 86 000 in 2007 alone, thus leaving the net entries over six years at 15 000 annually (*Key Small Business Statistics*, 2011, p. 12).

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

Figure 2

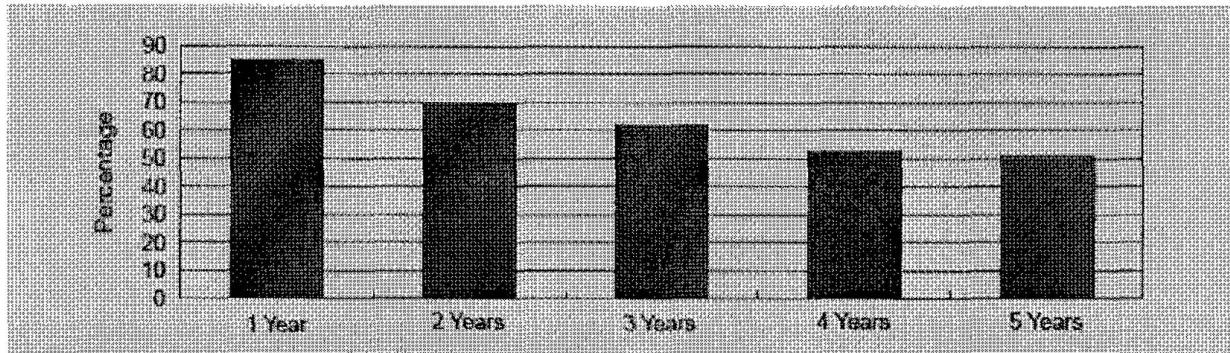


Source: Industry Canada, *Key Small Business Statistics*, 2011, p. 13.

Observation of the above statistics reveals that the survival rate of small businesses is called into question.

Figure 3 will illustrate that between 2001 and 2006, a mere 51 percent of businesses started were able to reach the five year milestone (*Key Small Business Statistics*, 2011, p. 14).

Figure 3



Source: Industry Canada, *Key Small Business Statistics*, 2001, p. 15

Industry Canada specifies that the success rates of small businesses are usually attributed to productivity, resourcefulness, innovation and their adaptability to changing market conditions (*Key Small Business Statistics*, 2011, p. 14). With so many start-ups being unsuccessful, one could choose to

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

examine possible justifications such as competition, market trends and economic conditions; however, if entrepreneurs are applauded for the achievements of successful enterprises, they should also be examined as a possible reason for the failure of firms. A realistic possibility exists in the notion that the key to success could lie in an individual's characteristics, behaviours, motivations, knowledge and skills.

Success Chart:



Motivations of innovation, creativity and personal, social, community and economic development have been distinguished as entrepreneurial incentives; knowledge and skill sets apprehended experientially have been linked to higher success rates of enterprises started. If an individual does not possess any of the aforementioned characteristics, how does it negatively impact success?

Politis (2008) confirms the low success rate of businesses started by novice entrepreneurs and attributes such reality to difficulties experienced with finances and marketing, explaining that the two areas "seem consequently to be common reasons for high failure rates among new ventures and the average first-time entrepreneur seems to be ill equipped to handle the traditional obstacles and uncertainties related to setting up a new venture" (p. 48,49).

With regard to Johnstone and Lionais' (2004) previously discussed notion that familiarity with a community helps to construct a valuable social network that will produce relationships of trust between the entrepreneur and community members, resulting in a broad base of support for the venture undertaken (p. 228), Politis (2008) further confirms that without such knowledge,

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

potential customers have for example little basis for trusting newcomers without a sufficient track record because of their short operating histories, and buyers can hence be hesitant to place orders. The shortfall in cash flow can moreover reduce the ability of the new firm to adequately respond to outside problems and threats (p. 48).

Therefore, business success rates are negatively impacted when the proprietor is lacking knowledge, skills and experience. How though, do veteran entrepreneurs transform their experiences into knowledge in order to achieve success?

Politis (2008) suggests that entrepreneurs utilize experience by either exploiting or exploring its outcomes:

In the first case, entrepreneurs may choose actions that replicate or are closely related to the ones they have already taken, thereby exploiting their pre-existing knowledge. In the second case, entrepreneurs can choose new actions that are distinct from the ones that they have already taken (p. 51).

Thus, past experiences are reflected upon and applied to current affairs in order to recreate past successes and avoid past failures. "This line of reasoning consequently implies that past success primarily stimulates entrepreneurs to focus their attention and activity on what has been working well in the past" (Politis, 2008, p. 52).

If it is possible for entrepreneurs to learn from their successes and failures, could not the experiential knowledge gained by veterans be transferred to novices through various training mechanisms? Politis (2008) maintains that "the cognitive properties of an individual, i.e. the ability to combine existing concepts and information into new ideas, can be argued to play a central role in the process of entrepreneurial learning" (p. 48). The combination of various learning mechanisms can be beneficial, as Politis (2008) explains that "A diverse background may in this respect stimulate creativity by associating to more linkages, which in turn provides a more robust basis for learning and development in new and uncertain situations" (p. 49). Although formal training is advantageous in certain areas, it is important to note that in other areas, the value of experiential learning is superior. For example, Politis (2008) discusses how financial and marketing issues are among the main reasons for the failure of new firms (p. 48); formal training in such areas would indefinitely benefit a novice by affording them the opportunity to learn how to analyze their financial statements or how to properly identify their target market and build an effective marketing plan. However, "even if some of the information and knowledge can be learned through education, much of the necessary information about

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

exploiting opportunities and in coping with the liabilities of newness can only be learned by doing" (Politis, 2008, p. 49).

Thus, the low success rates of new firms can be attributed to the lack of experiential knowledge and skill sets of novice proprietors, while veteran entrepreneurs enjoy success by reflecting upon past experiences and extracting valuable knowledge from outcomes and lessons consequently learned. By pairing ongoing personal experience with theoretical and experiential instruction from veterans, the possibility exists for novices to more efficiently gain the critical knowledge and skills to succeed.

Local Market

The need for an entrepreneur network such as the SCENE becomes more evident when exploring the correlation between the number of Business Sault Ste. Marie client inquiries and consultations through the Enterprise Services to the actual number of new businesses started each year. Many entrepreneurs inquire about new business start-up information and assistance programs yet very few move on to the development stages as consultations. During the consultation stage entrepreneurs receive advisement on business plan development, marketing, finance or possible referrals to other professional services. From the entrepreneurs' perspective these free services are very valuable; however, little is offered for hands-on assistance in developing their business from idea to written document.

To investigate, Business Sault Ste. Marie business advisors inquired directly with their entrepreneur clients and the feedback provided was very similar. When asked about the difficulties of moving their ideas from idea to implementation, they usually did not possess all skills necessary to see the project through to the end. Many of these individuals have the skill set pertaining to the delivery of their business service; however they lack administration skills. When referred to independent consultants many entrepreneurs found it too costly for their budgets to pay large sums of money for professional assistance in the developmental stages of business start-up.

To investigate this further the Business Sault Ste. Marie staff performed more research into the possible development of the SCENE.

Primary Research Survey

A comprehensive survey was developed using Survey Monkey; it was openly available to the public via the Enterprise Centre Sault Ste. Marie website and distributed electronically to the Sault Ste. Marie Economic Development Corporation Business Directory (see Appendix 1 for survey questions). Based on survey analysis, the results were as follows:

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

- 44% of respondents identified that they would be willing to pay \$10-\$20 for an annual membership to the Entrepreneur network
- When asked if youth should be sanctioned to a separate group, 54.1% were against the idea.
- 91.8% responded in favour of creating a website to accompany the Entrepreneur Network
- 46.4% replied that the Network should meet every 2 months
- 58.5% of respondents replied that they would be willing to facilitate a discussion group during one of the Entrepreneur Network meetings

Therefore, from the feedback provided, it was determined that there is community interest in joining such a network, if it were to be created. Responses also indicated that while it is favourable to implement an annual membership fee, it is unfavourable to create a separate group for youth entrepreneurs

Focus Group

Subsequent to the survey, respondents were invited to attend a focus group research session to provide further, more in-depth feedback on the preliminary results obtained (see Appendix 2 for focus group questions). From this session, the following conclusions were drawn:

- Services offered must justify costs. To entrepreneurs, the value of the service is relative to the advice given and connections made. Convenient extras such as refreshments are not priority enough to justify membership fees.
- Diversity should be encouraged so as to allow for a combination of innovation and experience; thus, separating youth into their own group is not favourable.
- The website should be as simple as possible, containing only pertinent information about the SCENE, meeting schedules, agendas, community partners etc.
- Meeting monthly is too demanding. Private sub-meetings outside of the group will most likely stem organically from the main group gatherings through individuals establishing their own connections; thus, holding official meetings every second month is acceptable.
- Having members submit ideas for agenda items and themes via email or the website is preferable. Facilitators should be secured for meetings; inviting experts within the community will keep the group community-based and allow an open opportunity for participation.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

PRODUCTS & SERVICES

Sault Community Entrepreneur Network Exchange Program

This program, as an extension of Enterprise Centre Sault Ste. Marie services and in conjunction with community partners, will provide entrepreneurial support services to local individuals looking to become involved in, or currently involved in business ownership.

The core of the program revolves around three areas of entrepreneurial development and support:

- Networking opportunities
- Business skills development
- Seminar and workshop delivery and facilitation

Networking Opportunities

The SCENE will be the premier networking group for entrepreneurs of all ages in the Sault Ste. Marie. A catalyst for building wealth among entrepreneurs within the city, the network will operate with the goal of providing forum for local entrepreneurs to collectively learn, develop and nurture socio-economic wealth generating ideas. Networking opportunities will be further enhanced by interaction and collaboration with our community partners.

Business Skills Development

Group members will be encouraged to take advantage of services offered by our community partners in order to further develop business skills and ideas. The business models Business Sault Ste. Marie Enterprise Services and Gangplank complement the mission, vision and objectives upon which the SCENE is based.

Business Sault Ste. Marie Enterprise Services

- Business consulting
 - Business planning/Business plan review
 - Market analysis
 - Financial resource availability
 - Management skills
 - E-business
 - Growth planning and export readiness

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

- Information and guidance on:
 - rules/regulations
 - licensing
 - business registrations
- Seminars and workshops on a variety of business topics
- Access to computer workstations and the Internet
- Networking opportunities with other businesses through events such as Bridges to Better Business
- A library of resource materials, publications and brochures
- Youth entrepreneurship programs: Summer Company, and the Secondary School Business Plan Competition
- Passport to Prosperity Program in the Algoma District for the Ministry of Education
- Referrals to business specialists for professional advice on legal, tax, E-business and accounting issues
- Mentoring Program with local business professionals
- Canadian Youth Business Foundation's Loan Program

Gangplank

Gangplank is a group of connected individuals and small businesses working toward creating an economy of innovation and creativity. They envision a new economic engine comprised of collaboration and community. Their values are motivated by:

- **collaboration over competition**
- **community over agendas**
- **participation over observation**
- **doing over saying**
- **friendship over formality**
- **boldness over assurance**
- **learning over expertise**
- **people over personalities**

Gangplank believes that innovation breeds innovation. They strive for the transformation of our culture into one supportive of the entrepreneurial spirit, of risk taking and of pioneering into the unknown territories. This requires education, entrepreneurship and creative workspaces.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

Seminar and Workshop Facilitation and Development

Members are encouraged to submit ideas for workshop topics and themes by contacting Business Sault Ste. Marie staff via telephone, email or the webpage. Items for discussion will be determined through a web poll.

Once a seminar theme has been established, a facilitator will be chosen by approaching community-based professionals within the given field and inviting them to present their expertise to the group.

Ideally, once a session is conducted, group members with particular interest in the subject matter will be encouraged to organically form sub-groups to further share information with one another in order to facilitate both personal and peer development.

MARKETING PLAN

The following is a description of promotional methods and their projected associated costs; these means will be executed to publicize and create awareness for the SCENE. Thus, we have forecasted a total projected cost of \$10,000, which will be dedicated in its entirety to brand development for the first year of operation only.

Logo Design

Approximate Cost—\$1,000

Designing a logo is a critical part of the marketing process, as it is the main source of brand recognition and association for any organization. In order to design an effective logo, Business Sault Ste. Marie staff will work with an outsourced professional to create an ideal emblem to represent The SCENE.

Information Session—Bridges to Better Business

Approximate Cost—provided in-kind by SSMEDC

Annually, Business Sault Ste. Marie receives funding from the Ministry of Economic Development and Innovation to host a Bridges to Better Business event. Each year, the event focuses on providing an informative session on various items of interest to entrepreneurs and business owners. For the 2012 Bridges event, it is proposed that Business Sault Ste. Marie focus on providing information sessions concerning local services available to entrepreneurs. One of these sessions will feature a presentation about The SCENE, its vision and objectives. Since Bridges to Better Business is a well-established and well-attended event, capturing attendance of up to 150 participants, the Bridges event presents an excellent opportunity to showcase The SCENE and communicate its message.

Webpage

Approximate Cost—provided in-kind by SSMEDC

A separate webpage branching from the Sault Ste. Marie Economic Development Corporation website will be dedicated to The SCENE and will serve

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

as the main information portal. The page will be simplistic in its structure and will contain:

- basic background information about The SCENE
- a schedule of events pertaining to meeting locations, times and agendas
- briefing notes on previous meetings
- polling technology to poll members about their preferences for upcoming agenda topics and items for discussion
- information about and links to community partners
- basic information regarding entrepreneurship and business start-ups
- contact information for The SCENE administrators (i.e. Business SSM staff).

Radio Advertising Campaign

Approximate Cost-- \$3,000

To reach a wide scope of audience, it is proposed to use local radio spots broadcasted over various stations in the area. Radio advertisement remains a strong conduit for sending our message to the general public. An advertising campaign will be executed through popular area radio stations. These stations cover a vast majority of Sault Ste. Marie residents and have shown solid returns in interest from the public for past Business Sault Ste. Marie events. The radio messages will be 30 second spots which will capture the attention of business owners, inform them about the next SCENE meeting date and provide contact information for more information.

Online Banner Advertising

Approximate Cost-\$3,000

With high volumes of traffic visiting certain online local sites, it would be of benefit to purchase banner ads on these sites. Once interested parties click on these banner ads, they will be linked to The SCENE webpage, which will provide them with pertinent information about The SCENE.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

Social Media

Approximate Cost—provided in-kind by SSMEDC

In our information era many entrepreneurs use social media such as Facebook and Twitter. We intend to use tools as such to update The SCENE members in real-time, to keep them informed on:

- changes to the website
- event information and reminders
- agenda items
- guest speakers

Furthermore, through the use of social media, member opinions can be easily solicited by encouraging them to engage in various discussion postings.

Press Releases

Approximate Cost—provided in-kind by SSMEDC

Press releases will be prepared by Business Sault Ste. Marie staff, in conjunction with the SSMEDC communications staff at various phases to publicize the progress of The SCENE. For example,

- Official commencement of the project once approval has been granted
- Launching the webpage
- The first official meeting date
- Success of the first official meeting
- A specific topic of popular interest being featured
- Progress made by group members, as a result of the SCENE
- Various milestones—attendance rates, 1 year anniversary, etc

These releases will be written and submitted by the administrators (i.e. Business SSM staff) of The SCENE.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

Promotional Merchandise

Approximate Cost--\$3,000

Various promotional items featuring The SCENE logo will be purchased to provide the public with complementary giveaways at events such as Bridges to Better Business, trade shows attended by the SSMEDC, and initial meetings. The intended purpose of providing the said merchandise is to facilitate publicity, create awareness and enhance overall brand recognition within the community. Ideas for promotional items have been considered, but are not limited to, the following:

- Brochures
- Data sticks
- Pens
- Note pads
- Calendars
- Magnets

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

OPERATIONAL PLAN

Membership Agreement

A membership agreement will be internally developed to protect the SSMEDC and the SCENE members. This membership agreement will stipulate the following:

- Personal discretion should be exercised prior to sharing ideas with the group
- Since the group is a public forum, any information discussed cannot be guaranteed to be kept confidential
- The Sault Ste. Marie Economic Development Corporation will not be held liable for any intellectual property infringements among individual group members

Administration

The SCENE will be initially managed and administrated by Business Sault Ste. Marie staff.

Other Sources of Revenue

It is proposed that the The SCENE will be initially funded by a combination of the one-time only contribution of \$10,000 from the EDF and the in-kind contribution of SSMEDC administrative and staff support. Once the Entrepreneur Network develops, it may well be attractive to other public and private sector partners who will be approached for additional funds as required.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

MANAGEMENT & ORGANIZATION

The SCENE will be administrated by the Sault Ste. Marie Economic Development Corporation and delivered through the Business Sault Ste. Marie division.

As an extension of Business Sault Ste. Marie division, the SCENE will expand on the services already offered and act as a tool for Business SSM staff to provide more enhanced training and development opportunities to the entrepreneur community.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

FINANCIAL PLAN

Start-up costs for the SCENE are entirely dedicated to marketing and branding. Operational costs will be absorbed by Business Sault Ste. Marie, with staff members administrating delivery.

Funding for the SCENE will be allocated in the following ways:

- Logo design will be completed in the first month
- Online banner advertising will commence in month two, and continue on a quarterly basis
- Promotional inventory will be purchased entirely in month two, so as to keep stock readily available for distribution
- Radio advertising will commence in month 4 and continue on a quarterly basis. Radio and online advertising will be conducted in separate months so as to offset one another.

Figure 5 below demonstrates the projected allocations of the aforementioned items.

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

Figure 5

The SCENE Cash Flow Projection Year 1													
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year End
Beginning Cash Balance	9,000	5,000	5,000	4,000	4,000	3,000	3,000	2,000	2,000	2,000	1,000	1,000	
Economic Diversification Fund	10,000												10,000
Total Cash Inflows	10,000	9,000	5,000	5,000	4,000	4,000	3,000	3,000	2,000	2,000	1,000	1,000	10,000
Available Cash Balance	10,000	9,000	5,000	6,000	4,000	4,000	3,000	3,000	2,000	2,000	1,000	1,000	10,000
Marketing Expenses													
Logo Design	1,000												1,000
Online Banner Advertising		1,000				1,000				1,000			3,000
Promotional Inventory		3,000											3,000
Radio Advertising			1,000				1,000				1,000		3,000
Total Expenses	1,000	4,000	-	1,000	-	1,000	-	1,000	-	1,000	-	1,000	10,000
Ending Cash Balance	9,000	5,000	5,000	4,000	4,000	3,000	3,000	2,000	2,000	1,000	1,000	-	-

6(8)(a)

REFERENCES

- Industry Canada. (2011). *Key Small Business Statistics*. (Catalogue number Iu 186-1/2011 2E-PDF). Retrieved February 15, 2012 from Industry Canada: www.ic.gc.ca/sbstatistics.
- Johnstone, H and D. Lionais (2004). Depleted communities and community business entrepreneurship: revaluing space through place. *Entrepreneurship and Regional Development* 16: 217-233.
- Politis, Diamanto (2008). The process of entrepreneurial learning: a conceptual framework. In Richard T. Harrison & Leitch, Claire M. (Eds.), *Entrepreneurial Learning: Conceptual Frameworks and Applications* (p. 44-66). Taylor & Francis. Retrieved February 3, 2011 from <http://lib.myilibrary.com.libproxy.cbu.ca:2048/Open.aspx?id=114249&loc=44&srch=diamanto&src=2>

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

APPENDICES

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

Appendix 1**Survey Questions**

1. Would you be interested in joining an Entrepreneur Network?

Yes _____

No _____

2. If an annual membership fee were to be implemented, would you be willing to pay:

\$10-\$20 _____

\$21-\$40 _____

I would not be willing to pay _____

3. Do you think it would be beneficial to create a separate group for youth entrepreneurs (under 34 years of age)?

Yes _____

No _____

4. Do you think a website to accompany the Entrepreneur Network would be beneficial?

Yes _____

No _____

5. Would you be willing to sign up for regular email updates from the Entrepreneur Network?

Yes _____

No _____

6. Would you want the Entrepreneur Network website to be linked to your (check all that apply)

Facebook _____

Linked In _____

Twitter _____

7. How often do you think the Entrepreneur Network should meet?

Monthly _____

Bi-Monthly _____

Quarterly _____

8. Would you be interested in facilitating a discussion group during one of the Entrepreneur Network meetings?

Yes _____

No _____

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

9. Would you consider investing in entrepreneurial ideas and opportunities presented to the group?

Yes _____

No _____

Maybe _____

10. Would you be willing to contribute your ideas regarding the establishment of an Entrepreneur Network by partaking in a focus group?

Yes _____ (Please provide contact information)

No _____

Below are the results gathered from the survey:

- 44% of respondents identified that they would be willing to pay \$10-\$20 for an annual membership to the Entrepreneur network; 22.6% replied that they would be willing to pay \$21-\$40 for the membership and \$33.3% would not be willing to pay.
- 45.9% of respondents replied in favour, while 54.1% were against the idea.
- 91.8% responded in favour of creating a website to accompany the Entrepreneur Network.
- 46.4% replied that the Network should meet every 2 months, while 41.7% replied every 3 months and 11.9% said every 6 months.
- 58.5% of respondents replied that they would be willing to facilitate a discussion group during one of the Entrepreneur Network meetings.

Appendix 2

Entrepreneur Network Focus Group Questions and Responses

What are your thoughts on implementing an annual fee?

How much do you believe would be reasonable to charge?

What expenses do you believe the membership fee should cover?

- Services can justify cost
- Make it valuable so people can see “what’s in it for me”
- It’s more about advice than food and refreshments; if food is offered, people can bring extra money

What are your thoughts concerning creating a separate group for youth?

- Diversity should be encouraged; therefore, no separation
- Diversity will allow mentorships to occur
- Separating the two will cause a lot to be lost—knowledge, enthusiasm, energy, etc
- Members of each group can help the other
- Combining the groups will allow for a combination of innovation and experience
- Everybody can bring something to the table
- Networking does not isolate, it is inclusive of all

How detailed do you think the website should be? Basic—ie.no-cost information open to the public, or more advanced—ie. login, user functionality, with cost?

- Basic—with blog capabilities, general information and free
- Every entrepreneur has their own site, they don’t need another one to log into
- People can share the link to the website on Facebook, Linked In, Twitter, etc.
- Keep costs down and allow people to create their own connections
- Encourage people to seek other advice from other avenues—Chamber, EDC, SSMIC, etc
- Attention should be paid to the tone of the website; all language should be uncomplicated and easy to understand

Sault Community Entrepreneur Network Exchange (Scene) –
A SSMEDC Strategic Priority Project

***How often do you think the Entrepreneur Network should meet?
Should the amount of meeting times reflect membership costs?***

- Sub meetings can organically stem from major meetings; people can establish connections and choose to set up their own meetings outside of the group
- Mentorship program within; partnering up with a mentor to provide guiding advice in an area of concern
- Notes/minutes should be taken and posted on the website

How should topics be decided for sessions?

How do you think we should go about securing facilitators for various sessions?

Should facilitators be limited to members only, or should it be open to the public?

- Facilitators should be secured for meetings; whoever is best to speak about the subject, regardless of whether or not they are a member.
- Inviting speakers within the community will keep the group community-based and allow an open opportunity for anyone to participate
- Canvas members to see what they want on the agenda; the group may send in suggestions through email via the website
- Ideas and proposals for group sessions can be submitted and posted for other group members to vote on. If enough interest is generated in an area, the idea will proceed

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-64

AGREEMENT: (LE-11) A by-law to authorize a Licence agreement between the City and the Algoma Sailing Club Inc. for the use of the property at Bellevue Park, Sault Ste. Marie, Ontario.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated October 1, 2011, and made between the City and the Algoma Sailing Club Inc. for the use of property at Bellevue Park in the form of Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

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

CITY SOLICITOR

10(a)

SCHEDULE "A"

LE-11

THIS LICENCE made this 1st day of October, 2011

BETWEEN:

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

- and -

ALGOMA SAILING CLUB INC.
hereinafter called the "Club"

WHEREAS the City is the owner of the lands and premises known as Bellevue Park;

AND WHEREAS the Club wishes to use certain portions of Bellevue Park for its purposes upon the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto do hereby covenant, promise and agree the one with the other as follows:

1. GRANT OF LICENCE

The City hereby grants to the Club for the annual licence fee of One Hundred Dollars (\$100.00), the exclusive licence to use portions of Bellevue Park in the City of Sault Ste. Marie as shown on the plan attached marked Schedule "A" to this agreement, hereinafter referred to as the demised premises, for the term of twenty (20) years commencing on the first (1st) day of October, 2011 and terminating on the thirtieth (30th) day of September, 2031.

If at the expiration of the term herein, the demised premises or any part thereof is not required by the City for other purposes and the City wishes the existing uses of the demised premises to continue in accordance with item 2, "Use of Premises" herein and if in the sole opinion of the City, the Club is not in default of any of the terms and conditions of this licence, the Club shall have first right of refusal to enter into a new agreement with the City on terms and conditions satisfactory to the City.

The parties hereto agree that this agreement shall not constitute a lease and is, in fact, a bare licence.

The Club agrees it shall not assign or transfer any rights conferred upon it under the terms of the agreement or sub-lisence any part of the demised premises, and the annual licence fee above referred shall be due on the first (1st) day of October of each year of the term of this licence.

2. USE OF PREMISES

The Club hereby covenants with the City to use the demised premises only for the purpose of providing sailing facilities and related functions.

The terms of this licence shall in no way abridge or limit the rights of the City as owner of the demised premises to regulate completely the use of any part of Bellevue Park, including the demised premises.

2

In case of any dispute as to the use of the demised premises or any buildings thereon, or as to any term of this agreement, the decision of City Council shall be final, binding and conclusive.

3. REPAIRS AND MAINTENANCE

The entire demised premises, including all improvements constructed thereon, shall be maintained in a state of repair satisfactory to the City, at the sole cost of the Club. The Club covenants to permit the City or its duly authorized agents to enter upon and examine the state of repair of the demised premises.

4. ALTERATIONS

The Club shall not make any alterations or improvements on the demised premises without prior written approval of the Manager Recreation and Culture of the City relating to the specific work(s).

5. OWNERSHIP OF IMPROVEMENTS UPON TERMINATION

All improvements on the demised premises shall become the property of the City upon termination or abandonment of this licence.

6. REQUIREMENTS OF LAW

The Club at its sole expense shall comply with all laws, orders and regulations of federal, provincial and municipal authorities, and with any direction of public offices with respect to the demised premises or use or occupation thereof.

7. RULES AND REGULATIONS OF THE CLUB

The Club shall have the right to impose rules and regulations concerning the use, occupation or control of the demised premises by the Club's servants, employees, invitees, agents or licencees, or the conduct of any business thereon and shall not permit or suffer any improper or offensive use of the demised premises or any part thereof which shall be or result in a nuisance. Said rules and regulations shall not in any way restrict the use of the demised premises by any persons based on the grounds identified in the Ontario Human Rights Code.

8. INSURANCE

The Club shall, at its own expense, provide and maintain general liability insurance with an approved company in an amount not less than \$2,000,000, with the deductible amount to be satisfactory to the City, against claims arising out of any one accident resulting in injury or death to any person or persons or damage to property. The amount of coverage shall be subject to review and revision by the City at five year intervals during the term of this licence to ensure adequate coverage.

The said insurance policies shall name the City as co-insured and proof of said insurance shall be filed with the Legal Department of the City.

9. FIREWORKS DISPLAYS

The Club agrees to be responsible for advising its members of the date of the July 1st Canada Day fireworks display, the Bon Soo fireworks display and any other fireworks displays set off at Bellevue Park.

10. INDEMNITY

The Club hereby covenants with the City to indemnify the City from and against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Club, its servants, employees, agents, invitees or licencees in or about the demised premises or out of:

- (i) Any damage to persons or to property including property of the Club and all persons claiming through or under the Club howsoever occasioned, including any damage caused by sparks or remnants from fireworks that are authorized except where caused by the negligence of the City, its agents, servants or employees;
- (ii) Any injury to any person or persons occurring on the demised premises except where such injury has been caused by the negligence of the City, its agents, servants or employees.

11. TAXES

The Club shall be liable for all taxes including all charges for local improvements and other rates or levies of any kind or nature whatsoever which may hereafter be made, levied or imposed on the demised premises or any structures or improvements situated thereon.

The Club agrees to pay all such taxes when due. If the Club should neglect or omit to pay said property taxes, this licence shall, at the option of the City, terminate and all the rights of the Club with respect to the said demised premises shall be absolutely forfeited and shall lapse.

12. UTILITY CHARGES

The Club agrees to pay promptly as they fall due, all charges or costs for heat, water, electricity and other utilities of any nature or kind or all similar costs hereafter supplied to the demised premises.

13. RENEWAL

If the Club wishes to exercise its first right of refusal to enter into a new licence agreement at the expiration of the term herein, the Club shall advise the City of its intentions not later than April 1st, 2031 by written notice of its intentions to do so.

14. BREACH OF CONDITIONS

Any breach of the terms and conditions of this licence agreement by the Club will constitute an automatic cancellation of this licence unless the Club, within thirty (30) days of being notified in writing by the City of the breach, rectifies the breach to the satisfaction of the City, which rectification or cancellation will then be confirmed in writing by the City. This clause is included for the benefit of the City and may be waived at its discretion. Unless a waiver is given in writing by the City to the Club, the City will not be deemed to have waived any breach by the Club of any of the terms or conditions of this licence and a waiver relates only to the specific breach to which it refers and in no way affects or limits the rights of the City with respect to any breach to which it does not refer.

15. RESERVATION

The City hereby reserves the right to enter onto the demised premises and to use any part of the demised premises for the construction of any service(s) or utility, and to grant easements to other persons or corporations for such purposes, provided that any disturbance to the demised premises shall be corrected and provided that any disturbance to the demised premises shall be restored to its former improved condition at no cost to the Club.

16. HAZARDOUS SUBSTANCES

The Club shall not use any substance or thing which may be deemed to be unsafe or hazardous to human health or to the environment at any time during the term of this licence.

The Club shall not discharge, or cause or permit to be discharged or howsoever to get into the waters of the said lands any deleterious material, noxious, contaminated or poisonous substances, including oil, petroleum and petroleum products, all as determined by the City whose decision shall be final, and if at any time and from time to time during the term of this licence or any renewal thereof, any pollution is caused to waters of the said lands by reason or as a result of the operations of the Club, as to all of which the City shall be the sole judge, and its decision shall be final, the Club shall forthwith upon receipt of a notice in writing from the City undertake, prosecute without interruption and complete the work of removal of such pollution material from the said waters, at the cost and expense of the Club and to the satisfaction of the City, and in case the Club fails to carry out its obligations under this clause to remove such pollution material from the said waters, the City may cause such work to be undertaken, prosecuted and completed, all at the cost of the Club and the Club shall, forthwith upon demand therefor, reimburse the City for all cost and expense incurred by the City in the performance of such work and all other costs and expenses connected therewith or incidental thereto, and all such costs and expenses shall constitute a debt payable by the Club to the City.

17. CANCELLATION

The City or the Club may cancel this licence on giving thirty (30) days written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified:

CITY	Manager Recreation and Culture Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
CLUB	Algoma Sailing Club Inc. P.O. Box 20029 150 Churchill Blvd. Sault Ste. Marie, Ontario P6A 6W3

Unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any such notice shall be deemed to be 48 hours after such mailing.

18. BINDING EFFECT

The terms and provisions of this licence shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day of March, 2012.

THE CORPORATION OF
THE CITY OF SAULT STE. MARIE

Per:

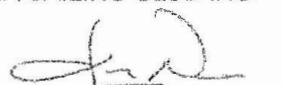
MAYOR – DEBBIE AMAROSO

CITY CLERK - Malcolm White

We have the authority to bind the Corporation

ALGOMA SAILING CLUB INC.

Per:

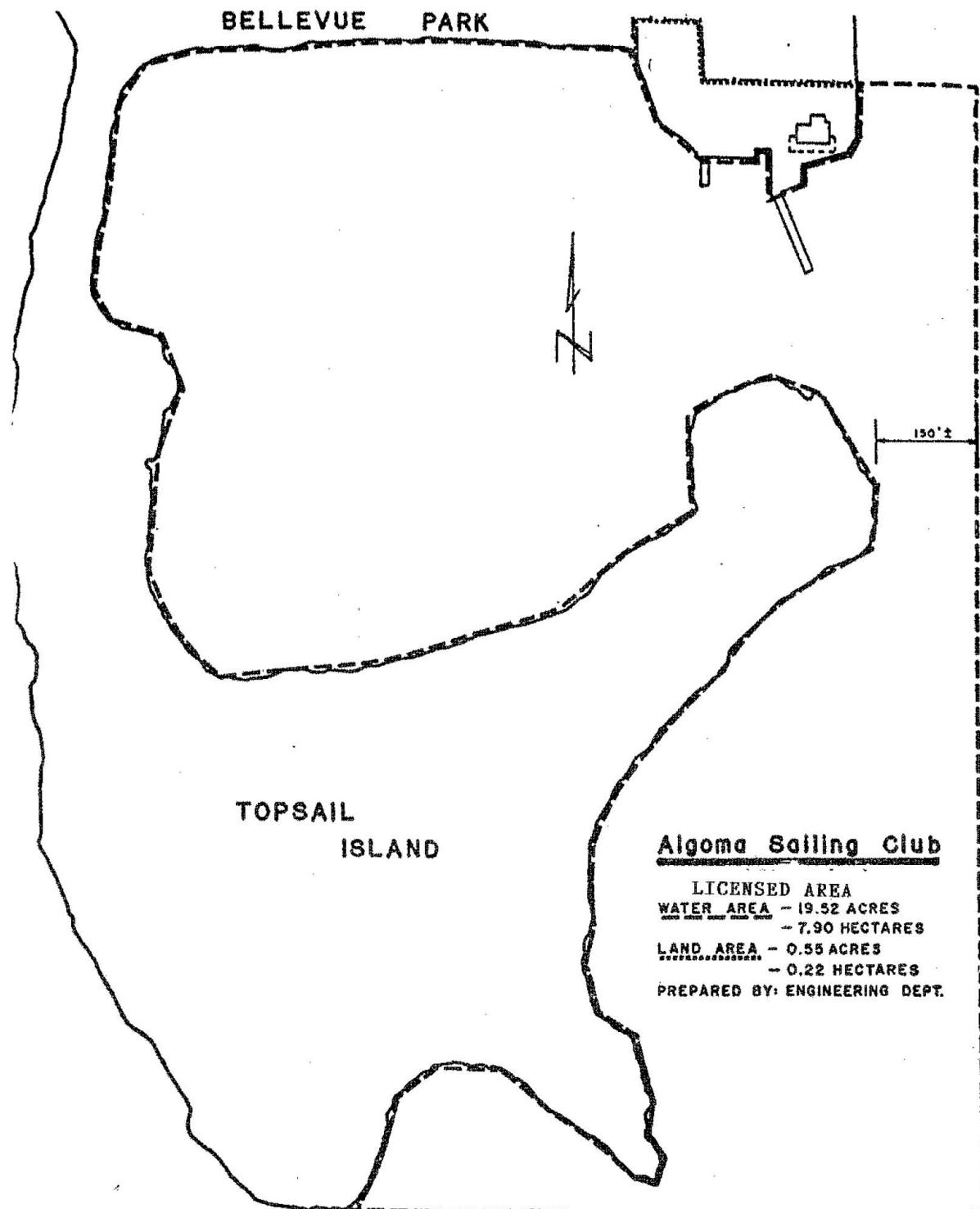


PRESIDENT - JAY NIXON

I have the authority to bind the Corporation

ATTACHED TO AND FORMING PART OF A LICENCE AGREEMENT DATED OCTOBER 1ST,
2011 BETWEEN THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND ALGOMA
SAILING CLUB

SCHEDULE "A"



10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-66

AGREEMENT: (EN) A by-law to authorize a standard encroachment agreement for commercial and residential developments and to repeal By-law 85-29.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to any standard encroachment agreement in the form of Schedule "A" to this by-law, made between the Corporation and the owners of the property involved.

2. **BY-LAW REPEALED**

By-law 85-29 is hereby repealed.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da \LEGAL\STAFF\BYLAWS\2012\2012-66STANDARDENCROACHMENTAGREEMENT.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(b)

SCHEDULE "A"

THIS AGREEMENT made this _____ day of 20____

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the "Corporation"

OF THE FIRST PART

-AND-

Hereinafter called the "Owner(s)"

OF THE SECOND PART

WHEREAS the Owner(s) is/are the registered owner(s) of the property municipally known as Civic No. _____, Sault Ste. Marie, Ontario, which lands are more particularly described as _____ (hereinafter called the "Lands");

AND WHEREAS there is a _____ which encroaches (hereinafter called the "Encroachment") onto _____, on Registered Plan Number _____, which Encroachment is more particularly shown on the plan of survey dated _____, prepared by _____, Ontario Land Surveyor (hereinafter the "Survey") and attached as Schedule "A" to this Agreement;

AND WHEREAS the Owner(s) has/have made an Application to maintain the Encroachment on the Lands in the position they now stand, subject to the execution by the Parties of this Agreement and the terms, clauses and conditions hereinafter set forth;

NOW WITNESSETH THIS AGREEMENT that in consideration of the covenants and conditions herein contained, the Corporation and Owner(s) agree as follows:

1. The Corporation grants the Owner(s) permission to maintain the Encroachment onto _____, in the location shown on the Survey, subject to the terms, clauses and conditions herein contained.
2. The Parties hereto acknowledge and agree that the aforesaid Encroachment shall be deemed to be with the Licence of the Corporation, with the intent that the Owner(s) shall not acquire any other interest therein.
3. The Owner(s) covenant(s) and agree(s) to pay to the Corporation on the signing of this Agreement and annually thereafter the sum of _____ (\$ _____) Dollars for the Licence hereby granted.
4. The Owner(s) covenant(s) and agree(s) to pay all taxes, rates and assessments on the said Encroachment if the same is ever levied by the Corporation.

5. The Owner(s) covenant(s) and agree(s) to indemnify and save harmless the Corporation from and against all demands, costs, charges, expenses, suits, claims, losses, liability and damages arising out of any injury, personal claim or property damage occasioned by the said Encroachment or by any losses which the Corporation may sustain or incur, or for any damages which the Corporation may be liable in consequence of the said Encroachment and the granting of this Licence.
6. The Owner(s) hereby covenants to place insurance on the said Encroachment in the joint names of the Owner and the Corporation for personal injury, property damage and public liability in the amount of not less than TWO MILLION (\$2,000,000.00) DOLLARS. The said insurance may be included in the Owner's(s') insurance of the Lands but must show the interest of the Corporation with respect to the aforesaid claims arising by reason of the said Encroachment on the Encroached Lands and the matters referred to in paragraph 5 herein.
7. In the event that the Corporation requires the removal of the Encroachment for any reason whatsoever, the Owner(s) shall, at the Owner's(s') sole expense, remove the aforesaid Encroachment within _____ (____) days/months of receiving written notice to that effect.
8. The Owner(s) hereby consent to the registration of this Agreement on the title to the Lands. The Owner(s) shall be responsible for the costs of the said registration of this Agreement.
9. It is expressly agreed that upon destruction, removal or replacement of the said Encroachment, or upon partial destruction or damage of the said Encroachment from any cause, including the voluntary act of the Owner(s) thereto, the permission hereby granted shall without any action or notice and at the sole option of the Corporation, be terminated and at an end. The Corporation may require the Owner(s) to remove the said Encroachment forthwith, and upon failure to do so may itself do all things necessary for the removal of the said Encroachment and for such purpose may enter upon the Lands. The expense of such removal and entry shall be paid by the Owner(s) forthwith upon demand, and payment of such expense may be enforced in the same manner as payment of taxes for the current year.
10. This Agreement shall not be interpreted as granting exclusive use of the Encroachment, the Encroached Lands or any part of _____ as shown in Plan _____ to the Owner(s).
11. The Owner(s) acknowledges no ownership interest in any part of _____ as shown on Registered Plan _____.
12. This Agreement shall enure to the benefit of and be binding upon the Parties to this Agreement and their respective heirs, executors, administrators and assigns.

10(b)

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day,
month and year first written.

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

MAYOR -

CITY CLERK -

We have the authority to bind the Corporation.

OWNER -

OWNER -

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-67

AGREEMENT: (E2.2) A by-law to authorize a contract between the City and 1531161 Ontario Inc. (o/a Boyer Construction) for the reconstruction of John Street from 90m south of Bloor Street to Elm Street. (Contract 2012-1E)

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

1. **EXECUTION OF DOCUMENT**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated April 16, 2012 and made between the City and 1531161 Ontario Inc (o/a Boyer Construction) for the reconstruction of John Street from 90m south of Bloor Street to Elm Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

of \LEGAL\STAFF\BYLAWS\2012\2012-67 contract Boyer

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

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract 2012-1E
Reconstruction of John Street
Phase 2 – 65 m South of Bloor Street to Elm Street**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **16th** day of April in the year 2012, by and between
1531161 Ontario Inc. (o/a Boyer Construction), hereinafter called the "**Contractor**".

AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the "**Corporation**".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

Corporation of the
City of Sault Ste. Marie
Contract 2012-1E - John Street Reconstruction,
Phase 2 – 65 m South of Bloor Street to Elm Street

which have been signed in triplicate by both parties and which were prepared by GENIVAR Inc., acting as Agent and Contract Administrator and herein entitled, "**the Contract Administrator**".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation:

The Corporation of the City of Sault Ste. Marie
P. O. Box 580, Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5N1

The Contractor:

1531161 Ontario Inc.
Operating as Boyer Construction
53 Gran Street
Sault Ste. Marie, ON P6A 5K9

The Contract Administrator:

GENIVAR Inc.
185 East Street
Sault Ste. Marie, Ontario, P6A 3C8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - Debbie Amaroso

(seal)

CITY CLERK – Malcolm White

THE CONTRACTOR

1531161 Ontario Inc (o/a Boyer Construction)
COMPANY NAME

(seal)

SIGNATURE

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-69

AGREEMENT: (E.3.4.) A by-law to authorize a contract between the City and Palmer Construction Group Inc. for the Reconstruction of White Oak Drive from North Street to Carmen's Way. (Contract 2012-2E)

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

1. **EXECUTION OF DOCUMENT**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated April 16, 2012 and made between the City and Palmer Construction Group Inc. for the Reconstruction of White Oak Drive from North Street to Carmen's Way. (Contract 2012-2E)

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da\LEGAL\STAFF\BYLAWS\2012\2012-69 AUTHORIZES CONTRACT WHITE OAK DR PALMERS.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(d)

SCHEDULE "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT NO. 2012-2E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 16th day of April in the year 2012 by and between

Palmer Construction Group Inc. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**RECONSTRUCTION OF WHITE OAK DRIVE
NORTH STREET TO CARMEN'S WAY
Contract No. 2012-2E**

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfil everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

10(d)

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
 6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:

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

The Contractor:

Palmer Construction Group Inc.
258 Queen Street East, Suite 301
Sault Ste. Marie, ON
P6A 1Y7

The Engineer:

Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON
P6A 5K8

10(d)

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Debbie Amaroso

(seal)

City Clerk – Malcolm White

PALMER CONSTRUCTION GROUP INC.

Signing Officer

(seal)

Signature

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2012-71

AGREEMENT: (E.3.4.) A by-law to authorize a contract between the City and R. M. Belanger Limited for the reconstruction of Queen Street East from Pim Street to Simpson Street. (Contract 2012-3E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated April 16, 2012 and made between the City and R. M. Belanger Limited for the resurfacing of Queen Street East from Pim Street to Simpson Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

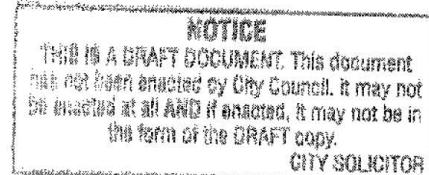
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of April 2012.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

nm Bylaws\2012\2012-71 Agreement RM Belanger



CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2012-3E
Reconstruction of Queen Street
Pim Street to Simpson Street**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 16th day of April in the year 2012 by and between

R.M. Belanger Limited hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**CONTRACT NO. 2012-3E
RECONSTRUCTION OF QUEEN STREET
PIM STREET TO SIMPSON STREET**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
 5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
 6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:
The Corporation of the City of
Sault Ste. Marie
P. O. Box 580
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

The Contractor: R.M. Belanger Limited
Radisson Avenue
Chelmsford, Ontario
P0M 1L0

The Contract Administrator: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4

1b(e)

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered

in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Debbie Amaroso

(seal)

City Clerk – Malcolm White

THE CONTRACTOR

R.M. Belanger Limited

(seal)

Signature

ID(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-60

APPOINTMENTS: (B1.3) A by-law to appoint inspectors under the Building Code Act, 1992 and municipal law enforcement officers under the Police Services Act.

WHEREAS Section 3 of the Building Code Act requires the Municipality to appoint inspectors under the Building Code Act, 1992;

AND WHEREAS Section 15 of the Police Services Act allows municipal Council to appoint persons to enforce the by-laws of the municipality;

NOW THEREFORE pursuant to the Building Code Act, 1992 and the Police Services Act, Council enacts as follows:

1. BUILDING CODE INSPECTORS

The persons listed on Schedule "A" to this by-law are appointed as Building Code Inspectors.

2. MUNICIPAL LAW ENFORCEMENT OFFICERS

The persons listed on Schedule "A" to this by-law are appointed as Municipal Law Enforcement Officers.

3. EFFECTIVE DATE

This by-law is effective on the date of its passing.

PASSED in Open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

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

CITY SOLICITOR

10(f)

Schedule "A" to By-Law 2012-60

Freddie Pozzebon

Larry Kennedy

Glenn Irwin

Frank Bentrovato

Tyler Bertrand

François Couture

Len Smith

Peter Schell

Tyler Moody

Matthew Wiesel

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-65

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

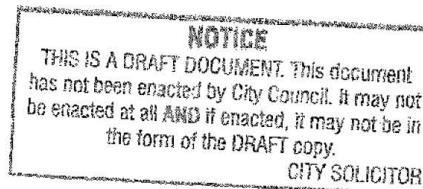
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK –MALCOLM WHITE

cf Bylaws\2012\2012-65 Parking Officers – Private lots



10(g)

SCHEDULE "A"

DEPT & SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBEVIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
186 HARMAN,JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
191 BROWN,STEVEN,GEORGE	SEP.SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
195 SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
248 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249 CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253 TRAVSON,TERRENCE(TERRY NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
274 DAVIDSON,JAMES	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276 SMITH,DENNIS,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
297 SWIRE,WMILLIAM,JAMES	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E.
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER,BRAD	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
335 GROSSO,DONALD	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
342 PICK,DENNY	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
343 CHILLMAN,JODI	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
345 SETCHELL,RODDY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
366 TROINOW,VICTORIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
369 CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371 LAKE,ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372 BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373 RISSANEN,ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
376 FINN,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
384 BOREAN,RICK	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
389 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
391 MCLEOD,HEATHER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
396 THOMAS,RANDELL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
400 JOHNSON,MICHAEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST. (FEDERAL BUILDING)
405 MATCHETT,CASEY	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNER,HAROLD	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411 MCORE,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
413 HILL,MICHAEL	CORPS OF COMM	SAULT HOSPITAL
420 FABIANO,ANTONIO	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
423 VUNDERKLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
428 DIAS,JASON	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
430 RUSCIO,DOMINIC	MAJOR CONST.	TRAVELOGUE
431 DICKSON,SHANE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
433 MAJOR,ROBERT	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
435 TRUMBLE,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
438 COUTURIERE,NATASHA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E.
440 HAMMERSTEDT,ERIC	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
441 VILSON,DAVID	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARCIL,MARK	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446 HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAULT,JOSE	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DANIEL	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
452 RUGERS,RICHARD	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DEHRASZ,RICHARD	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
458 ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 LEEMAN,RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460 EDMEJAN	CORPS OF COMM	SAULT AREA HOSPITAL
461 DURO,PATRICK	CORPS OF COMM	SAULT AREA HOSPITAL
462 GAULT,AMES	CORPS OF COMM	SAULT AREA HOSPITAL
463 M.PHIALEX	CORPS OF COMM	SAULT AREA HOSPITAL

10(g)

465	DEAVILLE,DON	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
466	LAUREL,JULIE	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
467	BRANNER,JUNE	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
468	ADMIRAL,BRENDAN	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
469	SARTORIUS,DOMINIC	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
471	STOYCHEFF,CHRISTOPHER	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
472	EPINETTA,ANGELO	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
473	MCCARTHY,BRANDON	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
474	MARCUSO,ANTHONY	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
475	TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
476	BROWNEZ,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
477	GROUL,YVANCE	CORPS OF COMM	SAULT AREA HOSPITAL
478	FERDINIAN	CORPS OF COMM	SAULT AREA HOSPITAL
479	LE,VICKIE,BRACE	CORPS OF COMM / NORPR SAULT HOSPITAL/REGENT PRO/S.COLLEGE/QUEENSCENTER/GROUP HEALTH	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
480	ENGEV,ROY	CORPS OF COMM	SAULT AREA HOSPITAL
481	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE BELLUVE MARINA & BONCAR MARINE & PARK	
482	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONCAR MARINE & PARK	
483	LONGO,NADIA	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
484	RONGEAU,MARISA	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
485	LEFLEUR,MARILYN	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
486	MICQUEEN,WANDA	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
487	L'ESTRUE,JEFF	GT.NORTHERN RET.HOME 760 GREAT NORTHERN RD.	
488	GP SOALE,KYLE	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
489	FURKER,MICHAEL	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
490	E-DWY,F.RASER	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
491	SHAW,WEIL,CODY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
492	CARTELLANI,NINO	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
493	CAVICCHIOLO,MATTHEW	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
494	ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
495	NARQUES,STEVEN	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
496	SCALI,NICOLA	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
497	ENSBY,JOSHUA	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498	CURRELL,ROBERT	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
499	HINNEL,CHRIS	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
500	HABEL,MELANIE	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
501	LITTRADE,DANIEL	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
502	JONES,CHELSEY	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
503	GRIGORY,LEE	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
504	SARTHE,RICHARD	BANK OF MONTREAL	558 QUEEN ST E
505	BERTE,DEBREE	CORPS OF COMM	SAULT AREA HOSPITAL
506	MATTALO,JOE	CORPS OF COMM	SAULT AREA HOSPITAL
507	LVALLEE,MEGAN	CORPS OF COMM	SAULT AREA HOSPITAL
508	AGAIR,BRENDAN	CORPS OF COMM	SAULT AREA HOSPITAL
509	DRIVAJUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
510	MUNCKE,KEN	CORPS OF COMM	SAULT AREA HOSPITAL
511	BLIFERRO,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
512	BLIFERRO,MATT	CORPS OF COMM	SAULT AREA HOSPITAL
513	COOGONE,MATT	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
514	COOJAMES	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
515	FUCH,BRENDA	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
516	PASSO,GRANT	CORPS OF COMM	SAULT AREA HOSPITAL
517	FEY,GOMENI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
518	HIMPSON,JOHN	CORPS OF COMM	SAULT AREA HOSPITAL
519	CRAWFORD,SYLVIA	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
520	MONAMA,STEVEN	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
521	NUBRIDE,GUY	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-68

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of John Street from 90m south of Bloor Street to Elm Street from April 17, 2012 until October 31, 2012 to facilitate the reconstruction of John Street.

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 CLOSURE OF JOHN STREET FROM 90M SOUTH OF BLOOR STREET TO ELM STREET**

The Council hereby authorizes the closing to vehicular traffic of John Street from 90m south of Bloor Street to Elm Street from April 17, 2012 until October 31, 2012.

2. **EFFECTIVE DATE**

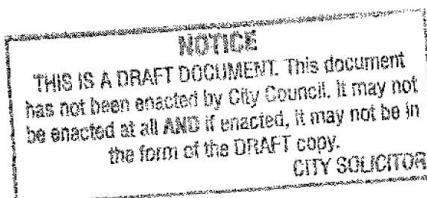
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK-MALCOLM WHITE

c:\bylaws\2012\2012-68 John St closing



10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-70

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of White Oak Drive from North Street to Carmen's Way from April 17, 2012 until October 31, 2012 to facilitate the reconstruction of White Oak Drive.

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

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of White Oak Drive from North Street to Carmen's Way from April 17, 2012 until October 31, 2012.

2. EFFECTIVE DATE

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

PASSED in open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

da\LEGAL\STAFF\BYLAWS\2012\2012-70 WHITE OAK DRIVE STREET CLOSING.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(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-72

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Queen Street East from Pim Street to Simpson Street from April 17, 2012 until October 31, 2012 to facilitate the reconstruction of Queen Street East.

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 CLOSURE OF QUEEN STREET EAST FROM PIM STREET TO SIMPSON STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from Pim Street to Simpson Street from April 17, 2012 until October 31, 2012.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 16th day of April, 2012.

MAYOR - DEBBIE AMAROSO

CITY CLERK-MALCOLM WHITE

nm\bylaws\2012\2012-72 Close Queen East, Pim to Simpson

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(K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-76

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of St. Mary's River Drive from Station Mall Zellers entrance to Station Mall Sears entrance on July 13, 2012 to facilitate the Kiwanis International Walleye Tournament Parade of Boats.

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 ST. MARY'S RIVER DRIVE**

Council hereby authorizes the closing to vehicular traffic of St. Mary's River Drive from Station Mall Zellers entrance to Station Mall Sears entrance on July 13, 2012 from 4:00 p.m. to 9:00 p.m. to facilitate the Kiwanis International Walleye Tournament Parade of Boats.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 16th day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/Bylaws\2012\2012-76 Temp. St. Closing walleye

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