

# **AGENDA**

## **REGULAR MEETING OF CITY COUNCIL**

**2013 11 18**

**4:30 P.M.**

## **COUNCIL CHAMBERS**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2013 11 04 be approved.

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

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the Agenda for 2013 11 18 City Council meeting as presented be approved.

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

- a) Michelle Jolin – Co-chair, Freedom Sisters will be in attendance concerning proclamation – Shine the Light.
- b) A representative of Algoma Public Health will be in attendance concerning proclamation – World AIDS Day.
- c) David Thompson of the Sault Youth Association will be in attendance to provide an update to City Council.

## **PART ONE – CONSENT AGENDA**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that all the items listed under date 2013 11 18 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) Correspondence from the Mayor of Ville De Lac-Mégantic thanking City Council for its donation is attached for the information of Council.
- c) Correspondence from the City of Greater Sudbury concerning the Ring of Fire is attached for the information of Council.
- d) A news release from the Ministry of Natural Resources concerning a black bear management pilot program in Northern Ontario is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Whereas Sault Ste. Marie has experienced increased incidents of human-bear interaction in recent years, with bear sightings being reported in urban as well as rural areas; and

Whereas bears have been sighted at and around school yards in our community; and

Whereas public safety is of paramount concern; and

Whereas the Ministry of Natural Resources has recently announced its intent to conduct a two-year pilot program “Managing Human-Bear Conflicts”;

Now Therefore Be It Resolved that Council of the City of Sault Ste. Marie confirm to Minister of Natural Resources David Orazietti that the City of Sault Ste. Marie agrees to opt into the pilot program “Managing Human-Bear Conflicts”.

#### **e) Council Travel**

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that Mayor Debbie Amaroso be authorized to travel to the Northern Leaders Forum (2 days in December) in Timmins at an estimated cost of \$1000.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that Councillor Steve Butland be authorized to travel to the Connections Energy Symposium 2013 (2 days in December) in Toronto at an estimated cost of \$500.

f) **Staff Travel**

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Chief Administrative Officer dated 2013 11 18 concerning Staff Travel requests be approved as requested.

g) **Financial Assistance to the Philippines**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Whereas on November 8, 2013 the Philippines suffered severe devastation from Typhoon Haiyan, with as many as 10,000 people estimated to have been killed; and

Whereas the people of this country have suffered a significant loss of homes and businesses on these small islands; and

Whereas the City of Sault Ste. Marie has always helped its neighbours from around the world when in need,

Now Therefore Be It Resolved that the City of Sault Ste. Marie extend its sincerest condolences to the people of the Philippines, and further that Council authorize a donation in the amount of \$7,500 to the Canadian Red Cross to assist in both the disaster relief and rebuilding of the Philippines.

h) **Property Tax Appeals**

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that pursuant to Section 357 of the *Municipal Act, 2001*, that the adjustments for the tax accounts outlined on the City Tax Collector's report of 2013 11 18 be approved and that the tax records be amended accordingly.

i) **2014 User Fees – By-law 2013-204**

A report of the Manager of Finance and Budgets is attached for the consideration of Council.

The relevant By-law 2013-204 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

j) **2014 Building Permit Fee Increase**

A report of the Chief Building Official is attached for the consideration of Council.

The relevant By-law 2013-224 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

**k) 2014 Engineering Agreements**

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

The relevant By-laws 2013-217, 2013-218, 2013-219, 2013-220 and 2013-221 are listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

**l) Environmental Assessment – Third Line East and Black Road Revision to Project Limits**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2013 11 18 concerning Environmental Assessment – Third Line East and Black Road Revision to Project Limits be accepted and the recommendation to authorize an increase in the scope of the work at an additional cost of \$25,000 with funding from the existing 2013 Miscellaneous Construction allocation be approved.

**m) Building Condition Report for 503 Bay Street (former Northern Brewery)**

A report of the Chief Building Official is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Chief Building Official dated 2013 11 18 concerning Building Condition Report for 503 Bay Street (former Northern Brewery) be accepted and the recommendation to issue orders under the Building Standards by-law as outlined in the report be approved.

**n) Removal of Rubber Sidewalk – Queen Street East**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2013 11 18 concerning Removal of Rubber Sidewalk – Queen Street East be received as information.

**o) Hub Trail and Cycling Master Plan – Additional Spokes and “Gaps” Assessment**

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

Mover: Councillor M. Bruni  
Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 18 concerning the Hub Trail and Cycling Master Plan – Additional Spokes and "Gaps" Assessment be received and the recommendation that the John Rowswell Hub Trail and the proposed east, north and west routes be endorsed for inclusion as part of the Trans Canada Trail.

The relevant By-law 2013-223 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

**p) Solar Photovoltaic FIT Applications**

A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.

The relevant By-law 2013-222 authorizing five municipal council support resolutions appears under Item 10 of the Agenda and will be read with all other by-laws under that item.

**q) Moonlight Magic – November 20-21, 2013**

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2013-213 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

**r) Winter Operations at Public Works**

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

Mover: Councillor M. Bruni  
Seconder: Councillor S. Myers

Resolved that the report of the Commissioner of Public Works and Transportation dated 2013 11 18 concerning Winter Operations at Public Works be received as information.

## **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 A-15-13-Z – Minor Amendments No. 7 – Filed by the City of Sault Ste. Marie**

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 18 concerning Application No. A-15-13-Z – Minor Amendments No. 7 – filed by the City of Sault Ste. Marie be received and that City Council approves the minor amendments proposed in this report.

**b) Application No. A-21-13-OP – Steven Roberts – 1325 Old Garden River Road**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Planning Division dated 2013 11 18 concerning Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road be received as information.

**c) Application No. A-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue**

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 18 concerning Application No. A-22-13-Z – filed by Rita Marie Sopha – 23 Ferris Avenue be received and that City Council postpone this application to its January 6, 2014 meeting.

**d) Application No. A-26-13-Z – filed by Major Contracting (Algoma) Ltd. – 46 Melrose Avenue**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Planning Division dated 2013 11 18 concerning Application No. A-26-13-Z – filed by Major Contracting (Algoma) Ltd. – 46 Melrose Avenue be received and that City Council approves this application and rezones the subject property from "R3.S-284" (Low Density Residential Zone with Special Exception 284) to "R3.S-284" (Low Density Residential Zone with an amended Special Exception 284) to permit the construction of two 4-plexes on the subject property in addition to the uses permitted within an "R3" Zone, subject to the four special provisions contained in the report.

**(7) PUBLIC WORKS AND TRANSPORTATION**

**(8) BOARDS AND COMMITTEES**

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

**a) Mover: Councillor S. Myers**

Seconder: Councillor S. Butland

Whereas graffiti or tagging is a community wide-problem; and

Whereas it will require a community-wide strategy in order to reduce or eliminate this "mischief crime"; and

Whereas the presence of graffiti detracts from the attractiveness of our naturally gifted community; and

Whereas there are examples of effective and creative solutions in other municipalities which engage a number of community organizations,

Therefore Be It Resolved that City Council takes the lead in establishing a committee of Council made up of members of Council, appropriate City staff and representation from Police Services, the Downtown Association, the Art Gallery of Algoma and others, to review best practices in other communities; and

Further Be It Resolved that the task force reports back to City Council within six months with preliminary findings regarding a made-in-Sault Ste. Marie approach to reducing this problem activity.

**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.

Moved by: Councillor M.Bruni

Seconded by: Councillor T. Sheehan

Resolved that all by-laws listed under Item 10 of the AGENDA under date 2013 11 18 be approved.

**AGREEMENTS**

**a) 2013-213**

A by-law to authorize an agreement between the City and Downtown Association, Loplop Lounge & Gallery and Searchmont Ski Association Inc. as Licencees to permit the Licencees to occupy various portions of Queen Street East for the Moonlight Magic Event taking place on November 20 – 21, 2013.

A report from the Solicitor/Prosecutor is on the agenda.

**b) 2013-217**

A by-law to authorize an agreement between the City and AECOM Canada Ltd. for services for the Queen Street East Improvements from Pine Street to 200 m east of Gravelle Street.

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

**c) 2013-218**

A by-law to authorize an agreement between the City and GENIVAR Inc. for the reconstruction of Forest Avenue from The Crescent to Simpson Street.

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

**d) 2013-219**

A by-law to authorize an agreement between the City and Kresin Engineering Corporation for the reconstruction of St. Andrew's Terrace between North Street and John Street.

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

**e) 2013-220**

A by-law to authorize an agreement between the City and AECOM Canada Ltd. for the reconstruction of March Street between Queen Street and Wellington Street.

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

f) 2013-221

A by-law to authorize an agreement between the City and Kresin Engineering Corporation for an Environmental Assessment for Improvements to Bay Street between Pim Street and Andrew Street.

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

g) 2013-223

A by-law to authorize an agreement between the City and MMM Group, in association with Kresin Engineering for preparation of preliminary design and cost estimation services for four additional cycling routes and Hub Trail "gaps".

A report from the Planner is on the agenda.

## BUILDING

h) 2013-224

A by-law to amend Schedule "A" to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie).

A report from the Chief Building Official is on the agenda.

## FINANCE

i) 2013-204

A by-law to establish user fees and service charges.

A report from the Manager of Finance and Audits is on the agenda.

## PARKING

j) 2013-214

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.

## RESOLUTIONS

k) 2013-222

A by-law to authorize the execution of five (5) municipal Council support resolutions to support five (5) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

A report from the Environmental Initiatives Co-ordinator is on the agenda.

**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 M. Bruni

Seconder: Councillor S. Myers

Resolved that this Council now adjourn.

# **MINUTES**

## **REGULAR MEETING OF CITY COUNCIL**

**2013 11 04**

**4:30 P.M.**

## **COUNCIL CHAMBERS**

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

**Absent:** Mayor D. Amaroso (business), Councillor F. Manzo (illness)

**Officials:** J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Bruzas, J. Dolcetti, D. Elliott, M. Zuppa, F. Pozzebon, D. Maki, G. Schryer, F. Bentrovato, J. Luszka, F. Coccimiglio, D. Gowans

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2013 10 21 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 F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the Agenda and Addendum #1 for 2013 11 04 City Council meeting as presented be approved. CARRIED

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

- a) John McLaughlin, Chairman of the Spiritual Assembly of Baha'i of Sault Ste. Marie was in attendance concerning proclamation – Baha'i Unity and Diversity Week.

- b) Jeff Arbus, Regional Vice-President, North East Ontario, Ontario Public Service Employees Union was in attendance concerning proclamation – Community Social Service Workers Appreciation Day.
- c) Jamie Moss, Board Member – Sault Ste. Marie and District Humane Society was in attendance concerning an upcoming fundraising event.
- d) Larry Knapp was in attendance concerning agenda item 7.(c).
- e) Don Maki, Chief Building Official, Gary Schryer, Senior Plans Examiner and Frank Bentrovato, Building Inspector; Engineering and Planning Department were in attendance concerning best practice presentation – Building Permit Tracking.
- f) Steven Roberts was in attendance concerning agenda item 6.(6)(a).

## **PART ONE – CONSENT AGENDA**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2013 11 04 – Part One – Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from the Honourable David Orazietti, Minister of Natural Resources concerning *Endangered Species Act* was received by Council.
- b) Correspondence from Algoma Public Health concerning a personnel related issue was received by Council.
- c) Correspondence requesting permission for private property liquor license extension was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

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

Loplops Gallery Lounge

651 Queen St. E.

Moonlight Magic

Thursday, November 21 – from 5:30 p.m. to 11:00 p.m. CARRIED

- d) **2013 Rotary Santa Claus Parade**

A letter of request for a temporary street closing was received by Council.

- Bay Street from East Street to Pim Street from 5:00 p.m. to 6:30 p.m.; and
- Pim Street to Queen Street East from 5:00 p.m. to 6:30 p.m.; and
- Queen Street East from Pim Street to Gore Street from 5:30 p.m. to 7:30 p.m.

in conjunction with the 2013 Santa Claus Parade on November 23, 2013.

The relevant By-law 2013-205 is listed under Item 10 of the Minutes.

**e) Moonlight Magic**

A letter of request for a temporary street closing was received by Council.

- On Queen Street East from Pim Street to Dennis Street from 5:30 p.m. to 11:00 p.m. in conjunction with Moonlight Magic – November 21, 2013.

The relevant By-law 2013-206 is listed under Item 10 of the Minutes.

**f) Staff Travel**

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2013 11 04 concerning Staff Travel requests be approved as requested. CARRIED

**g) Proposed Federal Legislation – Amalgamation of International Bridges**

The report of the Chief Administrative Officer and correspondence from The Federal Bridge Corporation Limited was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Chief Administrative Officer dated 2013 11 04 concerning proposed federal legislation that would amalgamate operations of Sault Ste. Marie International Bridge with Blue Water Bridge in Point Edward and the Cornwall International Bridge be received as information and that Council of the City of Sault Ste. Marie support the resolution passed by the Board of the St. Mary's River Bridge Company on October 28, 2013 regarding proposed federal Bill C-4; further that copies of this resolution be sent to the federal Minister of Transport and Sault Ste. Marie MP Bryan Hayes. CARRIED

**h) Retirement of Commissioner of Human Resources**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2013 11 04 concerning Retirement of John Luszka as Commissioner of Human Resources and Appointment of Peter Niro as his successor be received and the

recommendation to fill the vacancy of the position of Commissioner of Human Resources by appointment be approved. CARRIED

The relevant by-law 2013-192 is listed under item 10 of the Minutes.

i) **Property Tax Appeals**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the City Tax Collector dated 2013 11 04 pursuant to Section 357 and 358 of the *Municipal Act 2001* be approved and that the tax records be amended accordingly. CARRIED

j) **2012 Results Under the Municipal Performance Measurement Program**

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Audits and Capital Planning concerning 2012 results under the Municipal Performance Measurement Program be received as information. CARRIED

k) **Nine Month Financial Report**

The report of the Manager of Finance and Budgets was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Finance and Budgets dated 2013 11 04 concerning Nine Month Financial Report to September 30, 2013 be received as information. CARRIED

l) **Local Immigration Partnership**

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

The relevant By-law 2013-202 is listed under Item 10 of the Minutes.

m) **Amount of Outdoor Recreation Space in Sault Ste. Marie**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Community Services dated 2013 11 04 concerning Amount of Outdoor Recreation Space in Sault Ste. Marie be received as information. CARRIED

**n) Walk of Fame Update**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Commissioner of Community Services dated 2013  
11 04 concerning Walk of Fame Update be received as information. CARRIED

**o) Contract 2013-11E – Fermented Sludge Recycle**

The report of the Land Development and Environmental Engineer was received by Council.

The relevant By-law 2013-194 is listed under Item 10 of the Minutes.

**p) Repairs to Bridges and Culverts – September 9-10, 2013 Flooding**

The report of the Director of Engineering Services was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that due to damage to municipal bridges and culverts as a result of the September 9 – 10, 2013 flooding:

- The majority of the 2014 \$2.5M capital budget for bridges and aqueducts be applied to the bridge structural and scour repairs to bridges No 8, Allen's Side Road, No. 10, Fourth Line, No 31, Old Goulais Bay Road, No. 7, Old Garden River Road, No. 1, Great Northern Road, as well as scour and erosion issues on several other bridges and culverts;
- Avery Construction be authorized to proceed with repairs to Bridge No. 8 on Fourth Line at a cost of \$168,794;
- Belanger Construction be authorized to proceed with the temporary bypass bridge to facilitate repairs to Bridge No. 31 on Old Goulais Bay Road at a cost of \$86,895;
- Avery Construction be authorized to proceed with complete reconstruction of Bridge No. 10 on Allen's Side Road at a cost of \$368,313;
- Palmer Construction Group be authorized to complete repairs to the Rosedale ravine box culvert for a cost of \$55,000;
- Tulloch Engineering be retained through an engineering agreement for design and construction administration for bridge and box culvert repairs for an estimated fee of \$185,000;
- STEM Engineering be authorized to provide engineering design and construction administration for repairs to the Rosedale ravine box culvert for an estimated fee of \$5,000;

- the City's \$20,000 share of the cost of new orthophotography in 2014 be covered under this capital budget; and that

the Engineering Division report back to Council for approval of remaining components when more detailed costs are known. CARRIED

**q) Solar Photovoltaic FIT Applications**

The report of the Environmental Initiatives Co-ordinator was received by Council.

The relevant By-law 2013-203 appears under Item 10 of the Minutes.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2013 11 04 concerning Solar Photovoltaic FIT Applications be received as information. CARRIED

**r) Licence of Occupation of City Property – 160 Kehoe Avenue**

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-law 2013-195 is listed under item 10 of the Minutes.

**s) Lane Closing Application – Cornwall and York Subdivision, Plan 703**

The report of the City Solicitor was received by Council.

The relevant By-laws 2013-190 and 2013-191 appear under item 10 Minutes.

**t) Hub Trail Third Line Parking Lot**

The report of the Planning Division was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 04 concerning Hub Trail Third Line Parking Lot be received as information and that funding for this project be referred to the 2014 Budget (Supplementary). CARRIED

**u) Correspondence from the Municipal Property Assessment Corporation concerning Property Assessment Notices was received by Council.**

**v) The City of Sault Ste. Marie Credit Rating**

The report of the Commissioner of Finance and Treasurer was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 11 04 concerning City of Sault Ste. Marie Credit Rating be received as information. CARRIED

w) **Solar Photovoltaic Fit Applications**

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

The relevant By-law 2013-207 appears under Item 10 of Minutes.

x) **Council Travel**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that Councillor Lou Turco be authorized to travel to the FONOM Board meeting being held in Manitoulin Island (2 days in November) at no cost to the City and the AMO Board meeting being held in Toronto (2 days in November) at a cost of \$300.

## **PART TWO – REGULAR AGENDA**

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

**(1) ADMINISTRATION**

**(2) COMMUNITY SERVICES DEPARTMENT**

**(3) ENGINEERING**

a) **Sidewalk Construction – From 303/313 McDonald to Pine Street, South Side**

The report of the Director of Engineering Services was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Director of Engineering Services dated 2013 09 23 concerning Sidewalk Construction – from 303/313 MacDonald Avenue to Pine Street, South Side be accepted and the recommendation to have the sidewalk proposal proceed through the local improvement process be approved. CARRIED

**(4) FIRE**

**(5) LEGAL**

**(6) PLANNING**

- a) **Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road**

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2013 11 04 concerning Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road be received and that City Council postpone this application until such time as the current Rural Area Severance Policies can be reviewed and that City Council refer the Rural Area Severance Policy Review to the Planning Advisory Committee. DEFEATED

Moved by: Councillor B. Watkins

Seconded by: Councillor F. Fata

Resolved that the report of the Planning Division dated 2013 11 04 concerning Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road be received and that City Council approve this application. CARRIED

- b) **Application No. A-25-13-Z – filed by McRain Developments Inc. – 219 Industrial Park Crescent**

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 04 concerning Application No. A-25-13-Z – filed by McRain Developments Inc. – 219 Industrial Park Crescent be received and that City Council rezones the subject property from "M2" (Medium Industrial Zone) to "M2.S" (Medium Industrial Zone with a Special Exception) to permit a crematorium in addition to the uses permitted in an "M2" Zone. POSTPONED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that Application No. A-25-13-Z – filed by McRain Developments Inc. – 219 Industrial Park Crescent be postponed indefinitely at the request of the applicant. CARRIED

**(7) PUBLIC WORKS AND TRANSPORTATION**

**(8) BOARDS AND COMMITTEES**

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

- a) Moved by: Councillor P. Christian  
Seconded by: Councillor S. Butland  
Whereas municipalities across Ontario continue to pay increased public liability insurance premiums; and  
Whereas municipalities across Ontario continue to shoulder the lion's share of higher court awards for injury claims; and  
Whereas fewer insurance companies are willing to underwrite municipal liability insurance policies as a result of these escalating costs which in turn will likely mean even higher insurance premiums as a result of limited competition; and  
Whereas the Association of Municipalities of Ontario is leading the fight to have legislative changes enacted that would address these escalating insurance costs.  
Now Therefore Be It Resolved that City Council support the Association of Municipalities of Ontario in its efforts to seek joint and several liability reform in Ontario and calls on the Provincial Government to pursue much needed changes to the *Negligence Act*, and  
Further that this resolution be forwarded to the Ministry of the Attorney General.  
**CARRIED**
- b) Moved by: Councillor R. Niro  
Seconded by: Councillor S. Myers  
Whereas a stable and secure housing system that creates and maintains jobs and allows for a range of living options is essential to attracting new workers, meeting the needs of young families and supporting seniors and our most vulnerable citizens; and  
Whereas the high cost of housing is the most urgent financial issue facing Canadians with one in four people paying more than they can afford for housing, and mortgage debt held by Canadians now standing at just over \$1.1 trillion; and  
Whereas housing costs and, as the Bank of Canada notes, household debt, are undermining Canadians' personal financial security, while putting our national economy at risk; and  
Whereas those who cannot afford to purchase a home rely on the short supply of rental units, which is driving up rental costs and making it hard to house workers in regions experiencing strong economic activity; and  
Whereas an inadequate supply of subsidized housing for those in need is pushing some of the most vulnerable Canadians on to the street, while \$1.7 billion annually in federal investments in social housing have begun to expire; and  
Whereas co-ordinated action is required to prevent housing issues from being offloaded onto local governments and align the steps local governments have already taken with regard to federal/provincial/territorial programs and policies; and  
Whereas the Federation of Canadian Municipalities (FCM) has launched a housing campaign, "*Fixing Canada's Housing Crunch*," calling on the federal government to increase housing options for Canadians and to work with all

orders of government to develop a long-term plan for Canada's housing future; and

Whereas FCM has asked its member municipalities to pass a council resolution supporting the campaign; and

Whereas our community has continuing housing needs, such as safe, secure and affordable housing for low income community members and accessible housing units, that can only be met through the kind of long-term planning and investment made possible by federal leadership;

Therefore Be It Resolved that Council of the City of Sault Ste. Marie endorses the FCM housing campaign and urges the Minister of Employment and Social Development to develop a long-term plan for housing that puts core investments on solid ground, increases predictability, protects Canadians from the planned expiry of \$1.7 billion in social housing agreements and ensures a healthy stock of affordable rental housing for Canadians.

Be It Further Resolved that a copy of this resolution be sent to the federal Minister of Employment and Social Development, to the Minister of Municipal Affairs, to Sault Ste. Marie Member of Parliament Bryan Hayes, to the Federation of Canadian Municipalities and to the Algoma District Municipal Association.

CARRIED

c) Moved by: Councillor S. Myers

Seconded by: Councillor T. Sheehan

Whereas City Council has received a local improvement petition requesting the installation of a sidewalk on the south side of MacDonald Avenue in front of civic numbers 303 and 313 MacDonald Avenue known as Parkview and Pinecrest condominiums; and

Whereas this sidewalk is being requested to provide a safe and accessible walkway year round;

Now Therefore Be It Resolved that this sidewalk request be approved for construction in 2014. REFERRED

Moved by: Councillor L. Turco

Seconded by: Councillor S. Butland

Resolved that agenda item 7.(c) be referred to the 2014 budget deliberations.

CARRIED

d) Moved by: Councillor S. Myers

Seconded by: Councillor L. Turco

Whereas the current rate of mileage reimbursement for Ontario Disability Support Program (ODSP) clients is \$0.185 per km. and most of the time falls short of covering the cost of gas; and

Whereas this rate has not been reviewed in many years even though the cost of gas has risen substantially in recent years; and

Whereas this shortfall has caused further hardship to many in our community who are in need of this assistance;

Now Therefore Be It Resolved that this matter be referred to the Sault Ste. Marie and Area District Social Services Administration Board for review and recommendations around possible solutions. CARRIED

- e) Moved by: Councillor S. Butland  
Seconded by: Councillor R. Niro  
Resolved that the feasibility of approving a moratorium on the consideration of rural area severance applications be reviewed by appropriate staff and reported back to Council at the December 2, 2013 Council meeting. CARRIED

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

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

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

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

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that all by-laws listed under Item 10 of the AGENDA save and except by-laws 2013-192, 2013-202, 2013-203 and 2013-207 under date 2013 11 04 be approved. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-187 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 633 Wallace Terrace (Destiny Christian Centre Algoma) be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-188 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 609 Shafer Avenue (624 Wellington West Inc.) be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-189 being a by-law to designate the lands located at 609 Shafer Avenue an area of site plan control (624 Wellington West Inc.) be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-190 being a by-law to assume for public use and establish as a public lane, a lane in the Cornwall & York Subdivision, Plan 703 be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-191 being a by-law to stop up, close and authorize the conveyance of a lane in the Cornwall & York Subdivision, Plan 703 be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-192 being a by-law to appoint Peter Niro as Commissioner of Human Resources effective March 1, 2014 and to repeal By-law 95-156 be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

**Pecuniary Interest – Councillor R. Niro – relative of appointee**

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-193 being a by-law to amend Schedules "A, E, F, G, H, K, O, P, and W" of Traffic By-law 77-200 be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-194 being a by-law to authorize execution of a contract between the City and McLeod Bros. Mechanical Inc. for the Fermented Sludge Recycle project at the East End Wastewater Treatment Plant and to authorize the contingency value for McLeod Bros. Mechanical Inc. be increased from Three Thousand (\$3,000.00) Dollars to Ten Thousand (\$10,000.00) Dollars for a total value of Fifty Two Thousand Eight Hundred and Fifty-Two (\$52,852.36) Dollars and Thirty-Six Cents (including HST) (Contract 2013-11E) be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata  
Seconded by: Councillor S. Myers  
Resolved that By-law 2013-195 being a by-law to authorize an agreement between the City and Beverley Pearce as Licencee to permit an accessibility ramp to be placed on the Kehoe Avenue boulevard in front of the Licencee's

property at 160 Kehoe Avenue be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-197 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on London Street from North Street to Tancred Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be READ a FIRST and SECOND time in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-198 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on March Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be READ a FIRST and SECOND time in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-199 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on St. Andrew's Terrace from John Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be READ a FIRST and SECOND time in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-200 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Forest Avenue from The Crescent to Simpson Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be READ a FIRST and SECOND time in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-201 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-202 being a by-law to authorize the execution of a Local Immigration Partnership Contribution Agreement Amendment between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time

period of October, 2013 to March 31, 2014 be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Pecuniary Interest – Councillor J. Krmpotich – family member is involved with agreement.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-203 being a by-law to authorize the execution of eight (8) Municipal Council Support Resolutions to support eight (8) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Pecuniary Interest – Councillor S. Butland – relative involved in certain applications.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-205 being a by-law to permit the temporary closing of various streets to facilitate the annual Rotary Santa Claus parade on November 23, 2013 be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-206 being a by-law to permit the temporary closing of Queen Street from Pim Street to Dennis Street on the 21<sup>st</sup> day of November, 2013 from 5:30 p.m. to 11:00 p.m be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-207 being a by-law to authorize the execution of two (2) Municipal Council Support Resolutions to support two (2) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program be PASSED in open Council this 4<sup>th</sup> day of November, 2013. CARRIED

Pecuniary Interest – Councillor S. Butland – relative involved in certain applications.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2013-208 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be PASSED in open Council this 4<sup>th</sup> day of November, 2013. 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 M. Bruni  
Seconded by: Councillor T. Sheehan  
Resolved that this Council now adjourn. CARRIED

## Malcolm White

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**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** Thursday, November 07, 2013 5:05 PM  
**To:** Malcolm White  
**Subject:** AMO Breaking News - Fall Economic Statement Highlights

### TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

November 7, 2013

### 2013 Fall Economic Statement Highlights

Today the Minister of Finance, the Honourable Charles Sousa, delivered the Fall Economic Statement. Prior to its tabling, AMO was provided with a pre-briefing of key municipal issues. The Statement reconfirmed elements of the spring budget and set out several new reviews.

The provincial government is forecasting a deficit of \$11.7 billion for the 2013-14 fiscal year. This is a slight improvement over the previous forecast of a \$13.3 billion deficit. Other highlights are below:

The Province will conduct three new reviews:

#### 1. Education Property Tax

Since 1998, the growth in education property revenues has remained stable. The government will explore options to protect this revenue base. Depending on how the government "avoid[s] further erosion of the support that property taxes provide to Ontario's elementary and secondary schools"; municipal "property tax room" could be affected. For the last 15 years, the Province has offset reassessment impacts by resetting education tax rates. This has, according to Don Drummond's report, "been positive for municipalities, as it has offset the impact of municipal tax increases on taxpayers and reduce[d] pressure on municipalities to limit tax increases".

In addition, the government will also review options towards establishing a uniform Business Education Tax rate across the province. While variances have narrowed considerably, the Province will explore Drummond recommendations related to increasing some low Business Education Tax rates while continuing to reduce high rates.

#### 2. Provincial Land Tax Review

For many years, northern municipalities have been concerned with issues of tax equity, specifically related to the levying of Provincial Land Tax (PLT). PLT is the property tax levied in the unincorporated areas of the north. The Province sets the tax rate which has not been adjusted in decades. The government will undertake a review in consultation with a broad range of stakeholders including municipalities. Rates for 2014 will be kept at 2013 rates while this review is underway. Tax rates in unincorporated areas outside of municipal boundaries have been much lower for several decades. In fact, 90% of residential properties pay less than \$325. This has encouraged development in unincorporated areas while increasing demands for municipal service without offsetting tax revenue.

#### 3. Municipal Licensing of Towing

The government's intention to develop a province-wide system to oversee the towing industry to combat insurance fraud was also included. Municipalities currently have the authority to license tow trucks.

The following initiatives were re-confirmed:

#### **1. Permanent Municipal Infrastructure Fund**

The Statement confirms that details regarding the promised permanent fund will be released in the 2014 Budget. AMO continues to meet with the Ministry of Infrastructure on infrastructure matters.

#### **2. Ontario Municipal Partnership Fund**

The Fund's phase-down to \$500 million by 2016 is reconfirmed. It is expected 2014 municipal allocations will be announced very shortly, reflecting a \$25 million reduction notwithstanding our advice.

#### **3. Services to Seniors**

Recommendations from Dr. Samir Sinha's report, "Living Longer, Living Well," will continue to be implemented and will include, "increasing investment in home and community care services to better meet patients' needs and moving care out of the much more costly hospital setting". While AMO is supportive in principle of programs such as community paramedicine, the delivery or expansion of such programs must be accompanied by appropriate provincial funding and not be funded from property taxes

#### **4. Provincial Infrastructure Plan**

The government will legislate that the Province develop rolling 10 year infrastructure investment plans to promote the development of long-term strategic investments. A new Trillium Trust will be established to fund future long-term infrastructure investments. Initially, it will be funded from the proceeds of government asset sales which will allow funds from those sales to be transparent and available for further infrastructure projects.

**AMO Contact:** Matthew Wilson, Senior Advisor, [mwilson@amo.on.ca](mailto:mwilson@amo.on.ca), 416-971-9856 ext. 323

**PLEASE NOTE** AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER** These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

**Malcolm White**

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**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** Tuesday, November 12, 2013 3:37 PM  
**To:** Malcolm White  
**Subject:** Latest on Need to Improve Interest Arbitration

November 12, 2013

As you may know, the Ministry of Labour has asked AMO to participate in a facilitated process to resolve broadly held concerns about Ontario's interest arbitration system.

Simply put, the current interest arbitration process can take too long, disregards the wage increases that other municipal employees negotiate, and ignores the financial conditions of individual communities. AMO believes that the interest arbitration process is intended to ensure fairness for everyone – emergency service workers, municipal employers, other municipal employees and taxpayers. We have proposed modest changes that we feel would increase accountability and better meet the intent of interest arbitration.

It has been rumoured that the Ministry of Labour has a new report on the matter – and there have been rumours that AMO has been unwilling to meet with the Ministry or participate in the facilitated process. The Ministry advises that it does not have a new report. Furthermore, AMO is participating in the facilitated discussions with the union associations, and AMO is always willing to meet with the Ontario Government on this topic and any other. Meetings with our Ontario Government colleagues, on a broad range of matters, are a routine practice.

It is never easy to discuss matters involving compensation. The details can be complicated, there are many perspectives and emotions can run high. For that reason, AMO has tried to be very clear about our concerns and proposals.

You may be asked about AMO's position, and you may receive information that comments on AMO's proposals. To that end, we have put clear information within an interest arbitrations section on AMO's website at [www.amo.on.ca](http://www.amo.on.ca). In addition, we have produced a short video that explains AMO's position. It may assist you when discussing interest arbitration concerns within your community.

We recognize that there may be passionate debate about this topic, and we suspect that AMO will be criticised by some for voicing its concerns. That is a fair and reasonable part of the democratic process. At the same time, we feel that these conversations need to take place. Emergency service costs have been growing at an alarming rate, despite the weak economy. Increased labour costs account for the lion's share of this growth, and these growing costs have an impact on the affordability of all municipal programs and services.

Pat Vanini  
Executive Director

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Ville de Lac-Mégantic



Cabinet du Maire

Le 31 octobre 2013

Mrs Debbie Anaroso, mayor  
 The Corporation of Sault Ste-Marie  
 P.O. Box 580  
 Sault Ste-Marie (Ontario) P6A 5N1

**RECEIVED**  
 NOV 12 2013  
**MAYOR'S OFFICE**

Objet : Lettre de remerciements pour don au fonds Avenir Lac-Mégantic

Madame,

Vous le savez, la vie quotidienne de tous les résidents de Lac-Mégantic a été touchée de façon dramatique dans la nuit du 5 au 6 juillet dernier quand le déraillement de ce fameux train est venu interrompre le cours habituel de nos vies. Pendant les premières semaines, toute notre énergie a été mobilisée pour répondre le plus rapidement et le plus adéquatement possible à tous les besoins exprimés, ou non, par notre population, si durement éprouvée.

Mais le temps passe et nos regards se tournent maintenant vers le futur. Avec l'implication pleine et entière de tous les membres du Conseil municipal, avec le dévouement sans borne de tous les employé(e)s de la Ville de Lac-Mégantic, avec le soutien de tous les paliers de gouvernements et de nos partenaires, avec la vision des chefs de file de notre communauté et avec la volonté très affirmée de notre population de se remettre sur pied dès que possible, nous ferons de notre nouveau centre-ville un lieu inspiré et inspirant.

Ce qui nous aide énormément depuis le début de cette tragédie, ce sont les gestes d'encouragement qui nous arrivent de partout. Parmi ceux-ci, nous sommes particulièrement sensibles à celui que nous recevons de votre part. La généreuse contribution de 7 500 \$ versée au fonds Avenir Lac-Mégantic fera certainement une différence pour les citoyens sinistrés de notre ville. Nous voulons vous remercier de tout cœur pour cette marque de compassion et pour tous les bons mots que vous avez eus à notre égard.

Je vous prie de bien vouloir accepter, Madame, mes meilleures salutations, celles de tous les membres du Conseil municipal ainsi que de toute la communauté de Lac-Mégantic.

La mairesse,

*Colette Roy Laroche*

Colette Roy Laroche

CRL/dl

5(c)

City of Greater Sudbury  
Ville du Grand Sudbury



November 7, 2013

RECEIVED  
NOV 13 2013

MAYOR'S OFFICE

Her Worship Debbie Amaroso  
Mayhor of Sault Ste. Marie  
99 Foster Drive, P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

Dear Madam Mayor,

705.671.2489  
[www.greatersudbury.ca](http://www.greatersudbury.ca)  
[www.grandsudbury.ca](http://www.grandsudbury.ca)

The Ring of Fire is critical to our economic future and represents an opportunity to create long-term prosperity and economic growth. Many northern cities and communities will benefit for this project, as will the Province. Unfortunately, the Ring of Fire is facing obstacles and the project is on hold. We believe the Provincial Government needs to step in and work with all parties to find a solution to get this project moving.

On October 29, 2013, the attached resolution was unanimously approved by the Greater Sudbury City Council requesting that the Provincial Government make the Ring of Fire a priority and take immediate action to work together and find a solution.

The Province has always played a lead role in brokering and funding transportation solutions in the Greater Toronto Area. Right now for example, the Province is the driving force behind MetroLinx. This resolution calls on the Province to play the same leadership role in the Ring of Fire that it routinely plays in southern Ontario.

On behalf of City Council, I sincerely hope that you will endorse this motion and let your provincial members know that the Ring of Fire must be a priority for all of Ontario. As Mayor of the City of Greater Sudbury, I thank you for your support.

Yours sincerely,

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

Marianne Matichuk,  
Mayor, City of Greater Sudbury

**CITY COUNCIL****R E S O L U T I O N****No. CC2013-333****Date 2013-10-29**

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WHEREAS the Ring of Fire is the largest deposit of chromite in North America;

AND WHEREAS Federal Representatives have stated that the Ring of Fire represents a once-in-a-life opportunity to create jobs and generate growth and long-term prosperity for northern Ontario and the nation;

AND WHEREAS Provincial Representatives have called the region home to one of the most promising mineral development opportunities in Ontario in more than a century;

AND WHEREAS the Provincial Government established a Ring of Fire Secretariat to develop the chromite and other deposits in the Ring of Fire as quickly as possible;

AND WHEREAS the chromite project is expected to directly employ over 1200 people across northern Ontario, with over \$3 billion in capital expenditures creating at least 2500 jobs during the construction phase;

AND WHEREAS the Ring of Fire project is facing significant obstacles;

THEREFORE BE IT RESOLVED THAT the Provincial Government be requested to make the Ring of Fire a priority and take immediate action to work with all parties to resolve outstanding issues, including the question of the proposed North-South transportation corridor;

AND THEREFORE BE IT FURTHER RESOLVED THAT this resolution be forwarded to Premier Kathleen Wynne, Minister of Northern Development and Mines, The Honourable Michael Gravelle, FONOM, NOLUM, Tim Hudak, Leader of the Official Opposition, Andrea Horwath, Leader of the NDP and Northern Ontario's Members of the Provincial Parliament (MPPs).

## **Ontario Proposing a Black Bear Management Pilot in North**

*Government Committed to Sustainable Bear Management, Public Safety*

November 14, 2013 11:00 a.m.

Ontario is proposing a pilot program that will enhance public safety while offering an effective response to nuisance bear issues in the north.

Ontario has proposed a two-year bear management pilot program in wildlife management units 13, 14, 29, 30, 36, 39, 41 and 42, all of which have reported high levels of nuisance bear activity. Communities in and around these units include Timmins, Thunder Bay, Sudbury, Sault Ste. Marie and North Bay. A limited bear hunt open to Ontario residents only would take place from May 1 to June 15, 2014 and 2015.

Under the proposed pilot, hunting bear cubs or females with cubs would be illegal. The province will monitor and evaluate the success of this pilot project on an ongoing basis.

In order to participate, municipal councils would have to pass a resolution agreeing to opt into the program. Ontario will continue to work with municipalities on ways to limit human-bear interactions.

We will work together as One Ontario to build a successful, compassionate and united province where everyone has the opportunity to connect, contribute and enjoy a high quality of life.

### **QUOTES**

" Public safety is paramount and Ontarians should feel safe in their communities. We have heard increasingly from some northern Ontario municipalities that they are concerned about public safety and human-bear conflicts. In response, we are taking action in a strategic way to address the areas of highest incidence."

- David Orazietti

Minister of Natural Resources

" Sault Ste. Marie is remarkable for its natural beauty, a quality that brings residents and visitors in close contact with wildlife of all kinds. City council will continue to encourage residents to take preventive measures. However, this pilot is a new measure we can add to the tools at our disposal to keep people safe from nuisance bears."

- Debbie Amaroso

Mayor of Sault Ste. Marie

" The increase in human-bear conflicts in northern municipalities has put local residents at risk and has created safety concerns for police. This new provincial proposal is a positive step towards addressing this very real problem and represents a clear sign from the province that they have listened to northerners and are serious about improving safety for those who are forced to deal with nuisance bears on a daily basis."

- Paul Cook

Chief of Police for North Bay, President of the Ontario Association of Chiefs of Police

" Everyone wants to do their part to keep our children safe. I'm pleased to see the action being taken to protect all residents, particularly school children, from nuisance bears here in Sault Ste. Marie and in other communities in Northern Ontario."

- Lucia Reece

Director of Education, Algoma District School Board

" We teach children that respect for nature is at the core of our values. However, when it comes to child safety, it is important that we look for ways to balance human-bear interactions over the long term."

- John Stadnyk

Director of Education, Huron-Superior Catholic District School Board

" As a mayor and a northerner I understand the dangers nuisance bears can cause and the public safety issue they create. I wholeheartedly support this pilot project and I am grateful for the government's leadership on this important issue."

- Tom Laughren

Mayor of Timmins

## QUICK FACTS

- Ontario is home to a healthy and sustainable black bear population with up to 105,000 black bears living in the province.
- Currently across Canada, each province and territory with black bears has a spring and fall bear hunt except Nova Scotia and Ontario, which only have fall hunts.
- The public will be invited to comment on the two-year pilot project through Ontario's Environmental Registry in 2014.

## LEARN MORE

- [Learn more about what you can do to keep bears out of your neighbourhood.](#)

51d

- Find out who to contact if you encounter a bear.
- Learn about black bears in Ontario.
- Read about black bear hunting in Ontario.

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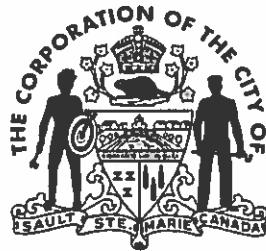
**Media calls only:** Media Desk Communications Services Branch  
416-314-2106

**Media calls only:** Andrew Donnachie Minister's Office  
416-314-2198

**Available Online**  
Disponible en Français

5(f)

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



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

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

**RE: STAFF TRAVEL REQUESTS**

Dear Council:

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

1. **Frank Bentrovato – Engineering & Planning – Building Division**  
Small Buildings – 2006 Training Course  
December 16 - 20, 2013  
Woodbridge, Ontario  
Estimated total cost to the City - \$ 2,375.15  
Estimated net cost to the City - \$ 2,375.15
  
2. **Ramona McLennan – Social Services – Ontario Works Division**  
SAIL Champions Regatta  
December 10 -11, 2013  
Toronto, Ontario  
Estimated total cost to the City - \$ 526.72  
Estimated net cost to the City - \$ 526.72
  
3. **Lauren Perry – Fire Services – Emergency Services Division**  
Emergency Public Information Workshop  
November 27, 2013  
Elliot Lake, Ontario  
Estimated total cost to the City - \$ 128.50  
Estimated net cost to the City - \$ 128.50
  
4. **Nuala Kenny – Legal Department**  
The Municipal Law Departments Association of Ontario  
December 5 – 6, 2013  
Toronto, Ontario  
Estimated total cost to the City - \$ 650.57  
Estimated net cost to the City - \$ 650.57

5. Peter Tonazzo – Engineering & Planning – Planning Division  
Property Entry, RMI and RMO Training  
December 2 – 6, 2013  
Toronto, Ontario  
Estimated total cost to the City - \$ 1,550.75  
Estimated net cost to the City - \$ 1,550.75

Yours truly,

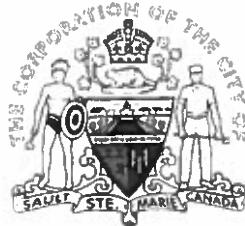


JMF: bb

Joseph M. Fratesi  
Chief Administrative Officer

5(g)

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  
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E-Mail:  
[jfratesi@cityssm.on.ca](mailto:jfratesi@cityssm.on.ca)  
[b.berlingieri@cityssm.on.ca](mailto:b.berlingieri@cityssm.on.ca)

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

**RE: Financial Assistance to the Philippines**

**PURPOSE**

The purpose of this report is to recommend to City Council that it make a donation to the Canadian Red Cross for its work in providing assistance to the Philippines following the recent Typhoon Haiyan on November 8, 2013.

**BACKGROUND**

As Council is well aware, the Philippines experienced a devastating typhoon on Friday, November 8, 2013 with as many as 10,000 people estimated to have been killed. As well, the country has suffered a significant loss of many of the homes and businesses of the people that reside on these small islands.

Sault Ste. Marie is now the home of many people who emigrated here from the Philippines and who currently have family still residing in that country. Our Federal government is providing both financial assistance as well as personnel who will travel to the Philippines to help deal with this "state of calamity".

Our City is well known for providing assistance to other communities, both in Canada and abroad, when disaster strikes. Financial assistance was provided over recent years to assist in the aftermath of the Italian earthquakes, the Indian Ocean Earthquake and Tsunami of 2004, the Haiti earthquake of 2010, the train derailment of 2013 in Lac-Mégantic, Quebec, as well as various flooded communities in Ontario. (Thunder Bay, Elliot Lake and Wawa)

As in the past, the City of Sault Ste. Marie and its residents offer not only our condolences, but also financial assistance to the Red Cross of Canada for Philippine assistance which the government of Canada has pledged to match.

**ANALYSIS**

Not Applicable

5(g)

## **IMPACT**

These unexpected donations are not budgeted for but can be appropriately covered under "Unforeseen Expenses" as in the past, should Council agree.

## **STRATEGIC PLAN**

Not Applicable

## **RECOMMENDATION**

It is my recommendation that City Council offer its sincerest condolences to the people of the Philippines and that it authorize a donation in the amount of \$7,500 to the Canadian Red Cross to assist in both the disaster relief and rebuilding of the country. Though this community may be many miles away, the loss of life and the extent of damage that the Philippines has incurred (and will be incurring) rebuild is one of the worst cases in recent International history,

Sault Ste. Marie continues to enjoy the reputation of being a caring community and one that is prepared to help its world neighbours when in need. Though this \$7,500 was not budgeted for, it would be appropriate to take it from the Unforeseen Account funds to assist the Philippines.

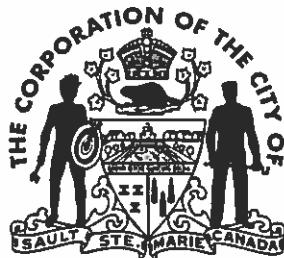
Respectfully submitted,



JMF:bb

Joseph M. Fratesi  
Chief Administrative Officer

Peter A. Liepa  
City Tax Collector



Finance Department  
Tax & Licence Division

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

### RE: Property Tax Appeals

#### PURPOSE

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

#### BACKGROUND

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

#### ANALYSIS

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

#### IMPACT

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

#### STRATEGIC PLAN

Not applicable

#### RECOMMENDATION

That the report of City Tax Collector dated 2013 11 18 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,

Peter A. Liepa  
City Tax Collector

Recommended for approval,

William Freiburger  
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer

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

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

DATE: 2013 11 18  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2013			CANCELLATIONS		TOTAL	
			TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	ADJUSTMENT	
010-005-011	00031 Trunk Road	Riocan Holdings Inc.	CT/ST	D	13-010	14,788.78	0.00	14,788.78	
020-012-007	01085 Queen Street East	Briglio Enrico	RT	F	13-011	1,186.70	41.48	1,228.18	
020-042-181	00063 East Street	Sar Gin Developments (Sault) Ltd.	CT	D	13-012	6,928.85	0.00	6,928.85	
030-027-018	00144 Tilley Road	Schryer Sarah Dawn	Keenan Timothy J.	RT	13-013	61.32	0.00	61.32	
030-070-090	00724 Great Northern Road	Coulter's Motel Ltd.	CT/RT	D	13-014	5944.84	0.00	5,944.84	
030-075-049	00864 Second Line East	Huron Superior Catholic District School Board	RT	B	13-015	200.35	2.43	202.78	
030-088-099	00744 Old Goulais Bay Road	Slater Roger Frederick	Slater Gail Margaret	RT/CT	C	13-016	3,003.35	180.47	3,183.82
060-008-078	00545 Connaught Avenue	Fecteau Robert		RT	F	13-017	67.17	1.24	68.41
060-045-009-45	00150 Palomino Drive	City of Sault Ste. Marie	RT	B	13-018	22.83	0.00	22.83	
<b>Certified Correct</b>			<b>REPORT TOTAL</b>			<b>32,204.19</b>	<b>225.62</b>	<b>32,429.81</b>	

Peter A Liepa  
Tax Collector

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

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

5(h)

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

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

DATE: 2013 11 18  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2012			TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL ADJUSTMENT
			TAXES	INTEREST							
020-012-007	01085 Queen Street East	Briglio Enrico	RT	F	12-050				414.54	21.01	435.55
030-080-013	00137 Sharon Crescent	Cameron John Alexander	Denny Sharon Elizabeth	RT	D	12-051			186.90	0.00	186.90

Certified Correct:

Peter A Liepa  
Tax Collector

REPORT TOTAL	601.44	21.01	622.45
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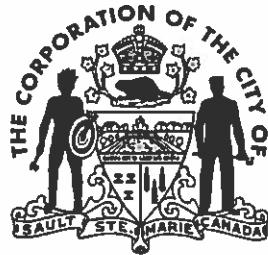
- A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)  
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F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS

5(h)

**Shelley J. Schell, CPA, CA**  
**Manager of**  
**Finance and Budgets**

**Finance Department**



2013 11 18

**Mayor Debbie Amaroso and  
Members of City Council**

**RE: 2014 USER FEES – BY-LAW 2013-204**

**PURPOSE**

Under the Municipal Act, section 391(1) municipalities have the authority to impose fees or charges for any activity or service that they provide. The schedules to By-law 2013-204 attached are the recommended changes for 2014, with an effective date of January 1, 2014.

**BACKGROUND**

User fees are one of the few controllable sources of revenue that can reduce reliance on property taxes. The rational for user fees is that those who clearly benefit from the service should be the ones to pay for it. Constraints exist that prevent full cost recovery for some activities and services, such as market pricing.

All departments have reviewed their applicable user fees and provide suggested increases to assist in deflecting additional costs anticipated for 2014. Service level changes are not reflected in the analysis and thus total budget impact may be more or less than shown.

**ANALYSIS**

**Clerks Department (Schedule A)**

Marriage licenses have been increased by \$5 to offset additional operating costs due to inflation.

**Community Services Department (Schedule B)**

As in prior years, a general 2% increase for the majority of fees was added. The intention is to offset any additional operating costs due to inflation. Reporting by facility is available and thus the impact of the fee increase on the levy is noted on the attached Impact Analysis Summary.

**Engineering and Planning (Schedule C)**

Rezoning application fees and Committee of Adjustment application fees are recommended for increase. The increases are required to bring the fee charged in line with the cost to provide the service.

**Finance (Schedule D)**

Increase to the accounting fee charged to the Library are recommended to account for inflationary operating cost changes.

**IMPACT**

The attached Impact Analysis Summary reflects the budgetary impact of additional revenue in the amount of \$43,515. The impact on the levy for Community Service facilities are reflected.

**STRATEGIC PLAN**

In accordance with the corporate missions statement:

"To provide quality and cost-effective municipal services in a responsible and supportive manner."

**RECOMMENDATION**

By-law 2013-204 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Manager of Finance and Budgets

Recommended for approval,



W. Freiburger CMA  
Commissioner of Finance and Treasurer

attachments



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

**THE CORPORATION OF THE CITY OF SAULT STE MARIE**  
**USER FEES AND SERVICE CHARGES BUDGET IMPACT**  
**2014**

Budget Impact is based upon same level of service as previous years budget,  
thus service level changes are not reflected.

<u>DEPARTMENT:</u>	<u>§</u>
Clerks	2,000

**Community Services Department**

Bondar Pavilion	205
Marina	17,315
Athletic Fields/Bellevue Park events	1,435
Historic Sites Board	150
John Rhodes Community Centre-Arena	8,420
John Rhodes Community Centre-Pool	7,528
McMeeken Centre	2,370
Essar Centre	2,515
Day Nurseries	1,360

**Engineering & Planning**

Rezoning	-
Committee of Adjustment applications	-

**Finance**

Accounting fees	215
-----------------	-----

**Fire Services**

-

**Legal**

-

**PWT**

-

43,513

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

**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "A"**

**CLERK'S DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>MARRIAGE LICENSES</b>			
- Sale of Marriage Licenses - per license	120.00	125.00	Exempt
<b>MAP SALES</b>			
- Sale of City Maps - per map	2.00	2.00	Inc
<b>ZONING BY-LAW SALES</b>			
- Sale of By-law 2005-150 - Paper Copy	100.00	100.00	Inc
- Sale of By-law 2005-150 - Paper Copy - Annual Update	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom - Annual Update	50.00	50.00	Inc
<b>OTHER</b>			
- Photocopying - per page	0.50	0.50	Inc

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

**USER FEE & SERVICE CHARGES - By-law - 2013-204 - Schedule B**

**COMMUNITY SERVICES DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>BONDAR PAVILION</b>			
- Full Day Rental - Non Profit Group	145.00	147.90	Add
- Part Day Rental - Non Profit Group	90.00	91.80	Add
- Full Day Rental - Commercial	552.00	563.04	Add
- Part Day Rental - Commercial	287.00	292.74	Add
- Wedding Receptions	631.00	643.62	Add
- Clean Up - Minor	53.00	54.06	Add
- Clean Up - Major	212.00	216.24	Add
- Barriers	1.10	1.12	Add
- Tables	4.25	4.34	Add
- Chairs	0.45	0.46	Add
- Sound System (per day)	26.50	27.03	Add
- Kitchen (per day)	53.00	54.06	Add
- Supervision of Volunteers (per hour)	15.75	16.07	Add
- Alcohol event admin fee per event per day	28.70	29.25	Add
<b>MARINA FEES</b>			
- Fuels	Road Price + \$ 0.02	Road Price + \$ 0.02	
- Sewage Pumpouts - per service	10.40	10.50	Add
- Cruise Ship Dockage Fee - rate per meter	5.20	5.20	Add
- Cruise Ship - Passenger disembarkment/embarkment fee	1.50 / passenger	1.50 / passenger	Add
- Bondar - Slip Rental - Daily - per foot	1.24	1.25	Add
- Bondar - Slip Rental - Weekly - per foot	6.72	6.85	Add
- Bondar - Slip Rental - Monthly - per foot	19.60	20.00	Add
- Bondar Dock - Ship/Barge Dockage (per metre)	0.15 / hr	0.16 / hr	Add
	1.56 / day	1.60 / day	Add
	30.60/month	31.20/month	Add
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	4.16	4.24	Add
- Bellevue - Slip Rental - Weekly - Serviced per foot	5.22	5.50	Add
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	19.78	20.18	Add
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	22.92	23.38	Add
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	12.48	12.73	Add
- Bellevue - Slip Rental - Monthly - Serviced per foot	14.56	15.15	Add
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	27.04	27.04	Add
- Bellevue - Slip Rental - Seasonal - Serviced per foot	31.24	31.24	Add
- Bellevue - Slip Rental - Daily - Serviced per foot	1.24	1.26	Add
- Bellevue - Slip Rental - Daily - Non Serviced per foot	1.06	1.08	Add
- Launch Ramp Fee - Daily	6.00	6.00	Included
- Launch Ramp Fee - Seasonal	51.99	53.00	Add
- Winter Storage - Monthly per foot	1.55	1.60	Add
- Slip Cancellation Fee	25.00	25.00	Included
- September Special	50% fee discount	50% fee discount	Add
<b>LEADERSHIP DEVELOPMENT</b>			

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- Leadership Courses - varies per content	\$ 10. To \$ 25	\$ 10. To \$ 25	Included
- Weekend Seminars - varies per content	\$ 25. To \$ 60	\$ 25. To \$ 60	Included
<b>SENIOR CITIZENS ADVISORY COUNCIL</b>			
- Fee in lieu of Other User Fees	16,800.00	16,800.00	Included
<b>DAY NURSERIES</b>			
Subsidized Child Care based on ability to pay (per day)	1.75 to 36.40	1.75 to 36.40	Exempt
Unsubsidized - Before School	9.49	9.67	Exempt
Unsubsidized - Before and After School	18.50	18.87	Exempt
Unsubsidized - After School	12.14	12.38	Exempt
Unsubsidized- Full Day Preschool	37.14	37.88	Exempt
Unsubsidized - Full Day Toddler	39.66	40.45	Exempt
Unsubsidized - Full Day Infant	45.00	45.90	Exempt
<b>MUNICIPAL BEST START PROGRAM</b>			
Subsidized Child Care based on ability to pay (per day)	1.75 to 37.27	1.75 to 37.27	Exempt
Unsubsidized-Full Day	38.03	38.79	Exempt
Unsubsidized - Before School	9.49	9.67	Exempt
Unsubsidized - After School	12.14	12.38	Exempt
Unsubsidized - Before and After School	18.50	18.87	Exempt
Note - a 5.0 % discount applies to all fees paid 3 months in advance			
<b>ARENA FEES</b>			
- Soo Greyhounds - agreement covered by separate By-law			
- Admission - High school Hockey - Adults	3.32	3.54	Add
- Admission - High school Hockey - Students & Seniors	2.66	2.88	Add
- Admission - High school Hockey - Children	2.43	2.66	Add
- Ice Rentals - per hour - Prime Time - Adult	137.57	140.32	Add
- Ice Rentals - per hour - Prime Time - Youth	127.55	130.10	Add
- Ice Rentals - per hour - Prime Time - Organized	108.89	111.07	Add
- Ice Rentals - per hour - Prime Time - Tournament	80.79	82.41	Add
- Ice Rentals - per hour - School Board	80.79	82.41	Add
- Ice Rentals - per hour - Non Ice (Lacrosse)	50.77	51.79	Add
- Ice Rentals - per hour - Non Prime Time - Winter -Adult	80.79	82.41	Add
- Ice Rentals - per hour - Non Prime Time - Adult - Summer	117.24	119.58	Add
- Ice Rentals - per hour - Non Prime Time -Youth - Winter	80.79	82.41	Add
- Ice Rentals - per hour - Non Prime Time -Youth - Summer	96.52	98.45	Add
-Ice Rentals - per hour - Individual Training up to 3 skaters	n/a	40.00	Add
-Essar Centre Angelo Bumbacco Room-Full Day	250.00	255.00	Add
-Essar Centre Angelo Bumbacco Room-1/2 Day or 1/2 room	150.00	153.00	Add
-Essar Centre Multi Purpose Room 1/2 Day	50.00	51.00	Add
-Essar Centre Multi Purpose Room Full Day	100.00	102.00	Add
<b>ARENA FEES (continued)</b>			
- Ice Skating - Admission - Adult	2.88	3.10	Add
- Ice Skating - Admission - Student	2.21	2.43	Add
- Ice Skating - Admission - Senior	2.21	2.43	Add
- Ice Skating - Admission - Child	1.99	2.21	Add
- Rental of McMeeken or Rhodes Centre - per day	885.00	902.70	Add

<b>POOL FEES</b>			
- Public Swim Admission - Adult Aquatics	4.07	4.16	Add
- Public Swim Admission - Senior Aquabics	3.01	3.10	Add
- Public Swim Admission - Adult	4.07	4.15	Add
- Public Swim Admission - Child / Senior	2.66	2.74	Add
- Public Swim Admission - Family	10.18	10.40	Add
- Pool Rental - per hour - Competitive Teams	45.48	46.39	Add
- Pool Rental - per hour - School Boards - includes 3 instructors	92.98	94.84	Add
- Pool Rental - per hour - Public - includes lifeguards	101.07	103.09	Add
- Public Lessons - per lesson + surcharge	6.90	7.04	Add
- Swim Meet - Special Rate (per hour) plus expenses	35.37	36.08	Add
- John Rhodes meeting room rental up to 3 hours plus expenses	36.41	37.14	Add
- John Rhodes meeting room rental daily rates plus expenses	104.00	106.08	Add
<b>WEST END COMMUNITY CENTRE</b>			
-Single Turf Field Rental Per Hour-Prime Time	120.00	120.00	Add
-Single Turf Field Rental Per Hour-Non-Prime Time	75.00	75.00	Add
<b>RENTALS</b>			
- Rental Gymnastics Club - Rhodes Centre - per month			
- Rental Restaurant - Rhodes Centre - per month			
- Rental Pro Shop - Rhodes Centre - per month			
The above Rentals are governed by Agreements approved by Council.			
<b>ATHLETIC FIELDS</b>			
- Slowpitch Fields - Adult per diamond per evening	57.34	58.48	Add
- Youth Ball - per diamond per evening	28.67	29.24	Add
- Slowpitch (Ball) Fields - Tournaments per Diamond per Day	36.69	37.50	Add
- Sault Amateur Soccer Association - Adult per field per night	57.34	58.48	Add
- Sault Youth Soccer Association - per field per night	28.67	29.05	Add
- Soccer Tournaments - per field per day	36.69	37.50	Add
- Cricket - per field per day	n/a	37.50	Add
- High School Soccer - per field per day	28.67	29.24	Add
- High School Soccer Tournament- per field per day	36.69	37.50	Add
- Steeler Football - per game	458.81	468.00	Add
- Touch Football-Rocky DiPietro with lights	n/a	58.48	Add
- Touch Football - per field per night	28.67	29.24	Add
- High School; Football - per game	335.00	341.70	Add
- Dressing Room Rental per event	28.67	29.24	Add
- Public Address System - per event	28.67	29.24	Add
- Beer Garden - per event per day	28.67	29.24	Add
- Sabercats Football - per game	229.47	234.06	Add
- Soo Minor Football - per evening (practice)	28.67	29.24	Add
- Soo Minor Football - per day game fee (QE "B")	114.65	116.94	Add
- Soo Minor Football - fee for Rocky DiPietro Field per day	229.43	234.02	Add
- Speed Skating Club - per competition	573.50	584.97	Add
- Special Event Booking - Event more than 500 people	557.13	568.27	Add
- Special Event Booking - Event more than 200 people	278.54	284.11	Add
- Special Event - Garbage Pick-up and Recycling	212.26	216.50	Add

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-Ultimate Frisbee - per field per night	n/a	29.24	Add
-Sport field lining - special request	n/a	278.54	Add
<b>BELLEVUE PARK</b>			
- Facility Booking - per booking	28.67	29.24	Add
- Special Event Booking - Event more than 250 people	557.13	568.27	Add
- Special Event Booking - Event less than 250 people	278.54	284.11	Add
<b>HISTORIC SITES BOARD (Fees set by Historic Sites Board)</b>			
- Membership - Adult	12.00	12.00	Add
- Membership - Family	20.00	20.00	Add
- Membership - Senior	5.00	5.00	Add
- Membership - Group/Business	25.00	25.00	Add
- Admission - Adult	8.00	10.00	Included
- Admission - Seniors / Children	6.00	8.00	Included
- Admission - Child under 5 years of Age	Free	Free	Add
- Admission - Family	22.00	25.00	Included
- Admission - Self Guided Group (10 or more ) Adults	5.00	8.00	Included
- Admission - Self Guided Group (10 or more ) Seniors/Children	4.00	6.00	Included
<b>Education Tours - per student (basic rate)</b>	2.00	3.00	Exempt
( basic rate X length of program + activity cost)			
- JK & SK = 1 hour			
- Grades 1 to 7 & Christmas = 1.5 hours		4.00	Exempt
- Baking \$ 0.50 / student/ item)			
- Take Home Craft \$ 1.00 / student + item		5.00	
- Christmas - per student - (includes craft and baking)	3.75	3.75	Exempt
- Brownie / Guide - 2 hour program - per participant (follow fees of Ed)	5.00	6.00	Exempt
- Sparks / Beavers - 1.5 hour program - per participant (follow Fees of Ed)	5.00	5.00	Exempt
- workshops of any kind - minimum 1.5 hrs per participant	10.00 + supplies	10.00 + supplies	Add
- Outreach rental of education Kits	25.00/ 2 weeks	25.00/ 2 weeks	Add
- Outreach Programs	25./ hr + supplies	25./ hr + supplies	Add
- Birthday Parties	Min \$100/ \$10 ea	Min \$100/ \$10 ea	Add
<b>- Special Events &amp; Happenings in the House</b>			
- Special Events Tea - per person	6.00	8.00	Included
- Fur Festival - per person	5.00	5.00	Included
- Blueberry Tea - per person	6.00	8.00	Included
- Blueberry - Pancake Breakfast - adult	8.00	8.00	Included
- Blueberry - Pancake Breakfast - senior	7.00	7.00	Included
- Blueberry - Pancake Breakfast - child (over 3 yrs)	5.00	5.00	Included
-Festival Events - per person	5.00	5.00	Included
- Evening in the Summer Kitchen	50.00	50.00	Included
- Christmas Open House -	Admission Fee	Admission Fee	Add
- Heritage Lunch (per person)	15.00	15.00	Included
- Heritage Dinner (per person)	30.00	30.00	Included
<b>- Special Rate - Cultural Passport</b>	% of Full Rate	% of Full Rate	No
<b>- Special Rate - Marketshare Tourism Pass</b>	% of Full Rate	% of Full Rate	No
Brick Purchase (Walkway to History)	50.00	50.00	No
Plaque Purchase (Walkway to History)	100.00 to 500.00	100.00 to 500.00	No
<b>Site User Fees: (Weddings, parties, Photographs, Film Crews)</b>			
Basic Rental Not for Profit - 1/2 day (up to 4 hrs.)	100.00	100.00	Add
Basic Rental Commercial - 1/2 day (up to 4 hrs.)	250.00	250.00	Add

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Basic Rental Not for Profit - Full day (4 to 10 hrs.)	150.00	150.00	Add
Basic Rental Commercial - Full day (4 to 10 hrs.)	450.00	450.00	Add
Basic Rental for Wedding Ceremony and/or photographs	200.00	200.00	Add
Basic rental for Film Crew (per hour)	100.00	100.00	Add
Supervisory Fees (added to basic rental rate) (per hour)	10.00	10.00	Add
Photography Fee (\$50 per 1/2 hour)	50.00	50.00	Add
<b>Research User Fees</b>			
Individual research request	10.00	10.00	Add
Yearly research privileges	50.00	50.00	Add
Reproduction Fees - photocopying (per page)	0.25	0.25	Add
Reproduction Fees - photograph scans (printed/disk)	5.00	5.00	Add
Map reproduction - will be subject to the sq. ft. rate of another business plus (administration fee)	\$25.00	\$25.00	Add
Previously HST added			

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - By-law - 2013-204 - Schedule C**  
**ENGINEERING & PLANNING DEPARTMENT**

Services Offered	2013 Current Fee	2014 Proposed Fee	GST/HST Included or Added
<b>PRINCE TOWNSHIP PLANNING FEES</b>			
- Retainer for Building Inspections and Plans Examinations (now included in By-law 2012-49)			
<b>REZONING FEES</b>			
- Sale of City Official Plan	\$ 30.00 / plan	\$ 35.00 / plan	Exempt
- Official Plan Amendment	\$ 1600.00 / amend	\$ 2000.00 / amend	Exempt
- Rezoning Application Fee	\$ 1600.00 / app	\$ 2000.00 / app	Exempt
- Combined Official Plan & Rezoning Application	\$ 2500.00 / app	\$ 3000.00 / app	Exempt
- Subdivision Approval Fee	\$ 3000.00 / app	\$ 3500.00 / app	Exempt
- Condominium Approval Fee	\$ 2500.00 / app	\$ 3000.00 / app	Exempt
- Site Plan Review (Development Control)	\$ 650.00 / app	\$ 800.00 / app	Exempt
- Signs - Minor Amendment	\$ 250.00 / sign	\$ 300.00 / sign	Exempt
- Deferred Application	\$ 50.00 / app	\$ 75.00 / app	Exempt
- Deferred Application if new Notice is Required	\$ 250.00 / app	\$ 275.00 / app	Exempt
- Preparation of a Subdivision Agreement	\$2500 / app	\$3000 / app	Exempt
- Staff Attendance at OMB Hearings **	\$500/hearing day	\$500/hearing day	Exempt
<b>COMMITTEE OF ADJUSTMENT FEES</b>			
- Minor Variance Application (Single Unit Residential)	\$ 350.00 / app	\$ 400.00 / app	Exempt
- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	\$ 450.00 / app	\$ 500.00 / app	Exempt
- Minor Variance Application (Multiple Unit >4 & Other Zones)	\$ 550.00 / app	\$ 600.00 / app	Exempt
- Deferred Minor Variance Application	50.00 / app	50.00 / app	Exempt
- Consent Application (Lot Addition)	\$ 500.00 / app	\$ 500.00 / app	Exempt
- Consent Application (New Lot Creation)	\$500 + \$300 /lot/app	\$600 + \$300 /lot/app	Exempt
- Final Consent Application	\$ 100.00 / deed	\$ 150.00 / deed	Exempt
- Deferred Application Fee - No New Notice	75.00 / app	75.00 / app	Exempt
- Deferred Application Fee if New Notice Required	1/2 App Fee	1/2 App Fee	Exempt
- Property Standards Appeal Fee	\$ 100.00 / app	\$ 200.00 / app	Exempt
<b>SEWER CONNECTIONS</b>			
- 100 mm diameter lateral per connection	\$3,720.00	\$3,795.00	Exempt
- 150 mm diameter lateral per connection	\$4,020.00	\$4,105.00	Exempt
- Additional Connection Charges			
- Class A Pavement - Additional Charge	\$1,910.00	\$1,950.00	Exempt
- Class B Pavement or Surface Treatment- Additional Charge	\$1,550.00	\$1,585.00	Exempt
- Curb and Gutter - Additional Charge	\$1,080.00	\$1,105.00	Exempt
- Concrete Sidewalk - Additional Charge	\$1,320.00	\$1,350.00	Exempt
- CCTV Sewer Inspection	\$170.00 / hour	\$175.00 / hour	Inc
- Sewer Camera Inspection	\$165.00	\$170.00	Add
<b>CULVERTS</b>			
- Single Driveway	\$1,320.00/ Driveway	\$1,350.00/ Driveway	Exempt
- Double Entrance Driveway	\$2,574.00 / Driveway	\$2,630.00 / Driveway	Exempt
<i>Additional Charges</i>			
- Culvert Couplings	\$ 65.00 / coupling	\$ 65.00 / coupling	Inc
- Additional Culvert length	\$ 225.00 / meter	\$ 230.00 / meter	Inc
<b>DIGITAL DATA FEES</b>			
- Info Light (Vector) / 1998 1km sq Raster Tiles	\$25.00 / tile	\$25.00 / tile	Inc
- Full data Extract	250.00	250.00	Inc
Contours and Base Data	100.00	100.00	Inc
-2012, 2008, 2004 Raster Data	500.00	250.00	Inc
-2014 Raster Data (pending)	0.00	500.00	
- Plan and Profile Drawings	\$10/sheet	\$10/sheet	Inc
- Lawyer Requests for Sanitary/Lateral Services	\$25	\$25	Inc

**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "D"**  
**FINANCE DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>LOTTERY LICENCES</b>			
- Raffle under \$ 50,000 value	\$ 10.00 or 1 % of the Prize Value	\$ 10.00 or 1 % of the Prize Value	Exempt
- Raffle over \$ 50,000 value	to Province	to Province	Exempt
- Bingo - prize under \$ 5,500	\$ 10.00 or 1 % of the Prize Value	\$ 10.00 or 1 % of the Prize Value	Exempt
- Bingo - prize over \$ 5,500	to Province	to Province	Exempt
- Bazaar ( Maximum 3 wheels )	\$ 10.00 / wheel	\$ 10.00 / wheel	Exempt
- Nevada Tickets	3% of Prize Value	3% of Prize Value	Exempt
<b>GENERAL LICENCES</b>			
- Pawnbroker ( Annual )	\$250.00	\$250.00	Exempt
- Peddler - Resident Produce, Daily ( Annual )	\$250.00	\$250.00	Exempt
- Plumber - Master	\$20.00	\$20.00	Exempt
- Adult Entertainment Parlour - Owner / Operator - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Owner - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Operator - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Burlesque Attendant - Annual	\$75.00	\$75.00	Exempt
- Amusement Arcade (Annual)	\$250.00	\$250.00	Exempt
- Food Vending	\$225.00	\$225.00	Exempt
NOTE : Licence Fees for Taxis, Limousines etc are Governed by Police Services By-law 154 but Administered by the Tax & Licence Division.			
<b>PENALTIES &amp; INTEREST ON TAXES</b>			
- On the First Day after the due date	1.25 % / month	1.25 % / month	None
- On the First day of each month that the Taxes remain unpaid			
- On January 1st of the following year and each month thereafter			
<b>LIBRARY ACCOUNTING FEES</b>			
- Accounting / Data Processing Fees - Library Board	10,700.00	10,915.00	Exempt
<b>DSSAB ACCOUNTING SERVICES</b>			
- Accounting Services - District Social Services Admin Board	18,720.00	18,720.00	Added
<b>INTEREST - ACCOUNTS RECEIVABLE</b>			
- On all accounts more than 30 days old	1.25 % / month	1.25 % / month	None
<b>TAX CERTIFICATES</b>			
- Tax Certificate ( Certified Statement of Tax Account Status )	\$60.00	\$60.00	None
<b>TAX SEARCH &amp; CONFIRMATIONS</b>			
- Confirmation - Previous Years per property per year	\$10.00	\$10.00	None
- Multiple Tax Balances per Property (bank searches)	\$5.00	\$5.00	None
<b>EMPLOYEE PC PURCHASES</b>			
- Interest Charged on Computer Purchases by City Personnel	5.00%	5.00%	None

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "D"**  
**FINANCE DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>PAYROLL GARNISHEE</b>			
- Fee for Garnishee of payroll Cheque per pay per cheque	\$10.00	\$10.00	None
<b>NSF CHEQUE FEE</b>			
- Fee for a cheque being returned per cheque	\$35.00	\$35.00	None

**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "E"**  
**FIRE SERVICES**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>FIRE ALARM SYSTEM</b>			
- Installation / Hook up Charge	360.50	360.50	Add
- Annual Surveillance Fee	234.00	234.00	Add
<b>INSPECTION CHARGES</b>			
- File Search - Residential Property	62.00	62.00	Add
- File Search - Commercial Property	62.00	62.00	Add
- Field Inspection (Minimum charge of 1 hour)	62.00	62.00	Add
- Property Resale Inspection	108.00	108.00	Add
- Daycare Licensing Inspection	108.00	108.00	Add
<b>AIR BOTTLE REFILLS</b>			
- Refill per bottle	7.00	7.00	inc
<b>TRAINING</b>			
- Fire Extinguisher Training (per 2 hour session)	108.00	108.00	Add
<b>BURNING PERMITS</b>			
- New (First) Burning Permit	25.00	25.00	No
- Burning Permit - Annual Renewal	15.00	15.00	No
- Burning Permit - Weekly Fee	10.00	10.00	No

**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 Schedule "F"**  
**LEGAL DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS</b>			
Lyon's Building Centre (LYONS AVE & WELLINGTON) (L-14)	\$ 85.00 / month	\$ 85.00 / month	Add
STEELTON SENIOR CENTRE (no Rent - July & August) (L-203)	\$ 400.00 / month	\$ 400.00 / month	Add
BUILDING DIVISION RENT	\$100,000.00 annual	\$100,000.00 annual	Exempt
<b>ANNUAL ENCROACHMENTS</b>			
Nystedt, Dennis - 274 North Street	\$25.00/annual	\$25.00/annual	Add
Lyon's Building - 625 Queen Street East	\$25.00/annual	\$25.00/annual	Add
Cambrian Nissan - 460-468 Pim Street	\$25.00/annual	\$25.00/annual	Add
Flormor Automotive - 53,59 Great Northern Road & 7 Champlain	\$25.00/annual	\$25.00/annual	add
<b>CIVIC CENTRE - MEETING ROOMS (Full Day)</b>			
Council Chambers		\$255	
Russ Ramsay Board Room		\$102	
Biggins Meeting Room		\$102	
Thompson Meeting Room		\$102	
Plummer Meeting Room		\$51	
Korah Meeting Room		\$51	
Tarentorus Meeting Room		\$51	
Stellton Meeting Room		\$51	
GREAT LAKES POWER - PEOPLES ROAD (L-253)	\$ 200.00 / annual	\$ 200.00 / annual	Add
Part 65 OLD GARDEN RIVER ROAD (Sault Area Hospital) (L-322)	\$75,360 annual	\$75,360 annual	Add
Bell Mobility CATHCART St - WEST STREET (LE-67)	\$ 5,500 annual	\$ 5,500 annual	Add
Superior 7 Signs - 331 QUEEN ST E (L-317)	\$ 900.00 annual	\$ 900.00 annual	Add
Algo Signs - 723 Great Northern Road (2 signs) (L-283)	\$2,400.00 annual	\$2,400.00 annual	Add
Hopital Regional de Sudbury Regional Hospital (Part 65 Old Garden River Rd) (L-328)	\$5,850.00 annual	\$5,850.00 annual	Included
Superior 7 Advertising Ltd. - Sign - Lake Street (L-286)	\$950.00 annual	\$950.00 annual	Add
Sault Ste. Marie Model Aircraft Radio Control Club (L-326)	\$400.00 annual	\$400.00 annual	Add
Sault Ste. Marie Aquatic Club (L-230)	\$100.00 monthly	\$100.00 monthly	Add
Algoma Sailing Club (L-122)	\$100 / annual	\$100 / annual	Add
Rogers - 363 Second Line West (at Third Avenue) (L-334)	\$700.00 monthly	\$700.00 monthly	Add
Algoma Public Health Unit (LE-84)	\$10.00/year	\$10.00/year	Add
POA Rent-Civic Centre	\$4,714.50/month	\$4,714.50/month	Add
S&T Electrical Contractors (LE-39)		\$200.00 / month	Add

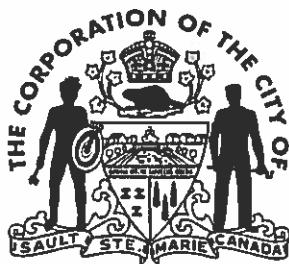
**CORPORATION OF THE CITY OF SAULT STE. MARIE****USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "G"****PUBLIC WORKS & TRANSPORTATION DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>TRANSIT CASH FARES</b>			
- Adults	\$2.50	\$2.50	Exempt
- Students	N/A	N/A	Exempt
- Seniors	\$2.50	\$2.50	Exempt
- Children (Youth)	\$2.50	\$2.50	Exempt
<b>TRANSIT BUS PASSES</b>			
- Monthly Pass - Adult	\$60.00	\$60.00	Exempt
- Monthly Pass - Student	N/A	N/A	Exempt
- Monthly Pass - Senior	\$50.00	\$50.00	Exempt
- Monthly Pass - Child (Youth)	\$25.00	\$25.00	Exempt
- Punch Pass - 20 Rides	\$40.00	\$40.00	Exempt
- Senior Multi 6 Ride Pass (60 years and over)	\$7.80	\$7.80	Exempt
- Senior Multi 12 Ride Pass (60 years and over)	\$15.60	\$15.60	Exempt
<b>TRANSIT PHOTO I.D. CARD</b>	\$ 4.00 / card	\$ 4.00 / card	Exempt
<b>TRANSIT CHARTERS - LOCAL</b>			
- Weekdays per hour (minimum 1 hour)	\$125.00/hr	\$125.00/hr	Add
- Sundays per hour (minimum 1 hour)	\$135.00/hr	\$135.00/hr	Add
- Statutory Holidays per hour (minimum 1 hour)	\$150.00/hr	\$150.00/hr	Add
<b>TRANSIT BUS ADVERTISING</b>			
- Governed by Agreement			
<b>COMMUNITY BUS CASH FARES</b>			
- Cash Fare	\$2.50	\$2.50	Exempt
- Punch Pass - 20 Rides	\$40.00	\$40.00	Exempt
<b>PARA BUS FARES</b>			
- Cash Fare	\$2.50	\$2.50	Exempt
- Ambulatory Cash Fare	\$2.50	\$2.50	Exempt
- Attendant Cash Fare	\$2.50	\$2.50	Exempt
- 40 Ride Pass	\$70.00	\$70.00	Exempt
- 10 Ride - Ambulatory Pass	N.A.	N.A.	
- 20 Ride - Ambulatory Pass	N.A.	N.A.	
- 40 Ride - Ambulatory Pass	N.A.	N.A.	
<b>MISCELLANEOUS TRANSIT SHOP SALES</b>			
- Labour	95.00	95.00	Add
- Bus Parking	\$ 20.00 / day	\$ 20.00 / day	Add
- Bus Parking - Monthly	\$ 225.00 / month	\$ 225.00 / month	Add

- Bus Wash	N/A	N/A	Add
- Bus Wash - by Hand	N/A	N/A	Add
- Bus - Mop and Sweep	N/A	N/A	Add
- Bus Vacuum	N/A	N/A	Add
- Battery Charge	N/A	N/A	Add
- Service Call - Regular Hours -	95.00	95.00	Add
- Service Call - After Hours -	\$130.00/ hr	\$130.00/ hr	Add
- Service Calls - Cost per kilometer -	\$ 0.45 / km	\$ 0.45 / km	Add
<b>SEWER RODDING</b>			
- Calls during regular Hours	\$140.00	\$140.00	Add
- Calls outside regular Hours	\$280.00	\$280.00	Add
<b>LANDFILL FEES (established by by-law 2003-140)</b>			
- Tipping Fee per tonne	70.00	70.00	No
- Gate Fee	10.00	10.00	No
- Out of town (Prince/Rankin) Tipping Fee per tonne	70.00	70.00	No
- Asbestos per bag following MOE Regulations (up to 4 bags)	50.00	50.00	No
- Asbestos bulk load - MOE Regulations per tonne after 4 bags	200.00	200.00	No
- Bio-Medical Waste per tonne per MOE Guideline	200.00	200.00	No
- Refrigerator/Freezer Disposal (untagged)	25.00	25.00	No
- Non Hazardous Industrial Solid Waste (for cover material)	35.00	35.00	No
- Non Hazardous Industrial Solid Waste (Non Useable)	70.00	70.00	No
-Residential pick up excess bag tag	2.00	2.00	No
<b>PARKING METERS</b>			
- Queenstown Area per hour	1.00	1.00	Included
- City Centre Area per hour	0.50	0.50	Included
<b>HOODING OF PARKING METERS</b>			
- Single Meter per day	4.00	4.00	Included
- Double Meter per day	8.00	8.00	Included
<b>PARKING LOTS</b>			
- Rental - Monthly	40.00	40.00	Included
- Yearly Rate - Non Refundable	411.00	411.00	Included
- Daily Rate	3.00	3.00	Included
<b>CEMETERY FEES * See By-law 2012-129</b>			

Jerry D. Dolcetti, RPP  
Commissioner

Don Maki, CBCO  
Chief Building Official



ENGINEERING & PLANNING  
DEPARTMENT

Building Division

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

## **RE: 2014 BUILDING PERMIT FEE INCREASE**

### **PURPOSE**

This report has been prepared to outline the proposed changes to Schedule "A" of Building By-Law 2008-148. The intent is to raise permit fees an average of 2% across all construction categories.

### **BACKGROUND**

The permit fee structure uses a service index charge for each square meter of new or altered floor space and is intended to be revenue neutral. The intent of the changes to the Building Code Act was to ensure that revenue would be more in line with expenditures. The fee structure was altered in 2006 to best match expenses. An open house was held on November 12, 2013 as required under the Building Code Act and information on the new fee structure was presented, along with reasons for the fee change and the latest fee report.

### **ANALYSIS**

Presently the Building Division's fee structure is relatively revenue neutral. In order to have revenue reflect increased expenditures it is proposed to increase permit fees by approximately 2% in all permit categories.

### **IMPACT**

A 2% increase would assist in covering the increased wage cost across the board. Last year we raised the permit fees by 5% and were able to increase revenue by approximately \$50,000.00 this year. These increases bring us to par with other Northern Municipalities. It can be projected that revenue will be relatively neutral and any surplus will be deposited in our reserve fund for the 2013 year. This ensured that fees paid for permits covered all costs related to Building Code enforcement. By ensuring the fee increase matches the future anticipated costs there should be no impact on the City.

### **STRATEGIC PLAN**

The proposed changes will further ensure fiscal responsibility. Our goal is to have revenue generated by permit fees meet anticipated expenditures related to enforcement of the Building Code Act.

**RECOMMENDATION**

It is recommended that the proposed amendments to the Schedule "A" of the Building By-Law 2008-148 be approved as provided.

Respectfully submitted,



Don W. Maki, CBCO  
Chief Building Official

DWM/ds

Attach.

Recommended for approval,



Jerry D. Dolcetti, RPP  
Commissioner Engineering & Planning

RECOMMENDED FOR APPROVAL

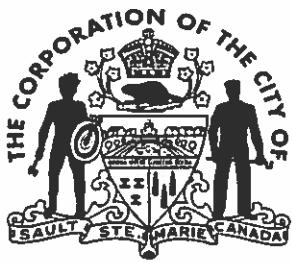


Joseph M. Fratesi  
Chief Administrative Officer

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Jerry D. Dolcetti, RPP  
Commissioner

Carl Rumiel, P. Eng  
Design & Construction Engineer



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 11 18

Files: B-97-09

Mayor Debbie Amaroso and  
Members of City Council

**RE: 2014 Engineering Agreements**

**PURPOSE**

The purpose of this report is to recommend that Council authorize engineering agreements with Kresin Engineering, AECOM, Genivar and STEM for their respective 2014 engineering assignments.

**BACKGROUND**

At the 2013 10 07 meeting, Council gave approval to enter into agreements with engineering consultants for engineering services for the 2014 Capital Road Reconstruction Program.

**ANALYSIS**

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services for the approved projects in the upcoming year.

**IMPACT**

The impact to the budget is the engineering fee estimates for the projects listed below.

- AECOM – resurfacing of Queen Street East – Pine Street to Gravelle Street (\$90,000)
- Genivar – reconstruction of Forest Avenue – the Crescent to Simpson Street (\$215,370)
- Kresin Engineering – reconstruction of St. Andrew's Terrace – John to North Street (\$293,500)
- AECOM – reconstruction of March Street – Queen Street to Wellington Street (\$190,000)
- Kresin Engineering – Bay Street Improvements Environmental Assessment (\$55,000)

These amounts are within the allocations in the approved 2014 Capital Works Budget except for the Bay Street EA which will come from the 2013 and 2014 Miscellaneous Construction Budget.

### STRATEGIC PLAN

Reconstruction of deficient roads is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

### RECOMMENDATION

It is recommended that Council authorize entering into agreements for engineering services with the engineering consultants listed in this report.

Bylaws 2013-217, 2013-218, 2013-219, 2013-220, and 2013-221 authorizing the execution of the agreements can be found elsewhere on this evening's agenda.

Respectfully submitted,



Carl Rumiell, P. Eng.  
Design and Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

CR/bb



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

Jerry D. Dolcetti, RPP  
Commissioner

Carl Rumiel, P. Eng  
Design & Construction Engineer



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 11 18

Files: A-10-7-02

Mayor Debbie Amaroso and  
Members of City Council

**RE: ENVIRONMENTAL ASSESSMENT  
THIRD LINE EAST AND BLACK ROAD REVISION TO PROJECT LIMITS**

**PURPOSE**

The purpose of this report is to recommend that Council authorize a revision to the project limits of the Environmental Assessment for Third Line East and Black Road. This will expand the scope from the Hospital Entrance to Second Line to also include the section of Black Road from Second Line to McNabb Street.

**BACKGROUND**

At the 2010 11 08 meeting, Council gave approval to enter into an agreement with AECOM to undertake the Environmental Assessment for Improvements to Third Line East and Black Road from the Hospital Entrance to Second Line East. This study is currently underway.

**ANALYSIS**

Given that the provincial Highway 17 (New) connection at Second Line East does not appear imminent at any time soon and that this section of Black Road is one of the only sections of former Connecting Link roads in the City that is still only two lanes, it is wise to include this portion of Black Road with any potential improvements. Further, the new hospital and high schools have forced traffic patterns to the north creating the need for improvements to this section of Black as well.

**IMPACT**

The impact to the budget is the engineering fee estimate of \$25,000 for the additional work. This amount is within the previously approved allocation under the 2013 Miscellaneous Construction Budget.

**STRATEGIC PLAN**

Road improvements such as widening are linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

**RECOMMENDATION**

It is recommended that Council authorize increasing the scope of work for the Environmental Assessment for Third Line East and Black Road to include the section of Black Road from Second Line East to McNabb Street for an additional \$25,000 in estimated engineering fees.

Respectfully submitted,



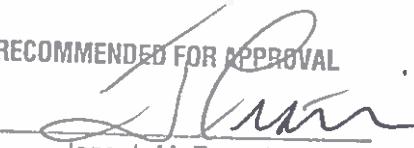
Carl Rumiel, P. Eng.  
Design and Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

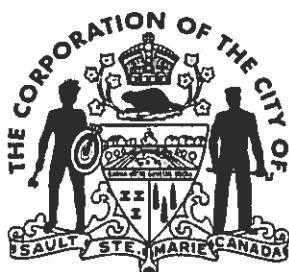
CR/bb

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

5(m)

Jerry D. Dolcetti, RPP  
Commissioner

Don Maki, CBCO  
Chief Building Official



ENGINEERING & PLANNING  
DEPARTMENT

Building Division

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

**RE: Building Condition Report for 503 Bay Street (former Northern Brewery)**

**PURPOSE**

This purpose of this report is to provide Council with an update regarding the above property and request approval to issue orders under the Property Standards Bylaw pertaining to safety conditions at the site.

**BACKGROUND**

On February 7 2013, the former Northern Brewery site known as 503 Bay Street had a major fire affecting the front office section of the building. An Order was issued to the owner to have this section of the building demolished, and this was completed on August 16, 2013. The structural safety of the remainder of the building has since come into question. The Building Division subsequently engaged Elliott Engineering to conduct a visual review of the entire structure to determine if there are signs of structural failure. This inspection was completed September 11, 2013 by Elliott Engineering and Building Division staff.

**ANALYSIS**

Elliott Engineering has filed their report as requested (see attached). The observations in the report outline that the building had been constructed in multiple stages through numerous additions using varying methods of construction to suit the time period. While there are a number of immediate concerns noted in the report, they have concluded that the building has a "low probability of collapse" at this time. However the building is in a general state of degradation and will continue in this manner until the building envelope is sealed. There is also an area of the roof structure that is flooded with water and is subjected to a load that may be exceeded when there is further snow accumulation this winter.

Elliott Engineering has recommended all penetrations through the roof assemblies be repaired to prevent water entry and further building deterioration, the roof section that appears to have a plugged roof drain be drained and have the roof drain made operational. The building should have all points of entry sealed to prevent further unwanted access into the building.

The minimum standards By-Law 2012-9 would require owners to maintain their buildings to a minimum standard that would protect the general public. Presently the concerns outlined

above would be considered violations of the Standards by-Law. The owner could be ordered to remedy this situation.

#### IMPACT

An order to remedy these items outlined in the Engineer's report would have no impact on the Corporation as the owner would be responsible to undertake any actions ordered. Upon failure to undertake action, the Property Standards Officer could, pending any appeals to the order, undertake any work necessary to remedy the orders including the demolition of the building. Any work undertaken by the Corporation would see all costs recovered through municipal taxes as stated in the Building Code Act

#### STRATEGIC PLAN

The matter is a public safety issue and is not affected by the Strategic Plan.

#### RECOMMENDATION

That the report of the Chief Building Official concerning 503 Bay Street be received and the recommendation that the City issue the following orders under the Standards By-Law to the owner to remedy the situation be approved, and that compliance be carried out forthwith and be completed by the date indicated:

- That all doors, windows or any other points of entry into the building be sealed to prevent unwanted entry – to be completed immediately;
- That all areas of the roof structure and roofing membrane be repaired to prevent entry of the elements – to be completed by December 31, 2013; and
- That the section of roof surface having the water ponding should be drained and the drain should be made operational to prevent further water accumulation – to be completed immediately.

Respectfully submitted,



Don Maki  
Chief Building Official

/bb  
Attach.

Recommended for approval,



Jerry Dolcetti, Commissioner  
Engineering & Planning Department



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer



## General Condition Review Letter

### Project No. E13166

---

**Subject:** Northern Breweries  
**Location:** 503 Bay Street, Sault Ste. Marie, Ontario  
**To:** Mr. Jerry Dolcetti, Commissioner of Engineering and Planning,  
Mr. Don Maki, Chief Building Official  
**From:** Mr. Pat Giunti, Mr. Stan Elliott, P.Eng  
**Date:** November 12, 2013

---

#### Preamble

Elliott Engineering Inc. was retained by the City of Sault Ste. Marie to perform a general review of the existing Northern Breweries Building. The request was prompted by the recent fire of February 7, 2013 and the potential failure of building elements due to the lack of maintenance and occupancy of the building. Demolition of the building affected by the fire took place from July 16, 2013 thru to August 16, 2013. This work was carried out by TC Contracting of Sault Ste. Marie.

On September 11, 2013 our Mr. Pat Giunti attended the site with City of Sault Ste. Marie staff members Mr. Don Maki, Chief Building Official, Mr. Freddie Pozzebon, Co-ordinator & Plans Examiner and Mr. Frank Bentrvato, Building Inspector to carry out the inspection.

Our belief is that the original building was constructed in and around the year 1900. With several subsequent additions and renovations occurring up until its closing in 2004. Very little historical data on additions and renovations were available from the Building Department. As of 2004 the building has been unoccupied with no heating, cooling or building maintenance being undertaken.



### Limitations

The review was a visual inspection only. No destructive testing was undertaken. No sampling or measuring was undertaken. This report is reflective of what could be observed from the floor level of any area being reviewed. This letter does not address environmental concerns but rather the general structural condition of the building. To the best of our collective knowledge there are no drawings available of the original building nor its subsequent additions except for the warehouse addition of 1982, which is at the south end of the facility. Due to this, rooms and areas will only be described in very general terms. Also there may be areas within the building that were not reviewed in that their existence was not known.

### Comments

The existing building is a multi-level structure encompassing a wide variety of construction types, with several renovations. The floor area exceeds 50,000 square feet. As noted above the structure has been vacant since 2004 with no maintenance or conditioning (heating or cooling) occurring since that time. Much of the existing facility equipment is still in place including vats, tanks and bottling machines. As well there is a tremendous stock pile of empty bottles, boxes, labels and other beer related processing materials scattered throughout the building. It must be noted that several windows and doors have been forced open and broken due to vandalism. This means that many parts of the building are open to the environment as well as to continued and ongoing vandalism, with the likelihood of rodent presence (pests). The presence of rodents was not the goal of the review and as such no rodent survey was conducted. A trained professional specializing in pest control would be required to make definitive judgment as to the level of infestation, if any.

There are three observed areas where the roof has penetrations from the outside leaving the interior exposed to the elements (snow and rain) which are entering the building (see attached location plan at the end of this document in the appendix). These areas show some degradation



of the structure around these penetrations as well as ceiling finishes pulling away from the structural supports. It must be noted that due to the size of the facility, its broken up construction and lack of complete building drawings, there may be additional areas of penetrations that were not identified during this walk through.

There are a few locations where water is entering the building at the eave locations along walls and through walls. Presently this is of low concern.

The roof membrane was not fully reviewed and was only examined from windows overlooking roof areas. A section of roof approximately 50' x 50' is retaining 6" of water (32psf / 1.53kPa). It is likely that the roof drains in this area are blocked. Water collecting on the roof has the characteristic of ponding. Ponding has the potential to overload sections of the roof. Especially during extreme rain events where accumulation of water can lead to roof failure. If left un-drained, this is compounded in winter due to accumulation of snow.

The roof (although a variety of construction types and assumed ages) is likely designed for a snow load of 40psf (1.92kPa) which equates to approximately 8" of standing water. This means that any significant rainfall or wet snow could potentially cause a collapse at the areas where ponding is occurring. This is a concern to our office. These areas are to be drained prior to the onset of full winter snow.

### Conclusions

The building and structure is generally in a state of continuing degradation and will continue to do so until the building envelope is sealed. Presently it is our belief that the building as a whole has a low probability of collapse. However those areas that have penetrations thru the roof will continue to deteriorate rapidly and may lead to localized failures of the roof and its surrounding structures. Areas where water is collecting on the roof should be drained to due to previously mentioned concerns of ponding. The penetrations thru the roof should be fixed as

5(m)



soon as it is reasonable to do so. Continued exposure to snow, rain and freeze/ thaw will cause those members and finishes exhibiting damage to progress further. Those windows and doors that have been broken and forced open should be sealed to prevent future vandalism as well as to prevent snow and rain from entering.

It is our opinion that beyond the items mentioned above that the structure is in a deteriorating state and likelihood of a complete collapse is quite low. Generally the condition of the structural elements (OWSJ, wood joists, columns) where visible and observed, appear to be in reasonably good condition. This however does not mean that those members are suitable for current design loads. If desired, a comprehensive load capacity review could be performed to verify member capacities. This review as stated above is a visual general review. No calculations of capacity have been performed. The building does not meet the present day levels in regards to building envelope and property standards as outlined in *By-Law 2012-9* of The Corporation of the City of Sault Ste. Marie (revised September 9, 2013).

If you have any questions or concerns, please do not hesitate to contact our office at your convenience.

Thank You,

A handwritten signature of Pat Giunti.

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Pat Giunti  
Inspector - Author

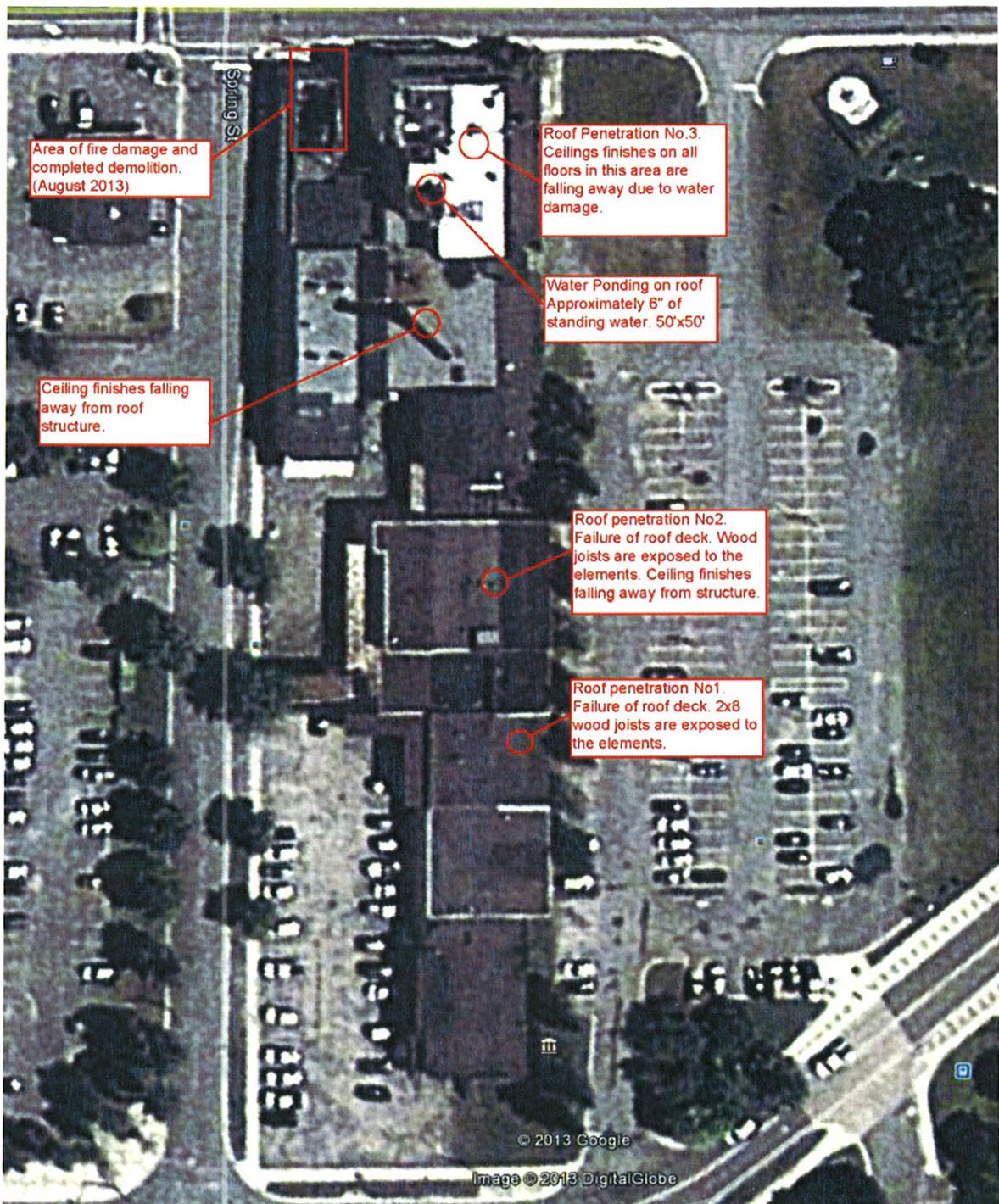
A handwritten signature of Stan Elliott.

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Stan Elliott, P.Eng  
Review Engineer



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Location Plan of 503 Bay Street, Sault Ste. Marie Ontario  
**'Northern Breweries'**

Northern Breweries – E13166  
November 12, 2013

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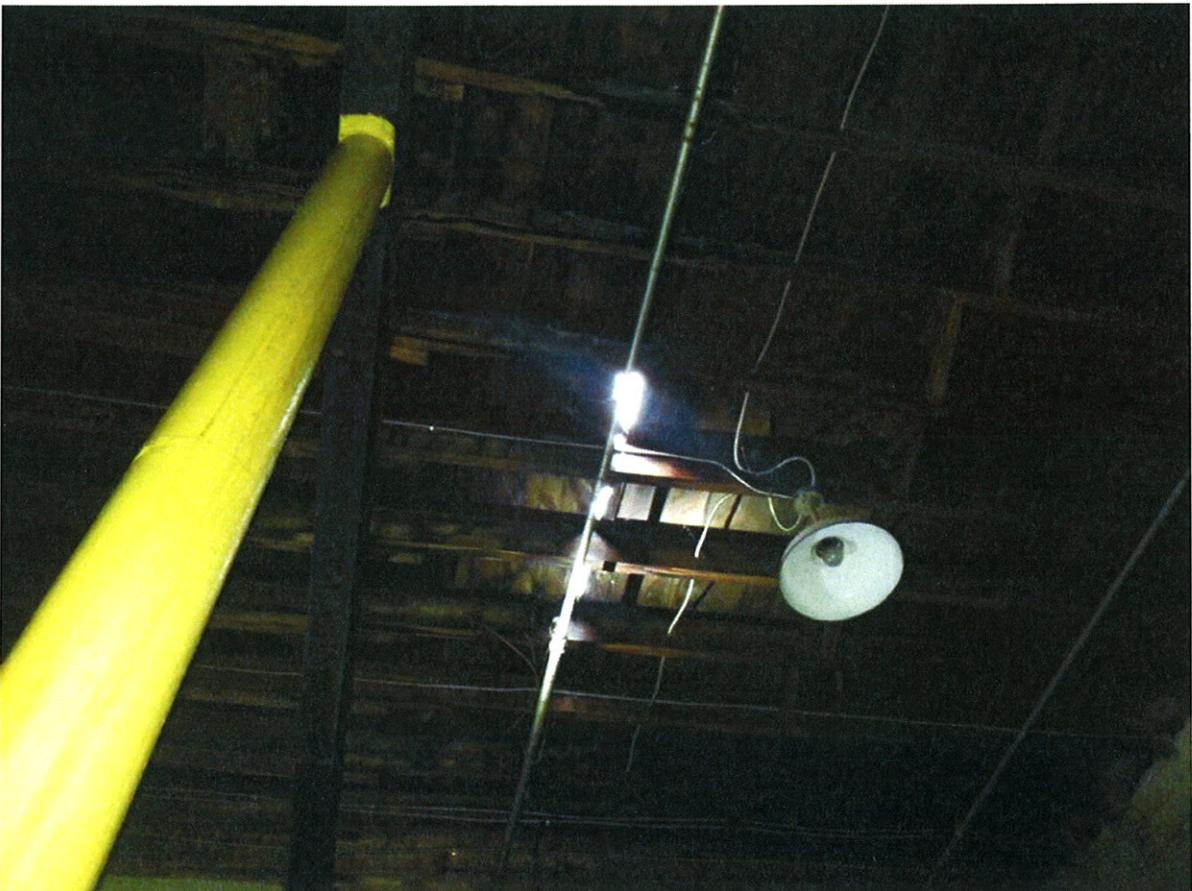


Photo No. 1  
**Roof Penetration No. 1**

5(m)



Photo No. 2  
**Roof Penetration No. 2**

Northern Breweries – E13166  
November 12, 2013

5(m)



Photo No. 3  
**Roof Ponding. Approximately 50'x50'**  
**This area must be drained.**



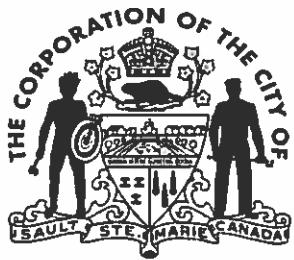
Photo No. 4

**Example of ceiling finishes falling away from roof and ceiling structures**

Northern Breweries – E13166  
November 12, 2013

Jerry D. Dolcetti, RPP  
Commissioner

Carl Rumiel, P. Eng  
Design & Construction Engineer



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 11 18

File: 2012-3E

Mayor Debbie Amaroso  
and Members of Council

## RE: REMOVAL OF RUBBER SIDEWALK - QUEEN STREET EAST

### PURPOSE

The purpose of this report is to inform Council that the rubber sidewalk installed as a pilot project on the south side of Queen Street East between Pim Street and Church Street is being removed and replaced with a standard concrete sidewalk.

### BACKGROUND

At the meeting of 2012 03 19, Council directed staff to include the installation of a rubber sidewalk as a pilot project in the reconstruction of Queen Street East. This work was completed in the fall of 2012 and has been monitored by City staff since then. The City also received a grant from the Ontario Tire Stewardship for this installation to help offset the added cost.

### ANALYSIS

In December of 2012 it was noticed that the sidewalk had begun to lift at the driveway entrance to Civic 855 Queen Street East causing potential tripping hazards. That section of the sidewalk was removed and replaced with concrete during the summer. Since that removal, we have had other complaints that the edges of the sidewalk are curling up and causing further pedestrian tripping hazards. In our opinion, the failure of this sidewalk is not a matter of faulty installation but simply an inappropriate use of the product, or at least Sault Ste. Marie has an inappropriate climate for the product.

Considering the risk of potential injury to pedestrians, City staff has proceeded with the complete removal of the rubber sidewalk. We have also informed the manufacturer and Ontario Tire Stewardship.

### IMPACT

There will be a \$17,000 increase in cost to the City to replace the rubber sidewalk. This will be covered under the 2013 allocation for the Reconstruction of Queen Street from Pim Street to Simpson Street.

2013 11 18

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## STRATEGIC PLAN

Since this work is related to road construction, it is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

## RECOMMENDATION

It is recommended that Council accept this report as information.

Respectfully submitted,



Carl Rumiel, P. Eng.  
Design & Construction Engineer

Recommended for Approval:



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

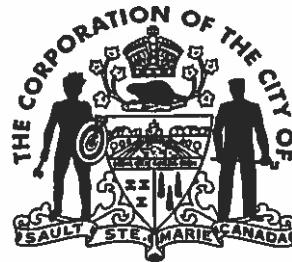
CR/bb



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

Jerry D. Dolcetti, RPP  
Commissioner

Donald B. McConnell, RPP  
Planning Director



ENGINEERING & PLANNING  
DEPARTMENT

Planning Division

2013 11 18

**Mayor Debbie Amaro  
and Members of Council**

**Re: Hub Trail and Cycling Master Plan – Additional Spokes and “Gaps” Assessment**

**PURPOSE**

The purpose of this report is to recommend that City Council authorize an agreement with MMM Group, in association with Kresin Engineering for preliminary design services for four additional cycling routes and Hub Trail “gaps”.

**BACKGROUND**

At a meeting on November 9, 2009, Council requested that staff report back on the feasibility and process of adding to the Hub Trail. Since that time, staff has consulted with both the Sault Trails Advocacy Committee and the public to identify a number of key cycling routes or “spokes” connecting other parts of the community to the Hub Trail. In a November 19, 2012 staff report, Planning staff identified seven key cycling routes and Hub Trail “gaps”, of which three were considered priorities.

At the June 10, 2013 meeting, City Council approved a contract with MMM Group, in association with Kresin, to conduct preliminary design and cost estimates for the three priorities. Subsequent to that approval, staff has been in discussion with Trans Canada Trails (TCT), a non-profit registered charity raising funds to build recreational trails that will connect through every province and territory. The City had submitted a funding application to TCT, and in August, 2013, was approved for \$30,000 towards Hub Trail and cycling design work. Given this funding approval, staff is requesting Council’s approval to retain MMM/Kresin to conduct preliminary design and cost estimation for the four additional spokes/Hub Trail “gaps” earlier identified by staff.

**ANALYSIS**

The additional routes to be assessed by MMM Group and Kresin include:

- Second Line West to Gros Cap, a continuation of the west route identified by Staff (and described in the next set of bullet points);

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Page 2

- Carmen's Way/Second Line Intersection cycling improvements, addressing the gap between the Fort Creek section of the John Rowswell Hub Trail and the section along Carmen's Way;
- Northern Avenue cycling lanes, addressing the Hub Trail gap between the central EMS Centre and the Finn Hill section of the trail network; and,
- Strathclair Spokes, establishing connections to the Strathclair Sports Complex from the John Rowswell Hub Trail network

The original key priorities, which are currently being assessed by MMM Group/Kresin include:

- A west route, between Great Northern Road and the westerly city limits,
- A north route along Old Garden River Road from Terrance Avenue to the northerly city limits; and,
- An east route, from Holy Cross Elementary School to the easterly city limits.

It should also be noted that one remaining Hub Trail "gap" will remain unresolved. This is the section of the route from the existing waterfront walkway to Carmen's Way. Currently, cyclists use portions of Canal Drive, Huron Street and Queen Street West, while pedestrians can use the existing sidewalks on these three roads. However, with the potential redevelopment of the former St. Mary's Paper site, the planned reconstruction of the International Bridge Plaza and the planned improvements to Huron Street, there is an opportunity to implement an off-road trail facility that will connect the Carmen's Way and waterfront sections of the Hub Trail. Staff is working with the stakeholders of both St. Mary's Paper (Blueforest Ventures) and the International Bridge Plaza, as well as the City's Engineering Division to coordinate the implementation of the Hub Trail in this area.

## **IMPACT**

The cost to review the additional cycling routes and Hub Trail "gaps" is \$18,300 including disbursements (not including HST). A work proposal, submitted by MMM Group is attached for Council's review. Given the funding received by Trans Canada Trail, there is no financial impact to the municipality.

## **STRATEGIC PLAN**

Addressing Hub Trail "gaps" and the implementation of the Cycling Master Plan are identified under Strategic Direction 3: Enhancing Quality of Life.

## **SUMMARY**

Planning staff is recommending an agreement with MMM Group, in association with Kresin Engineering, to review the following priority routes:

- Second Line West to Gros Cap;
- Carmen's Way/Second Line Intersections;
- Northern Avenue; and
- Strathclair Connections.

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Page 3

At this time, staff is also recommending that Council pass a resolution endorsing that the John Rowswell Hub Trail and the east, west and north routes identified in this report form part of the Trans Canada Trail. This will not require any formal changes to the name "John Rowswell Hub Trail"; however, the trail and the three routes will be marketed as being part of the national Trans Canada Trail system. Based on discussions with Trans Canada Trail, having Council's endorsement may facilitate future funding applications for trail construction.

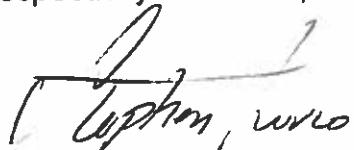
The proposed route along Second Line West includes Prince Township. Prince Township Council has been consulted and has expressed support for this project. The Council noted that paving the shoulders along Second Line West to improve safety for pedestrians and cyclists, and connecting with the Sault Ste. Marie trails and bike path system were identified as goals of the recently approved Prince Township Strategic Plan.

## RECOMMENDATION

It is recommended that City Council retain MMM Group, in association with Kresin Engineering to prepare preliminary design and cost estimation services, at an estimated cost of \$18,300 (not including HST) for the four routes identified in this report. By-law 2013-223 authorizing the execution of this agreement can be found elsewhere on this evening's agenda.

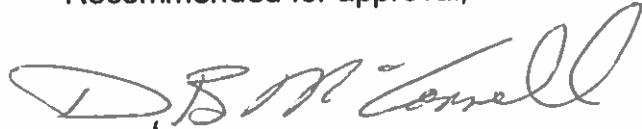
Furthermore, it is recommended that the John Rowswell Hub Trail and the proposed East, North, and West routes be endorsed for inclusion as part of the Trans Canada Trail.

Respectfully submitted,



Steve Turco, MCIP, RPP  
Planner

Recommended for approval,



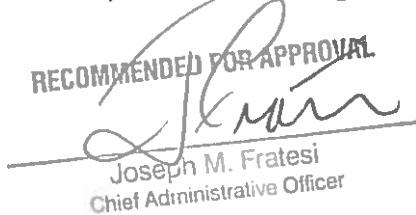
Donald B. McConnell, MCIP, RPP  
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

ST/ps  
attachment(s)

  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

MMM Group Limited  
582 Lancaster Street West  
Kitchener, ON Canada N2K 1M3  
t: 519.743.8777 | f: 519.743.8778  
[www.mmm.ca](http://www.mmm.ca)

October 22, 2013

Donald B. McConnell, MCIP RPP  
Planning Director  
The Corporation of the City of Sault Ste. Marie  
Civic Centre, 99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5X6

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**Re: Proposal for Priority Cycling Routes Preliminary Design Study  
Additional Spokes Assessment – Sault Ste. Marie and Prince Township**

---

Dear Mr. McConnell,

As requested, MMM Group (MMM) is pleased to the following proposal for your consideration. Work pertaining to this proposal includes the investigation and preliminary design of four additional cycling links, and a meeting with City's consultant on the Queen Street Reconstruction EA to discuss the potential of utilizing cycling lanes and other possible cycling infrastructure provisions along Queen Street from Pim Street to Gravelle Street. Each of these links is described further below, and also itemized in your memo request to MMM, received on October 10, 2013.

The following provides a brief description of our project team, our proposed work plan and fees to complete this work.

## 1.0 Project Team

We will continue with the same team that as described in our June 5, 2013 proposal. As requested we have also included the services Dave Richardson for the meeting regarding the Queen Street EA.

**Dave Richardson, P. Eng., PTOE**, is a Senior Project Manager in the Transportation Planning Department of MMM and a Partner of the firm. He has had extensive experience working on transportation master plans, and is a key resource for our Active Transportation team regarding traffic operations and the interaction between cyclists and motor vehicles. Dave served as a key advisor during the development of the detail design for the John Rowswell Hub Trail and has since been involved as required to provide advice on other detail matters related to the Hub Trail such as sign design and placement.

Prior to joining MMM, Dave spent 17 years with the Transportation Department of Metro Toronto and was responsible for the management of the Traffic Control Centre which monitors, co-ordinates and continuously optimizes over 2,000 traffic signals. He is also the co-author of the 1984, 1995 and 2008 editions of the Canadian Capacity Guide for Signalized Intersections, and has done extensive research into traffic control signal safety and operations. He is the firm's prime consultant on all matters relating to traffic signal safety, design, installation, phasing, timing, co-ordination and analysis.

## 2.0 Work Plan

We will follow the same work plan as noted in our previous proposal and apply that to the following links:

1. Sault Ste. Marie to Gros Cap through Prince Township along Second Line West / Highway 550 to the turnaround at the North Channel
2. Carmen's Way from the end of the existing boulevard trail near White Oak Drive to, and including the intersection with Second Line
3. Northern Avenue East from Willow Avenue to the connection with the off road portion of the Hub Trail where Northern Avenue East heads south towards Panoramic Drive
4. The Strathclair Spokes which consists of three links radiating from the Strathclair Sports Complex, namely, a link from
  - o The off-road portion of the Hub Trail near Northern Avenue and Panoramic Drive toward the entrance to the Strathclair Sports Complex off Second Line East;
  - o Northern Avenue East to Second Line along Pine Street to connect to the new boulevard trail along Second Line; and
  - o The Strathclair Sports Complex to Millcreek Drive.

In addition to these links our work plan also includes preparation for and attendance by two members of our team (Dave Richardson and either Jay Cranstone or Dave McLaughlin) at a meeting with the City's consultant on the Queen Street Reconstruction EA to discuss the potential of utilizing cycling lanes and other possible cycling infrastructure provisions along Queen Street from Pim Street to Gravelle Street.

Tasks for the links noted above will be the same as those described in our June 5, 2013 proposal. Specifically these tasks are to:

- Review background information
- Complete desktop study in advance of our field investigations

- Conduct field investigations
- Develop draft preliminary design recommendations and cost estimates
- Meet to review the preliminary design recommendations and cost estimates (Note that we have assumed this meeting will be by teleconference, or at the same time as an in-person meeting related to our current assignment)
- Finalize preliminary design recommendations and cost estimates

For a detailed description of these tasks please refer to our proposal of June 5, 2013.

### 3.0 Assumptions

In preparing our proposal we have made the following assumptions:

- In addition to GIS base mapping of the area and current aerial imagery you have previously provided, you will provide us with any current available traffic information for the additional links that are within the public road right-of-way.
- You will make any necessary arrangements for us to access the lands between the Hub Trail and the Second Line East so we can conduct our field investigation.
- You (or your designate) will act as the City's representative for this project and as such will be responsible for collecting any comments on our work from other City departments as required.

### 4.0 Fees and Schedule

We propose to undertake this work for a fixed fee of \$18,300.00 including disbursements. HST is additional. The schedule will be coordinated with the work on the three other cycling links we are currently completing for the City.

### 5.0 Summary

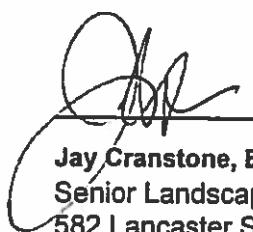
Thank you for the opportunity to submit this proposal for your consideration. As always we would be pleased to discuss our proposal in further detail with you, should you have any questions regarding our approach or require revisions to our work plan. Your endorsement below will serve as authorization to proceed with this assignment as described above. If you have any questions or require further information please do not hesitate to contact me. We look forward to your reply.

5(0)



Yours truly,  
**MMM Group Limited**

Accepted by:  
**City of Sault Ste. Marie**



Jay Cranstone, B.Sc., MLA, OALA, CSLA  
Senior Landscape Architect  
582 Lancaster Street West  
Kitchener, Ontario N2K 1M3  
t: 519-743-6625 ext. 2336 | cranstonej@mmm.ca

Name (Please Print)

Title (Please Print)

Signature

Date

c. Dave McLaughlin, MMM Group

CORE STUDY TEAM							HOURS, DISBURSEMENTS & FEES		
	Jay Crantone M.LArch. GALA, CSLA	Dave McLaughlin MEng MCIP, RPP	Jim Dowell P.Eng.	Dave Richardson P.Eng.	Technical MM	Krahn Engineering	Staff Time (hours)	Disbursements	Total Fees + Disbursements
<b>Phase 1 - Understanding the Resources</b>									
1. Review Background Information	0.5	0.5	0.0	0.0	0.0	0.0	1.0	\$0.00	\$180.00
2. Desktop Study	1.0	1.0	0.0	0.0	3.0	0.0	5.0	\$0.00	\$815.00
3. Field Investigations	15.0	10.0	0.0	0.0	0.0	0.0	25.0	\$1,550.00	\$6,050.00
4. Develop Draft Preliminary Design Recommendations and Cost Estimates	7.5	4.0	2.0	0.0	15.0	5.0	33.5	\$0.00	\$4,185.00
5. Meeting To Review The Preliminary Design Recommendations and Cost Estimates	2.0	2.0	0.0	0.0	0.0	0.0	4.0	\$0.00	\$720.00
6. Finalize Preliminary Design Recommendations and Cost Estimates	5.0	5.0	2.0	0.0	12.0	5.0	29.0	\$200.00	\$3,860.00
7. Meeting with City's consultant regarding the Queen Street EA	0.0	3.0	0.0	7.5	0.0	0.0	10.5	\$500.00	\$2,690.00
									<b>\$18,300.00</b>
Total Hours	31.0	25.5	4.0	7.5	30.0	10.0	108.0	\$2,250.00	
Percent Responsibility	29%	24%	4%	7%	28%	9%	100%		
Hourly Rate	\$180	\$180	\$120	\$220	\$85	\$120			
Cost	<b>\$5,580.00</b>	<b>\$4,590.00</b>	<b>\$480.00</b>	<b>\$1,650.00</b>	<b>\$2,550.00</b>	<b>\$1,200.00</b>	<b>Total (NO HST)</b>	<b>\$18,300.00</b>	
							HST	<b>\$2,379.00</b>	
							Total Cost	<b>\$20,679.00</b>	

Priority Cycling  
Routes Preliminary  
Design Study  
Additional Cycling  
Spokes Assessment

**Proposed Fee Schedule**





# Trans Canada Trail

## FUNDING AGREEMENT

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### Ontario: Johns Rowswell Hub Trail Connection Route Investigation

**Project Code:** 06-0407

**Applicant:** City of Sault Ste. Marie

**Applicant Mailing Address:** P.O. Box 580, 99 Foster Drive, Sault Ste. Marie, ON P6A 5N1

**September 25, 2013**

The Trans Canada Trail (TCT) is pleased to provide \$30,000 to the City of Sault Ste. Marie for the **Johns Rowswell Hub Trail Connection Route Investigation** project.

The Applicant agrees to the following conditions:

1. The project will be funded by TCT to a maximum of \$30,000.
2. The project will be started by October 31, 2013.
3. The project will be completed by January 31, 2014.
4. This Agreement remains in effect until April 30, 2014.
5. The scope of the project is outlined in the approved Funding Submission for this project and no changes to its scope may occur without written approval from TCT.
6. The first payment will be released after the signing of the Funding Agreement, upon commencement of the project.
7. The Applicant must produce an Interim Report detailing the progress of the project at the halfway point in the project development.
8. The final payment will be released upon the completion of the project and TCT's acceptance and approval of the Final Report.
9. The Applicant will:
  - a. Make an announcement of the grant at a regular or special events or meeting.
  - b. Use TCT's name and logo on any printed materials (news releases, newsletters, advertising, banners, signage, etc) relating to the project.
  - c. Provide for TCT's review any publication or signage featuring the TCT logo, prior to publication. Copies of all printed recognition to be provided to TCT.
  - d. Notify TCT, in advance, of any public events relating to the project and include an opportunity for TCT representation and recognition at the event. Notification should be sent to TCT President & CEO at: [ceo@tctrail.ca](mailto:ceo@tctrail.ca).
10. TCT reserves the right to withdraw funding at any time.
11. Compliance is required with all national, provincial and local building codes, environmental best practices, legislation, and bylaws as relates to the construction of the project.
12. An environmental assessment (EA) is required by the Canadian Environmental Assessment Agency (CEAA) unless the project falls within the CEAA 2007 Exclusion List. It is the responsibility of the Applicant to ascertain if an EA is required. If an EA is required the documentation must be provided to TCT prior to issuance of the first payment; if an EA is not required, documentation must be provided explaining why it was not required.
13. The Applicant may request an interim payment. In order to receive an interim payment the Applicant must provide a report detailing the spending of the first payment and confirmation that the project is on schedule.

**Trans Canada Trail**  
**FUNDING AGREEMENT**



14. Upon completion of the project the Applicant must produce a Final Report outlining how the project was completed and how all the conditions of the funding have been met, and provide photos and any other information requested by the TCT in regards to this project. The Final Report must include a financial report detailing, by budget line, actual expenses. Variances greater than 10% or over \$1,000 must be explained. (Final / Financial Report templates are available upon request).
15. The Applicant must retain support for payments made to any contractors or suppliers (contract and/or invoices and/or receipts) and provide copies to the TCT upon request.
16. The Applicant is required to return to TCT all or any of the TCT funds not required for the completion of the project. TCT funds may not be used for expenses other than those listed in the Funding Application, unless approved in advance by the TCT.
17. TCT will reimburse the net GST/HST/QST cost. If the Applicant is eligible for a tax rebate, TCT will fund the GST/HST/QST less the refund the Applicant is eligible for.
18. Any reports, information, product, or data developed or learned through this agreement will be shared and owned jointly between the TCT and the Applicant.

**Benchmarks:**

1. Signing of Funding Agreement and acceptance of Cash Flow Forecast	
2. Project start date	October 31, 2013
3. First payment released (25%)	Project start date
4. Spending confirmation submitted to TCT	November 30, 2013
5. Second payment released (25%)	Acceptance of spending confirmation
6. Interim Report submitted to TCT	December 31, 2013
7. Third payment released (25%)	Acceptance of Interim Report
8. Final Report submitted to TCT	February 28, 2014
9. Final payment released (25%)	Acceptance of Final Report

**Authorized Signatures:**

The undersigned hereby certify the following:

- I am duly authorized to bind our organization;
- The information included in this Funding Agreement and the Funding Submission accurately describes the project; and
- Our organization fully supports this Funding Agreement

City D Street Sth Mani  
 Name of Trail Group Signing Authority

John [Signature] (A.C.)  
 Signature (Trail Group)

Sept 25/13  
 Date Signed

Name of TCT Signing Authority

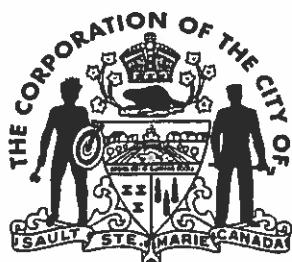
   
 Signature (TCT)

Date Signed

5(P)

Jerry Dolcetti, RPP  
Commissioner

Madison Zuppa, MES  
Environmental Initiatives Coordinator



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 11 18

File: 4.277

Mayor Debbie Amaroso and  
Members of City Council

## RE: SOLAR PHOTOVOLTAIC FIT APPLICATIONS

### PURPOSE

The purpose of this report is to request Council support for five (5) solar photovoltaic applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

### BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Ontario Power Authority (OPA), which provides a pre-determined rate per kWh generated depending on the project type (i.e. rooftop solar, ground mounted solar, etc.). The OPA initiated another FIT review in the Summer/Fall of 2013 and have recently released new program rules for FIT 3.0, including domestic content changes, price adjustments and an updated Transmission Availability Table (TAT). The updated TAT, which can be found on the OPA's website<sup>1</sup>, indicates that the Sault Ste. Marie Area has approximately 10 MW of available capacity. Many applications that did not receive FIT 2.0 contracts will be able to re-apply to the OPA between November 4 through December 13, 2013, but will be subject to the FIT 3.0 rules.

Under the FIT 3.0 rules, priority points could be awarded to projects that receive municipal Council endorsement in the form of an OPA prescribed "Municipal Council Support Resolution". The proponent for the following project has requested Council support for a rooftop solar photovoltaic system (see Schedule A):

1. J B G Holdings and Investments Inc., 2196 Queen Street East, Sault Ste. Marie, Ontario

The following proponents are requesting Council support for rooftop solar photovoltaic systems through Simcoe County Community Energy Co-operative Inc. (see Schedule A):

2. PUC Services, 500 Second Line East, Sault Ste. Marie, Ontario
3. PUC Services, 556 Goulais Avenue, Sault Ste. Marie, Ontario
4. Sault Ste. Marie Innovation Centre, 90 Ontario Avenue, Sault Ste. Marie, Ontario
5. Garken Properties, 105 Black Road, Sault Ste. Marie, Ontario

<sup>1</sup> OPA. 2013. Transmission Availability Table: October 9, 2013. [Online]. Available at: [http://fit.powerauthority.on.ca/sites/default/files/version3/TAT%20table%20-%20October%209%202013%20%28final%29\\_0.pdf](http://fit.powerauthority.on.ca/sites/default/files/version3/TAT%20table%20-%20October%209%202013%20%28final%29_0.pdf)

These projects support the Alternative Energy Capital of North America declaration carried at the regular Council meeting dated 2008 09 08:

*Moved by Councillor S. Butland; Seconded by Councillor T. Sheehan: Resolved that Council adopt the mantle of being the "Alternative Energy Capital of North America".*

The projects are also important to the development and maintenance of the community's role in the alternative energy sector. The presence of solar energy generation and manufacturing has positively influenced the economic and environmental landscape of the community.

## ANALYSIS

Information was provided by Brian Gallagher, J B G Holdings and Investments Inc. (project 1); and Michelle Bloom Contreras, EthoSolar Inc. (projects 2-5).

## IMPACT

There is no budgetary impact. Building permits will be required for the rooftop solar photovoltaic projects proposed, but local zoning and by-laws do not apply.

## STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO<sub>2</sub> emissions; however, renewable energy projects are not included.

## RECOMMENDATION

That the report of the Environmental Initiatives Coordinator concerning the solar photovoltaic FIT applications be received. By-law 2013-222 appears elsewhere on the agenda authorizing five (5) Municipal Council Support Resolutions and is recommended for approval.

Respectfully submitted,

Madison Zuppa, MES  
Environmental Initiatives Coordinator

Recommended for approval,

Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

Attach.

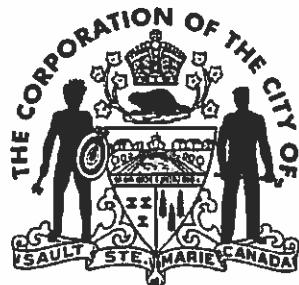
RECOMMENDED FOR APPROVAL  
  
 Joseph M. Fratesi  
 Chief Administrative Officer

5(g)

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. LE-114

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

**RE: MOONLIGHT MAGIC – NOVEMBER 20 – 21, 2013**

#### **PURPOSE**

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City (the "Licencor"), Steve Alexander, operating as Loplop Lounge & Gallery ("Loplops"), Searchmont Ski Association Inc. and the Downtown Association (the "Licensees") to permit the activities described below to take place on portions of Queen Street East on November 20 – 21, 2013 for the Moonlight Magic Event.

#### **BACKGROUND**

The Licensees have contacted the City Legal Department to request permission to hold the Moonlight Magic Event on Queen Street East. The event will consist of a Pop Up Patio, which is a twenty (20') foot by twenty (20') foot tent structure that would serve alcoholic beverages and food during the hours of 6:00 p.m. and 10:30 p.m. on November 21, 2013 (the "Pop Up Patio Event"). Loplops will provide and serve alcohol for the proposed Pop Up Patio Event, which is being sponsored by the Downtown Association.

Further, Searchmont and the Downtown Association have requested permission to set up and conduct a Snowboarding Park on Queen Street East (the "Searchmont Event"). The set up for the Searchmont Event shall take place from 10:00 a.m. on November 20, 2013 until 5:30 p.m. on November 21, 2013 and the Searchmont Event itself shall take place from 5:30 p.m. to 10:00 p.m. on November 21, 2013.

On November 4, 2013, City Council passed By-law 2013-206, which authorized the closing to vehicular traffic of Queen Street East, from Pim Street to Dennis Street on November 21, 2013 from 5:30 p.m. to 11:00 p.m. for the purpose of the Moonlight Magic Event.

-more-

## ANALYSIS

The proposed events require a Licence to Occupy City Property Agreement between the City and the Licensees, specifically for insurance purposes and to confirm the agreement between the City and the Licensees. The Licence Agreement confirms that Loplops has permission to set up one (1) tent structure, the size of twenty (20') feet by twenty (20') feet, at their sole cost, expense, and liability at the location indicated on Schedule "A" to the Licence Agreement. This aspect of the event is for a limited period of time on November 21, 2013. Specifically, between the hours of 5:30 p.m. to 6:00 p.m. Loplops may set up the Pop Up Patio; between the hours of 6:00 p.m. and 10:30 p.m., Loplops may serve alcoholic beverages and food; and between the hours of 10:00 p.m. and 11:00 p.m. Loplops would have the responsibility to promptly remove the tent structure from City property, and complete all necessary clean up activities at their sole cost and expense.

The Licence Agreement further confirms that Searchmont has permission to set up and operate a Snowboarding Park on Queen Street East, at their sole cost, expense and liability at the location as indicated on Schedule "A" to the Licence Agreement. The Searchmont Event is for a limited period of time on November 20 – 21, 2013. Specifically, between the hours of 10:00 a.m. on November 20, 2013 to 5:30 p.m. on November 21, 2013, Searchmont may set up the Snowboarding Park on the northern lane of Queen Street East and the northern City boulevard in the vicinity of 654 Queen Street East; between the hours of 5:30 p.m. to 6:30 p.m. on November 21, 2013, Searchmont may register participants and permit supervised practice at the Snowboarding Park; between the hours of 6:30 p.m. and 8:00 p.m. on November 21, 2013, Searchmont may conduct a Snowboarding Competition at the Snowboarding Park; between the hours of 8:00 p.m. and 10:00 p.m. on November 21, 2013, Searchmont may conduct an open session for registrants at the Snowboarding Park; and between the hours of 10:00 p.m. and 11:00 p.m. on November 21, 2013, Searchmont shall promptly remove the Snowboarding Park from City property and complete all necessary clean up activities at their sole cost and expense.

The Licence Agreement further confirms that the Downtown Association has permission to place luminaries, burn barrels and conduct a tree lighting ceremony on Queen Street East on November 21, 2013 between the hours of 5:30 p.m. to 11:00 p.m. The burn barrels that are being set up on City property must be set up to the satisfaction of Fire Services.

The Licence Agreement contains indemnification clauses, such that the Licensees shall be responsible for any costs, expenses or liabilities that in any way result from any of the proposed activities. The Agreement requires the Licensees to each maintain insurance during the term of the Licence Agreement. The Agreement also contains a provision that permits the City and/or emergency personnel to remove any portion or the entirety of the tent structures, if at the sole discretion of the City and/or emergency personnel, access to any portion of Queen Street East requires same. The Licence Agreement further confirms that Loplops has full responsibility for ensuring that it has met the liquor licence requirements to provide and serve alcohol at the proposed Pop Up Patio Event.

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The City received confirmation from the Alcohol and Gaming Commission of Ontario ("AGCO") that Loplops is the holder of a valid catering endorsement attached to its sales licence. Ontario Regulation 719 made under the Liquor Licence Act requires Loplops to submit a written form of notification of this event to the AGCO, Algoma Public Health and the City Fire Services, Police Services, and the Building Department. The City has received confirmation that Loplops has submitted the required notification from the AGCO.

Loplops is presently awaiting AGCO's approval for the Pop Up Patio Event. Paragraphs 4-6 of Schedule "B" to the Licence Agreement requires Loplops to receive and provide written confirmation from the AGCO that the Pop Up Patio Event has been approved by noon on November 20, 2013, failing which portions of the Licence Agreement that pertain to the Pop Up Patio Event shall be terminated.

The City Legal Department has corresponded with Police Services and Fire Services with respect to the proposed Moonlight Magic Event. Both Police Services and Fire Services support the Moonlight Magic Event, provided that the Licencees ensure compliance with any applicable legislation. Further, the City Building Department has reviewed the proposed activities and supports the Moonlight Magic Event. The Department of Public Works and Transportation has reviewed the proposed activities and provided comments regarding the closure of the northern lane on Queen Street East for the setup of the Snowboarding Park. Their comments have been included as terms to Schedule "B" of the Licence Agreement, and have been agreed to by the Licencees.

The City Legal Department is also in receipt of correspondence from Algoma Public Health who has confirmed that it has no concerns with respect to the proposed activities.

## **IMPACT**

There is no significant financial impact associated with this matter.

## **STRATEGIC PLAN**

Not applicable.

## **RECOMMENDATION**

By-law 2013-213 appears elsewhere on the agenda authorizes a Licence to Occupy City Property Agreement between the City, Steve Alexander operating as Loplop Lounge & Gallery, Searchmont and the Downtown Association and is recommended for approval.

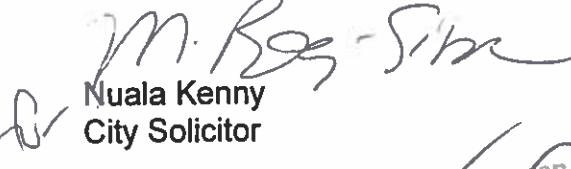
Respectfully submitted,

  
Matthew Caputo  
Solicitor/Prosecutor

MC/cf

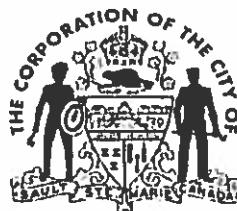
Staff/Council Reports/2013/Moonlight Magic event nov18.13

Recommended for Approval,

  
Nuala Kenny  
City Solicitor

  
RECOMMENDED FOR APPROVAL  
Joseph M. F. Esti  
Chief Administrative Officer

Larry Girardi  
Commissioner



Public Works  
and  
Transportation

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

## **RE: WINTER OPERATIONS AT PUBLIC WORKS**

### **PURPOSE**

The purpose of this report is to present our policy on winter operations at Public Works and Transportation.

### **ANALYSIS**

The winter season officially starts mid-November for Public Works and Transportation Department. Four shift supervisors along with 20 operators are split into four groups to cover sanding and salting throughout the city on a 24/7 basis. Included in this group is a grader operator that will cover the hills when a snow event dictates plowing is required. The sand/salt operators are each assigned an area where they concentrate their work; north, downtown, east and west.

#### **Street, Sidewalk, Laneway and Bus Stop Clearing**

Along with the core group mentioned above, the city is divided into 3 areas to accommodate street, sidewalk, laneway and bus stop clearing. These areas are supervised by Area Co-ordinators which include 17 plow routes, 7 loader routes and 9 sidewalk routes.

#### **Operators and Hours**

Thirty-four street plowing operators are divided into 2 groups which on alternate weeks work an 8 hour day shift and an eight hour night shift - Monday to Friday. Depending on the timing of the event, they may be required to work extended hours during the day or be called out early for a night shift. The weekends are also covered alternately by this group.

Nine sidewalk routes are covered by operators' that work an 8 hour day beginning at 4 a.m. Monday to Friday. These operators work weekends when snow events require sidewalk clearing.

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Seven loader routes are covered by operators that work an 8 hour dayshift and during a snow event, are called in at 4 a.m. to begin clearing laneways and bus stops. When not handling a snow event, the loader operators are assigned trucks to clear accumulated snow piles to enable snow storage for the next event. These operators also work weekends when snow events require laneway and bus stop clearing.

PWT is often asked if it is possible to send men home in advance of a snow event resulting in double the work force during an event.

We only have enough equipment to cover one shift compliment of operators. In other words, 2 operators use the same piece of equipment on opposite shifts. This applies to street plowing only.

The trackless (sidewalk clearing) and loaders (lane ways and bus stops) only have 1 operator assigned to each.

In total the equipment that is available includes:

13 front mounted plow trucks w/wing (2 spares in the event of mechanical breakdown)  
07 Graders with wings (1 on shift schedule 24/7)  
09 Trackless units  
07 Loaders

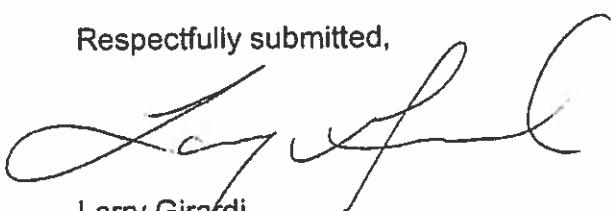
The key question is always, when will the streets be plowed?

Plowing of streets will commence after an accumulation of 5 cm of snow. Under normal conditions, all streets will be plowed within a 12 hour period unless adverse conditions exist. Under adverse conditions, every attempt will be made to plow arterial and collector streets followed by residential streets.

## RECOMMENDATION

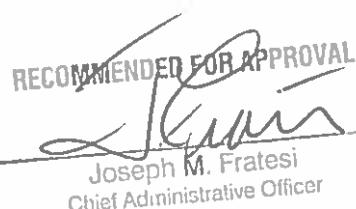
That this report is submitted to council for information purposes.

Respectfully submitted,



Larry Girardi  
Commissioner

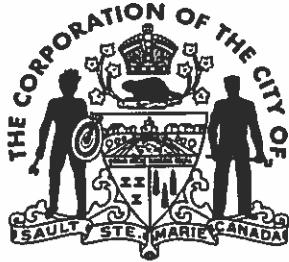
LG/sf

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

6(6)(a)

Jerry Dolcetti, RPP  
Commissioner

Donald B. McConnell, RPP  
Planning Director



ENGINEERING & PLANNING  
DEPARTMENT

Planning Division

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application A-15-13-Z - Minor Amendments No. 7  
Filed by the City of Sault Ste. Marie**

**PURPOSE**

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

**BACKGROUND**

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

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

This report is the seventh set of minor amendments to be proposed since the passing of the Zoning By-law in 2005. Public notice was circulated in accordance with Planning Act requirements and local procedures. More specifically, neighbours within 120m of site specific amendments were circulated by mail, and an ad was placed in the Sault Star on October 26, 2013.

**ANALYSIS**

**Proposed Text Amendments**

**1.47 Home Based Businesses – Uses Expressly Permitted**

The home based business regulations note a number of uses 'are expressly permitted, but not limited to'. A number of specific uses are then listed. Legally, the terminology of 'expressly permitted but not limited to' has the effect of permitting all uses, unless they are specifically prohibited. The original intent was to grant staff some flexibility in determining the impacts of a particular use, and its ability to adhere to the other home based business regulations.

To avoid potential conflicts and the introduction of an incompatible use to a residential neighbourhood, it is recommended that the terminology be revised to eliminate 'but not limited to'. Home based business proposals that are not expressly permitted can be reviewed by Council or the Committee of Adjustment on a case-by-case basis.

### **1.62 Permitted Use Definition – Nursing and Residential Care Facilities**

Nursing and Residential Care Facilities include a variety of assisted living arrangements geared towards those who require varying degrees of care. Most commonly, such uses are geared towards seniors. The definition includes:

- Long term care facilities
- Nursing care facilities
- Residential care facilities for persons with disabilities
- Mental health and substance abuse facilities
- Retirement homes

Permitted in Institutional zones, there has been a recent trend towards 'assisted living units', which include varying degrees of care that are available to residents, but may be optional. Consequently, there is a very fine distinction between 'assisted living units' and regular 'dwelling units', which are permitted in Residential zones, but not institutional zones.

To clear up confusion, this amendment proposes to add 'assisted living units' to the list, and note that within such units, varying degrees of care are available on-site, but may be optional, and are not necessarily required by all residents.

### **2.20 Definition of a Lot**

The current definition of a lot is 'land under one ownership, other than a road.' Within this definition, one could purchase two (2) adjacent lots and develop them as one parcel. While in most cases this is not an issue, there have been a number of recent subdivisions where two (2) lots are purchased and developed as one. An issue arises when one of the parcels is sold. Based on the current definition, there is no mechanism to catch any zoning infractions or encroachments until after the sale.

Therefore, the following definition is proposed: *Means an area of land registered at the Land Registry Office as not more than one parcel of land.* With this definition, if one were to develop two abutting lots as one, future issues could be considered prior to, rather than after development, by either merging the lot through a Committee of Adjustment application, or where the lots have been registered for more than eight (8) years, via a 'deeming By-law'.

### **5.7 Minimum Parking Requirements – Assembly Halls associated with Places of Worship**

Current parking regulations require both Places of Worship and Assembly Halls to provide 1 space per 5 persons maximum building capacity or 1/10 when located in the downtown. Therefore, a church and associated assembly hall must provide parking based on the total maximum capacity of both areas, even though churches and associated assembly halls are not generally utilized simultaneously.

It is therefore recommended that the parking requirements be based upon the highest standard of either the church, or accessory assembly hall.

### **5.7 Minimum Parking Requirements – Fuel Sales and Convenience Stores**

The required parking ratio for a convenience store is 3.5 spaces/100m<sup>2</sup> for the first 1000m<sup>2</sup> + 1/200m<sup>2</sup> thereafter, and the required parking ratio for a fuel sales use is 4.5 spaces/100m<sup>2</sup>. Fuel sales and convenience stores are almost always associated with one another; furthermore, the fuel pump area provides the required parking for the use. Consequently, it is recommended that there be no parking requirements associated with fuel sales. Parking requirements would therefore be based on any other uses that occupy the property, such as a convenience store.

#### **7.3.2, 7.3.2.1 & 7.3.2.2 Fence Regulations – Sightline Setbacks for Driveways**

These provisions outline sightline setbacks for fences where driveways intersect public streets. The provision does not include where a publicly owned and maintained laneway intersects a street.

This amendment proposes to note that sightline setbacks also apply to fences adjacent to where a publicly owned and maintained laneway intersect a street.

#### **9.1.5 Maximum Height Regulations For Accessory Buildings on 'R1' and 'R2' Lots that Abut the Water**

Where an 'R1' or 'R2' lot abuts the water, the maximum height of an accessory building is the same as a main building, that being 2-storeys. The regulations result in a maximum accessory building height of 2-storeys, which is quite tall and out of the general character of a many residential areas.

This amendment proposes to note that where 'R1' and 'R2' lots abut the water, the maximum height is 6m, rather than the same as the main building. Such an amendment would be consistent with accessory building regulations in every other residential zone.

#### **9.1.5 Maximum Size for Accessory Buildings in all Residential Zones**

Current zoning regulations do not regulate the maximum size of accessory buildings within residential zones. Generally, maximum size has been dictated by setback and maximum lot coverage regulations.

Recently, a number of very large garages have been constructed. In some cases, these garages are significantly larger than the dwelling unit located on the property, and out of character with the surrounding residential area.

Given this emerging trend, it is recommended that a new section be added to note that the Gross Floor Area of any one accessory building cannot exceed the Gross Floor Area of the main building located on the same lot.

While the overwhelming majority of accessory buildings are and will remain smaller than the main building on the same lot, the proposed regulation will help to ensure that accessory buildings are developed in a manner that in terms of size, is consistent with that of the surrounding neighbourhood.

**9 Permitted Uses in Residential Zones ('R3', 'R4', 'R5') – Multiple Attached & Apartment Dwellings**

With an aging population and low vacancy rates, there has been an increase in the development of multiple attached dwellings (townhouses) and to a lesser degree, the apartment buildings. Multiple attached dwellings are permitted in 'R3', 'R4' and 'R5' zones. Apartment buildings are permitted in 'R4' and 'R5' zones.

Given the nature of these developments, the overall design of the development is critical in ensuring that off-site impacts are minimized and that the development fits into the overall character of the surrounding area. It is therefore recommended that multiple attached dwellings and apartment dwellings be subject to Site Plan Control. This will give City staff the ability to review exterior details of the proposed development, more specifically, matters such as drainage, access, buffering and paving can be reviewed prior to the issuance of a building permit.

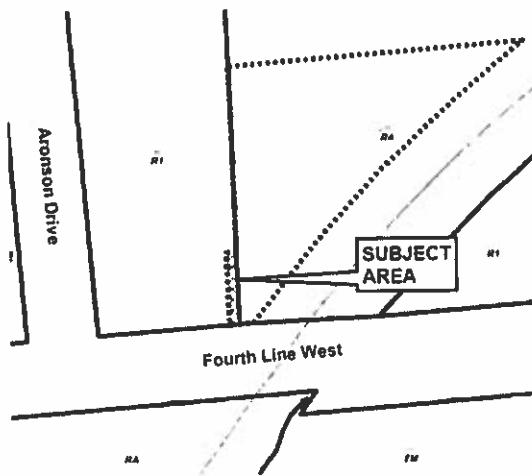
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## PROPOSED MAP CHANGES

### **140 Fourth Line West - Rural Area zone (RA) & Rural Estate Residential zone (R1) to Rural Area zone (RA)**

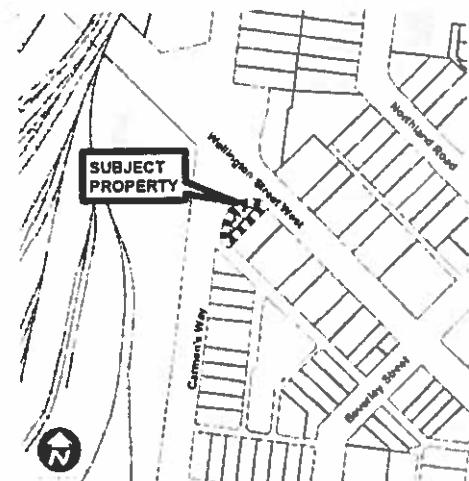
In 2005 a small portion of the property was incorrectly zoned 'R1', which has impacts as it relates to setbacks from this portion of the west lot line. In order to simplify the application of the Zoning By-law, it is recommended that Council rezone the portion of the property outlined on the map below, to consolidate the 'RA' zoning which applies to the balance of the property.



### **West of 355 Wellington Street West – City Owned Parcel on the Southwest Corner of Carmen's Way and Wellington Street West - Parks and Recreation zone (PR) to Traditional Commercial zone (C1)**

Owned by the City, the subject property is the remnant of a larger parcel once occupied by a dry cleaning business. The City purchased the property to facilitate the construction of Carmen's Way. For the past several years, the abutting church to the east has utilized the paved parcel as a parking lot, through a license of occupation.

The parcel is not conducive to park space, and technically its use as a parking lot is not permitted within the current PR zoning. Therefore, it is recommended that the parcel be rezoned to 'C1', which is consistent with the abutting zoning to the east, and will allow the parcel to continue to be used as a parking area through a license of occupation.



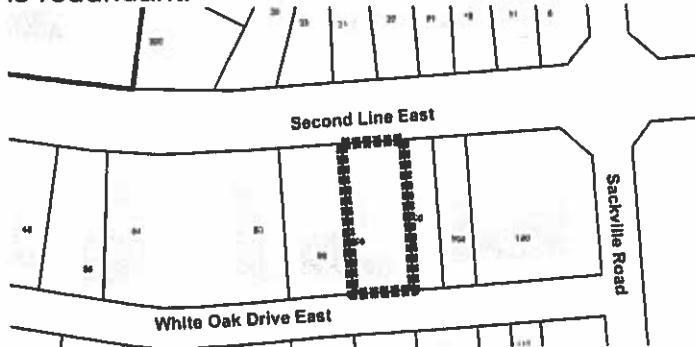
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## PROPOSED CHANGES TO SPECIAL EXCEPTIONS BY-LAW 2005-151

### Repeal Special Exception 110 – 96 White Oak Drive East

Special Exceptions 226 and 110 currently apply to the property at 96 White Oak Drive East. Both Special Exceptions are virtually identical, and it is recommended that Special Exception 110 be repealed, as it is redundant.



### Special Exceptions 255 & 306 – Fox Run Subdivision (817A Third Line East)

In 2007 Fox Run Subdivision was approved, resulting in a Special Exception (255) to allow additional permitted uses on 'Block 1' of the subject property. In 2011 the draft approved subdivision was amended, resulting in alterations to the road pattern and parcel fabric. The resulting zoning is communicated through Special Exception 306. There are a number of inconsistencies in terms of the maps attached to each Special Exception, which can be confusing. It is therefore recommended that Special Exception 255 be repealed and the text be added to Special Exception 306. It is further recommended that the map attached to Special Exception 306 be changed to better reflect the amended subdivision.

#### Proposed Special Exception 306 Amended - Fox Run Subdivision

Despite the provisions of Zoning By-law 2005-150, the lands shown and marked 'subject property' on the map attached may be used subject to the following conditions:

1. The area shown as Block 2 may be used for the following uses only, in addition to those uses permitted in a Medium Density Residential (R4) zone:
  - a. Accessory Uses
  - b. Care Facility
  - c. Fitness Facility
  - d. Group Home
  - e. Group Residence
  - f. Hospice
  - g. Medical Centre
  - h. Nursing and Residential Care Facility
  - i. Parks and Playground
  - j. Place of Worship
  - k. Recreational Facilities – Excluding animal pens and cages, bandstands and horse riding establishments
2. The additional uses permitted in Block 2 shall adhere to the Institutional zone regulations as set out in Zoning By-law 2005-150.
3. The additional uses permitted in Block 2 shall not exceed 5-storeys in height.

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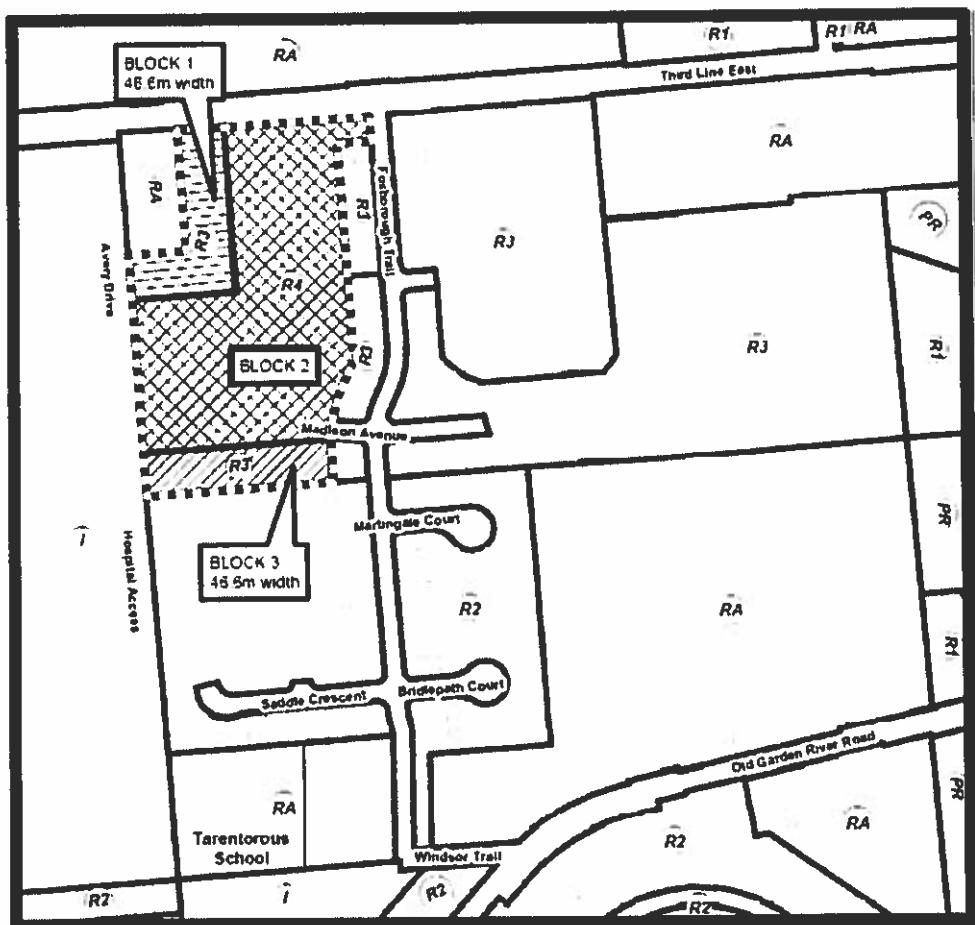
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4. The areas shown as Blocks 1 & 3 are limited to the following permitted uses only:

- a. Single Detached Dwelling
- b. Semi-detached Dwelling
- c. Duplex Dwelling
- d. Bed and Breakfast
- e. Home Based Business
- f. Accessory Uses

5. On Block 1, the resulting lots and buildings shall be oriented in a manner that rear yards are adjacent to 817 Third Line East

6. On Block 3, the resulting lots and buildings shall be oriented to the south, in a manner that rear yards are adjacent to the Windsor Farms Subdivision.



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### Reinstate Special Exception 951 – 1183 Old Garden River Road – Possamai Construction

In 1990 Mr. and Mrs. Possamai successfully rezoned 1183 Old Garden River Road (By-law 90-247) to permit a Contractor's Yard, a shop and a compound, subject to the following special provision:

- That no development of any kind or use of land occurs within 15m of the tributary traversing the property.

The property was also deemed subject to site plan control and there is a site plan agreement in place.

In creating Special Exceptions By-law 2005-151, from Special Exceptions By-law 4501, a number of Special Exceptions were removed, as they were either redundant, as the new zoning standards would permit the use or the use no longer existed. In this case, Special Exception 951 was inadvertently removed. Since 2005 there have been several Special Exceptions that were inadvertently removed, and it has been Planning's customary practise to re-instate these site specific zonings. It is therefore recommended that Special Exception 951 be reinstated, to apply to 1183 Old Garden River Road.



### Consultation

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

- See Attached Letters –
- No objections/comments – Building Division, Engineering Dept., PWT, EDC, Fire Services, PUC Services

Up to the drafting of this report, one comment has been received pertaining to the proposed limitations to accessory building sizes in all residential zones. The attached correspondence from Mr. McColl requests clarification upon when the proposed regulation would become law. It is anticipated that the new regulations would become law sometime in January. Staff has responded to Mr. McColl in writing, however up to the drafting of this report staff has been unable to speak with Mr. McColl in person.

6(6)(a)

## IMPACT

Approval of this application will not directly impact the Municipality's finances.

## STRATEGIC PLAN

Approval of this application is not tied to any specific policies contained in the Corporate Strategic Plan.

## RECOMMENDATION

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

Respectfully submitted,

Peter Tonazzo, MCIP, RPP  
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP  
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

PT/ps  
Attachment(s)

6(6)(a)

**Peter Tonazzo**

---

**From:** Ian McColl <en\_enterprises@hotmail.com>  
**Sent:** Wednesday, November 06, 2013 10:16 AM  
**To:** Peter Tonazzo  
**Subject:** Maximum size for accessory buildings

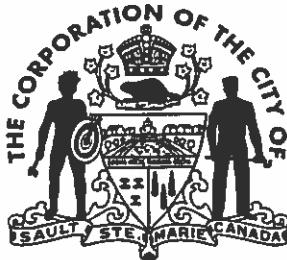
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Peter, my name is Ian McColl. I was inquiring about the city's proposal with regards to "maximum size for accessory buildings in all residential zones." If this is approved on the 18th of November how long does it take before it becomes law? I am planning on putting up a garage this spring. Also any other details that you have on this matter would be appreciated thanks. You can reach me through email or phone me at work 7-5pm 705-542-2345.

6(6)(b)

Jerry Dolcetti, RPP  
Commissioner

Donald B. McConnell, RPP  
Planning Director



ENGINEERING & PLANNING  
DEPARTMENT

Planning Division

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application No. A-21-13-OP – Steven Roberts – 1325 Old Garden River Road**

## PURPOSE

Attached is Official Plan Amendment No. 197, required to facilitate City Council's approval of Application No. A-21-13-OP.

## BACKGROUND

At its meeting on November 4, 2013, City Council passed the following resolution:

*"Resolved that the report of the Planning Division dated 2013 11 04 concerning Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road be received and that City Council approve this application."*

## ANALYSIS

Official Plan Amendment No. 197 is attached to facilitate City Council's approval of Application No. A-21-13-OP, to permit the creation of two (2) new rural residential lots, whereas in this instance current Official Plan policies only permit the creation of one new rural residential lot.

A by-law to approve OPA No. 197 appears elsewhere on City Council's Agenda.

## IMPACT

This Official Plan Amendment does not directly impact Municipal finances.

## STRATEGIC PLAN

This Official Plan Amendment does not directly affect any part of the Corporate Strategic Plan.

## RECOMMENDATION

That City Council accept this report as information.

2013 11 18

Page 2

(6)(b)

Respectfully submitted,



Peter Tonazzo, MCIP, RPP  
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP  
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

PT/ps

attachment(s)



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

6(6)(b)

**AMENDMENT NO. 197  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

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

**LOCATION**

PLAN H738 LOT 18 PT RCP, located on the south side of Old Garden River Road. Civic No. 1325 Old Garden River Road.

**BASIS**

This Amendment is necessary in view of a request to permit the creation of two (2) new lots for rural residential purposes.

Council now considers it desirable to amend the Official Plan.

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

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

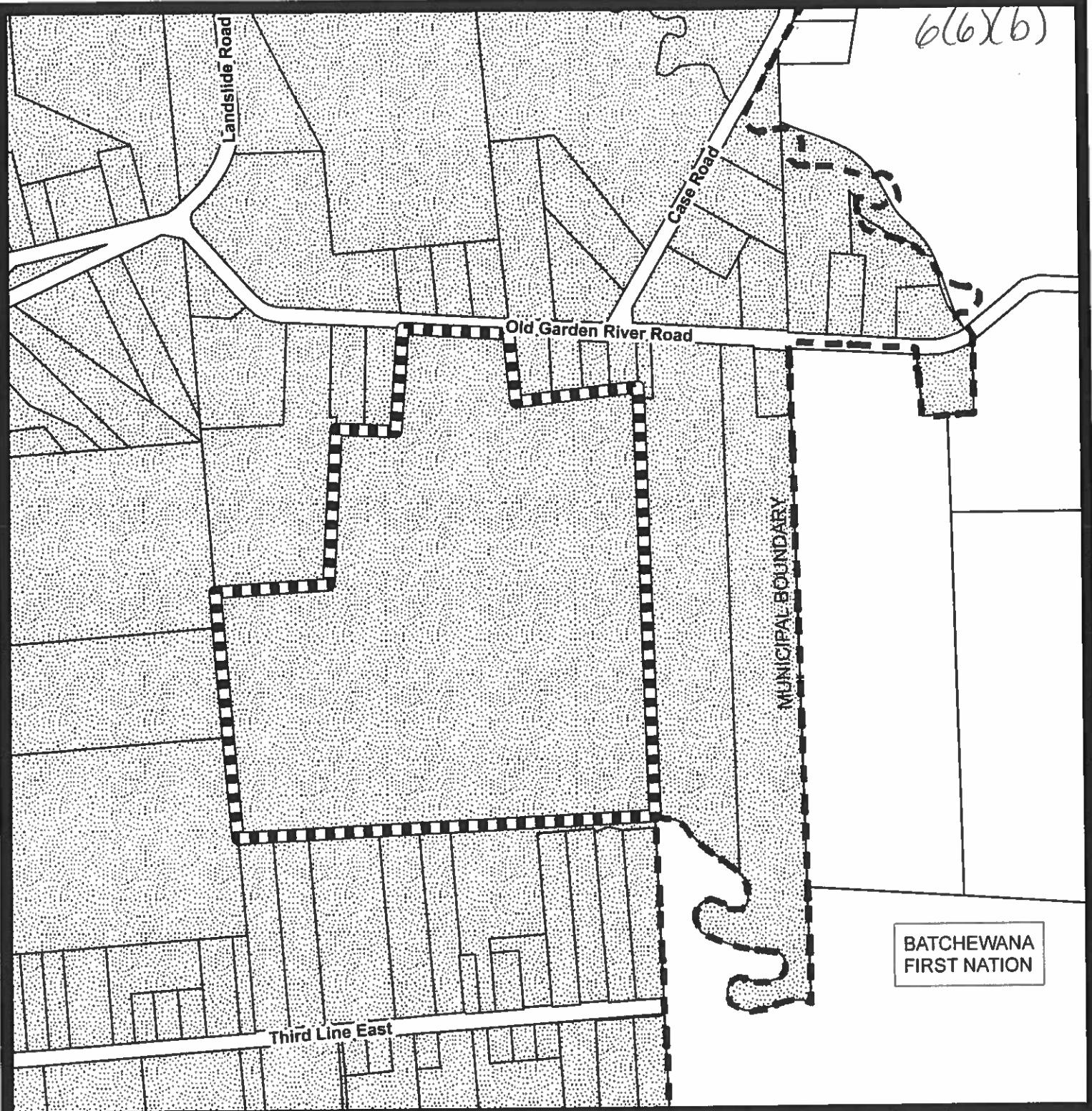
"Special Exceptions"

134. Notwithstanding the Rural Area policies of the Official Plan, lands described as PLAN H738 LOT 18 PT RCP, located on the south side of Old Garden River Road. Civic No. 1325 Old Garden River Road. may be used to create two (2) new rural residential lots.

**INTERPRETATION**

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

6(6)(b)

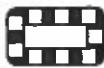


# OFFICIAL PLAN LAND USE MAP

## OP SCHEDULE "C"

1325 OLD GARDEN RIVER ROAD

Planning Application A-21-13-OP



Subject Property = 1325 Old Garden River

Land Use Designation



Rural Area



METRIC SCALE  
1 : 7000

MAP REFERENCE  
131 & 1-131

MAIL LABEL ID  
A-21-13-OP

ROLL NUMBER  
030-082-061-10

OFFICIAL PLAN  
AMENDMENT  
NUMBER 197

(6)(c)

Jerry Dolcetti, RPP  
Commissioner

Donald B. McConnell, RPP  
Planning Director



ENGINEERING & PLANNING  
DEPARTMENT

Planning Division

2013 11 18

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application No. A-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue**

## PURPOSE

The applicant, Rita Marie Sopha, is requesting a rezoning to permit an additional dwelling unit on the subject property. The additional dwelling unit is proposed to be located within the existing detached garage in the rear yard.

## PROPOSED CHANGE

The applicant is requesting a rezoning from "R2" (Single Detached Residential) zone to "R2.S" (Single Detached Residential zone with a Special Exception) to permit a second dwelling unit on the subject property, to be located within the existing garage.

### Subject Property:

- Location – This property is located on the west side of Ferris Avenue, approximately 50.3 m (165 feet) south of MacDonald Avenue. Civic address 23 Ferris Avenue.
- Size – Approximately 10.1m width by 30.5m depth (33 feet x 100 feet)
- Present Use – Single detached dwelling with an additional dwelling located in the existing garage in the rear yard
- Owner – Rita Marie Sopha

## BACKGROUND

The existing house on this property was constructed in 1899. In 2011, the City issued a building permit for a 6.1m x 6.1m (20 feet x 20 feet) garage to be constructed in the rear yard. Following a final building inspection, it appears that the garage was converted to a self-contained dwelling unit.

The applicant has applied for a rezoning to legalize the use.

6(6)(c)

2013 10 21

Page 2

On October 21, City Council postponed this application for four weeks to allow for a review the required changes necessary to meet Ontario Building Code requirements.

The applicant has retained the services of a designer but the only drawings submitted were for the existing building. It should be noted that new plans are required that indicate the proposed ventilation system, insulation requirements, energy efficiency design, etc.

In addition, an engineer's report confirming that the design of the concrete slab meets residential requirements will be required.

It is recommended that this application be postponed until the new year to allow for the design to be completed. At that time, the applicant will have a better understanding of what is required should they wish to proceed.

#### RECOMMENDATION

That City Council postpone this application to their January 6<sup>th</sup> meeting.

Recommended for approval,



Donald B. McConnell, MCIP, RPP  
Planning Director

DM/ps

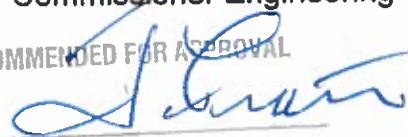
attachment(s)

Recommended for approval,

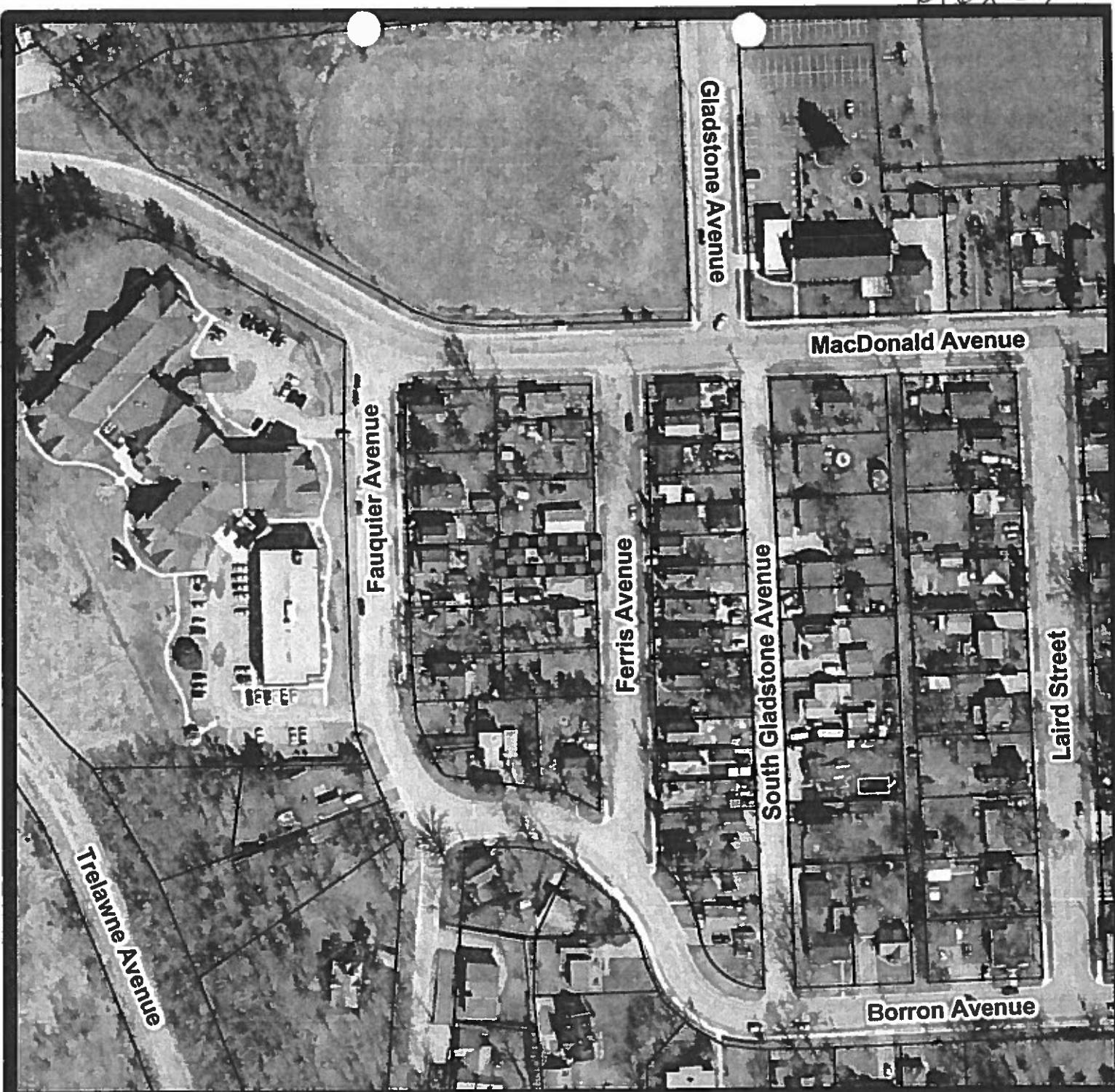


Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer

6(6)(c)



# 2012 ORTHO PHOTO

## 23 FERRIS AVENUE

### Planning Application A-22-13-Z



METRIC SCALE  
1 : 1800

MAP REFERENCE  
18 & 1-16

MAIL LABEL ID  
A-22-13-Z

#### Legend



Subject Property = 23 Ferris Avenue

ROLL NUMBER  
020-033-013-00

6(6)(c)



# SUBJECT PROPERTY MAP

23 FERRIS AVENUE

Planning Application A-22-13-Z



METRIC SCALE  
1 : 1800

MAP REFERENCE  
18 & 1-16

MAIL LABEL ID  
A-22-13-Z

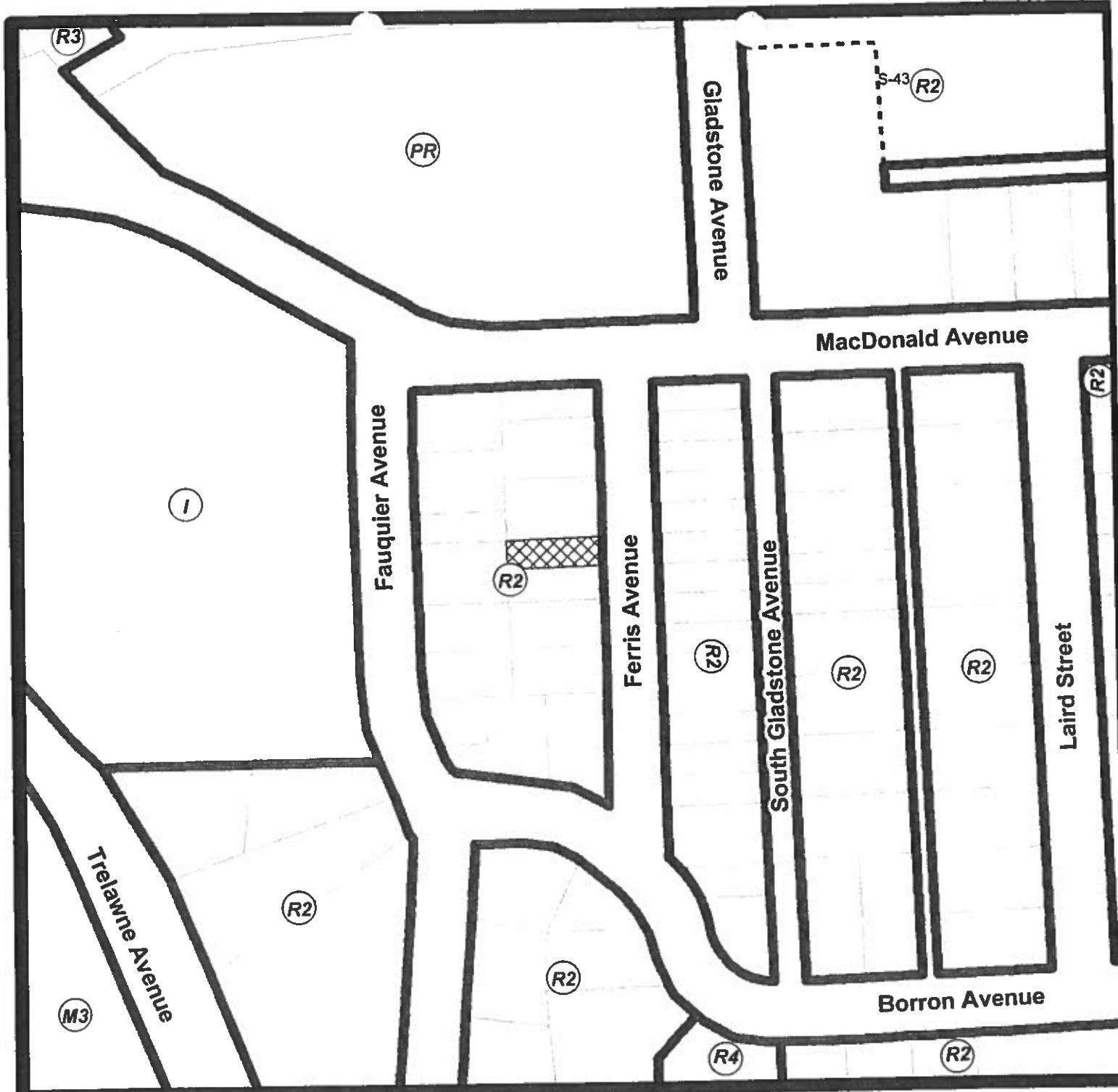
## Legend



Subject Property = 23 Ferris Avenue

ROLL NUMBER  
020-033-013-00

6(6)(c)



## EXISTING ZONING MAP

### 23 FERRIS AVENUE

Planning Application A-22-13-Z



METRIC SCALE  
1 : 1800

MAP REFERENCE  
18 & 1-16

MAIL LABEL ID  
A-22-13-Z

ROLL NUMBER  
020-033-013-0

Subject Property = 23 Ferris Avenue

I - Institutional Zone

R2 - Single Detached Residential Zone; R2hp

M3 - Heavy Industrial Zone

R4 - Medium Density Residential Zone

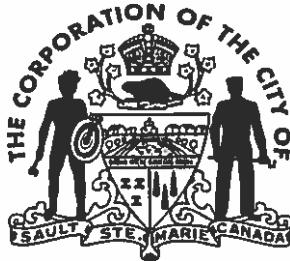
PR - Parks and Recreation Zone

S-# = Special Exception Zoning

6(6)(d)

Jerry Dolcetti, RPP  
Commissioner

Donald B. McConnell, RPP  
Planning Director



ENGINEERING & PLANNING  
DEPARTMENT

Planning Division

2013 11 18

Mayor Debbie Amaro and  
Members of City Council

**RE: Application No. A-26-13-Z –Major Contracting (Algoma) Ltd. – 46 Melrose Avenue**

## PURPOSE

The applicant is requesting City Council's approval to facilitate the construction of two (2) 4-plexes on the subject property.

## PROPOSED CHANGE

The applicant Major Contracting (Algoma) Ltd. is requesting to rezone the subject property from "R3.S-284" (Low Density Residential Zone with Special Exception 284) to "R3.S-284" (Low Density Residential Zone with an amended Special Exception 284) to permit the construction of two (2) 4-plexes on the subject property, subject to the following Special Provisions:

- 1) That the setback from the west lot line be reduced from 4.5m to 3.05m
- 2) That required parking spaces be permitted to be located within a required front and exterior side yard.

### Subject Property:

- Location – The subject property is located on the northeast corner of Melrose Avenue and Bruce Street. Civic No. 46 Melrose Avenue
- Size – Approximately 53m (174') frontage by 22m (72') depth totalling 1,166m<sup>2</sup> (12,551sq.ft.)
- Present Use – Vacant
- Owner – Major Contracting (Algoma) Ltd.

## BACKGROUND

In 2009 City Council approved a combined Official Plan Amendment and rezoning application to re-designate and rezone the subject property from Commercial to Residential in order to permit the construction of four (4) semi-detached residential units. The approvals also included reductions to required lot areas and setbacks.

## ANALYSIS

### Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The following Residential Official Plan policies support the proposed development:

- R.2 Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core.
- R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.
- R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.
- R5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

This application represents a small scale residential intensification and infill opportunity. The subject property is large enough and adequately serviced to support the intended use. Given the layout of the proposed 4-plexes, they will fit into the general character of the residential area across the street.

The subject property has been identified as having archaeological potential; however prior to selling the property the Province undertook an archaeological review of the property and nothing was found. Consequently, additional review is not required to support this application and the Official Plan will be updated accordingly.

### Comments

The applicant is seeking City Council's approval to rezone the subject property to facilitate the construction of two 4-plexes. In terms of building footprints and overall site layout, this application is very similar to what was proposed in 2009, except that the overall density is doubled. The resulting density of approximately 27 units per acre can be locally classified as relatively high. Having said this, the overall design is appropriate within not only the context of the surrounding area, but also appropriate in terms of providing ample on-site parking and outdoor amenity areas, to a standard and level not normally found in residential developments of this density.

The ground floor apartments are proposed to be 1-bedroom with an attached garage, totalling approximately 700sq.ft. The second floor apartments will be 960sq.ft. with 2 bedrooms.

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Page 3

Access to first floor units will be directly from the front door, while second floor units will be accessed via side entrances.

A total of ten (10) parking spaces are required to support the proposed 8 dwelling units. Four spaces will be provided within the attached garages, and another eight (8) parking spaces (two stacked per driveway) will be provided on the additional driveways for a total of twelve (12) on-site parking spaces. The overall layout of this site, especially as it relates to access and parking, is more akin to that of a townhouse development, as each unit will have its own driveway and parking space. For this reason, it is appropriate to reduce the total number of parking spaces to a ratio of 1 per dwelling unit, which is consistent with the required parking associated with townhouse developments, resulting in a total 8 spaces. Additional stacked spaces can be accommodated within each driveway, for a total of 12 on-site parking spaces, which is adequate to support the intended use.

The overall design of the proposed development will provide ample outdoor amenity spaces for occupants. These areas will be buffered from the street and surrounding area by a planted strip of vegetation, which is shown on the attached site plan.

As part of previous zoning approvals, a number of setback reductions were required and applied. In addition to existing setback variances, the applicant is also requesting that the setback from Melrose Avenue be further reduced from 4.5m (14.7') to 3.05m (10'). The reduced setback from Melrose Avenue will be within the general character of the area and consistent with existing front yard setbacks on the other side of the street. It is important to note that the lot line appears to be approximately 7.5m (25') back from the traveled portion of the roadway; therefore the total building setback from the paved portion of the Melrose Avenue will be approximately 10.5m (34.5').

## Consultation

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

- See attached letters – Building Division, Engineering Department, Conservation Authority, Accessibility Advisory Committee
- No objections/comments – PWT, Fire Services, PUC Services

Correspondence from Building Division notes that the placement of structures on the subject property should give consideration to the abutting ravine. Conservation Authority comments further note that the subject property is located in an area under the Conservation Authority's jurisdiction, and a review will be required. Among other things, the Conservation Authority review will ensure that the buildings are setback and engineered to avoid any impacts to or from the adjacent slope.

Engineering Department notes that there appears to be one existing lateral servicing the subject property. The applicant will be required to verify that the size and condition of the existing lateral can support the intended use. In addition, a second lateral permit will be required. It is also noted that a servicing plan will be required and depending on the location

2013 11 18

Page 4

of the proposed laterals, a mill and overlay fee may be applicable for road restoration purposes. Patches for each lateral connection will not be acceptable.

Correspondence from the Accessibility Advisory Committee requests clarification on whether or not barrier free units will be required. The Chief Building Official has indicated that each 4-plex will require at least one unit to be of a barrier free design. Consequently, as per the Zoning By-law, three (3) of the required ten (10) parking spaces must be of a barrier free design. As previously mentioned, parking wise this development will function much like a townhouse development, with each unit having its own driveway and parking area. For this reason, designating three (3) barrier free parking spaces would severely impact the overall functioning of the development, and not provide any real benefit. Staff has discussed this with the Chair of the Site Plan Sub Committee of the Accessibility Committee, who agrees that in this instance, it is appropriate to waive the requirement for barrier free parking spaces.

Up to the drafting of this report, one letter of support (attached) has been received from the owner of 388 Bruce Street, and one letter of objection has been received from Mrs. Cox who resides at 403 Bruce Street.

Mrs. Cox raises a number of objections which are generally discussed below:

#### Construction Impacts

Mrs. Cox, who operates a home based hairdressing business, is concerned that during the construction phase, work trucks will utilize or block her driveway. Construction impacts, although short term, are an unfortunate reality of any development. Work trucks utilizing private property or blocking driveways is an enforcement issue, which can be handled by the police. Planning staff has discussed this with the applicant, who will attempt to manage the job site in a manner that reduces short term off-site construction impacts.

Mrs. Cox is also concerned that the development of the subject property will 'initiate a rodent problem', as construction may displace rodents from the subject property. The City, in association with Algoma Public Health has a program in place with available funding for pest control, if this becomes a substantial problem. Although not a condition of approval, it is recommended that the applicant implements a rodent abatement program prior to commencing construction upon the subject property.

#### 4-plexes will be too close to the Roadway

The attached correspondence also notes a concern that the buildings' close proximity to the roadway will result in safety issues associated with vehicles backing out of the proposed driveways onto Melrose Ave. It is recognized that setback reductions from Melrose Ave. are required to support this application. These reductions are within the general character of the area and similar to existing setbacks along Melrose Avenue. Placing the buildings closer to Melrose Ave. maximizes landscaping and outdoor amenity areas for occupants.

In terms of traffic safety, concerns arise based upon sightlines, rather than proximity to the roadway. Although parking is very close to the traveled portion of the roadway, sightlines are

2013 11 18

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open. Public Works and Transportation have not indicated any safety concerns with the proposed development.

#### Decrease in Property Values

Residential development can have a positive, negative or no impact to nearby property values. For this reason, Planning staff does not comment directly upon property value impacts.

#### Increase in Property Taxes

Mrs. Cox is also concerned that the proposed development would result in demands for curbs and sidewalks along this side of Melrose Ave. There is no local improvement charges associated with this development, and Engineering has confirmed that upgrades to Melrose are not forecasted within the 5-year Capital Works Budget.

#### Increase in Residential Density in a Primarily Single Detached Area

Mrs. Cox is also concerned that the construction of two 4-plexes would 'cause a congestion of people, traffic and cars in a small area.'

The residential area to the west is primarily single detached, however there are a number of existing multi residential properties further west on Bruce Street, which is classified on OP Transportation Schedule D as a an 'Arterial Street' accommodating large volumes of traffic. On June 16, 2011 8,400 westbound vehicles were counted along this portion of Bruce Street. Although traffic counts are not currently available for Melrose Avenue, this roadway is utilized as an alternative route between the downtown and the Great Northern Road corridor. Although it is recognized that traffic volumes along Melrose Avenue are substantially lower than those on Bruce Street, the increased traffic generated from the proposed 8-dwelling units will be negligible and not impact the current character of Melrose Avenue.

From a planning perspective, creating a mix of housing types within one neighbourhood is appropriate. Locally, single detached, semi-detached and other multi residential dwellings were segregated, often resulting in marginalized/stigmatized areas. Mixing housing types minimizes the marginalization of areas. Furthermore, a mixture of housing types allows those wishing to either 'downsize' or 'upscale' to remain in the same neighbourhood. Locally, there appears to be a strong market for seniors wishing to downsize. In theory, the proposed 4-plexes could offer seniors currently residing in the area a nearby housing alternative.

Finally, as previously mentioned, Residential Policies contained within the Official Plan support residential intensification and infill development opportunities of this nature.

#### Proposed Buildings Will Block View/Sunshine

As per the attached elevation showing the building façade facing Melrose Avenue, the proposed building height is 2-storeys, which is similar in height to 2-storey single semi or multiple detached dwellings which are permitted under the current zoning. While it is true that the current 'open' view from the properties across the street will change, the subject property is not zoned for 'open space'.

### Problems with Who May or May Not Occupy the Proposed 4-plexes

Mrs. Cox is also concerned with who may or may not occupy the proposed dwelling units. The applicant has stated that these units will be geared towards seniors, however restricting who can reside at these units or basing a planning decision upon who may or may not occupy the units is discriminatory.

Suffice to say, locally, affordable housing tends to be located in older buildings or conversions within existing buildings. Without some type of subsidy, it is not economically feasible to construct new units and charge 'affordable' rates. The applicant has stated that at this point he is not intending to access any rent subsidy programs.

### **IMPACT**

Approval of this application will not impact Municipal finances.

### **STRATEGIC PLAN**

This proposal is not directly linked to any items contained within the Corporate Strategic Plan.

### **SUMMARY**

In many ways the proposed 4-plexes will operate much like 'stacked townhouses', whereby each unit has an exclusive entrance and driveway. Even though the property is relatively shallow and the resulting density will be quite high, the overall design of the buildings and site will result in a quality infill development that will further round out this residential portion of Melrose Avenue. Ample outdoor amenity areas will be provided, which is in part, the result of utilizing separate driveways rather than one consolidated parking area.

### **RECOMMENDATION**

That City Council approves this application and rezones the subject property from "R3.S-284" (Low Density Residential Zone with Special Exception 284) to "R3.S-284" (Low Density Residential Zone with an amended Special Exception 284) to permit the construction of two (2) 4-plexes on the subject property, in addition to the uses permitted within an "R3" Zone, subject to the following Special Provisions:

- 1) That the setback from the west lot line be reduced from 4.5m to 3.05m.
- 2) That required parking spaces be permitted to be located within a required front and exterior side yard.
- 3) That the required parking be reduced to 8 spaces, for the 4-plex uses only.
- 4) That barrier-free parking spaces need not be supplied in association with the 4-plex uses only.

2013 11 18  
Page 7

6(6)(d)

Respectfully submitted,



Peter Tonazzo, MCIP, RPP  
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP  
Planning Director

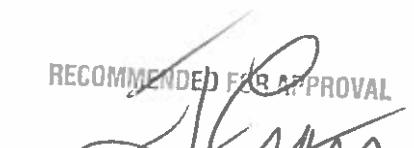
Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

PT/ps

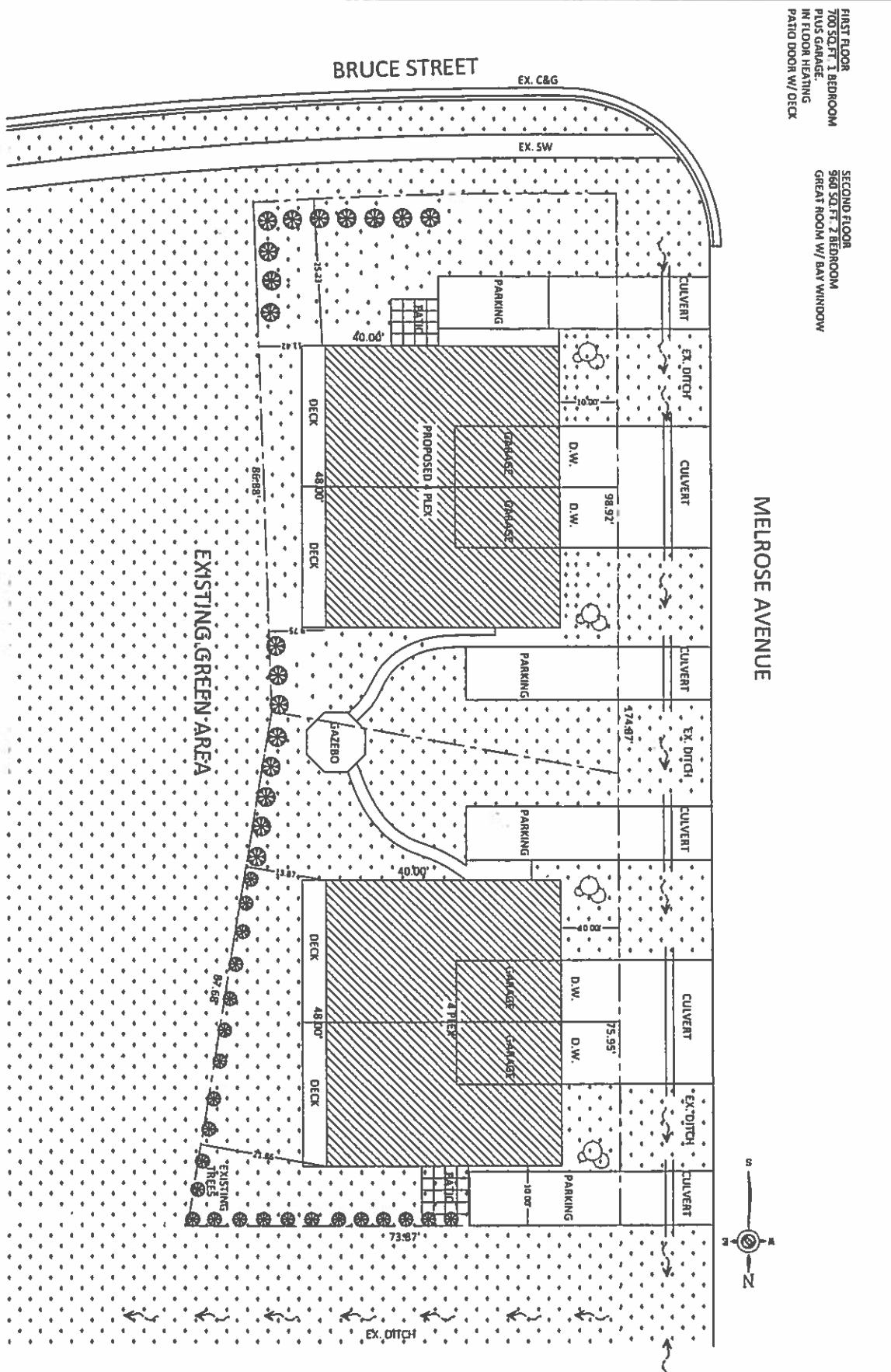
attachment(s)



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

Data\APPL\REPORT\26-13-Z.docx

6(6)(d)



PREPARED BY CAIRNS ENGINEERING INC.

PROJECT TITLE: PROPOSED 4-PLEX BUILDINGS	ADDRESS: 46 MELROSE AVE., SAULT STE. MARIE, ON		
DRAWING TITLE: SITE PLAN			
PROJECT NO. 2013-056	DRAWN BY: M MILLAR	CHECKED BY: P DICKERCK	CHECKED BY: M MILLAR
DRAWING NO:	SCALE: 1" = 20'-0"	DATE: SEPT 16, 2013	
SP1	DATE:	REVISION NO:	

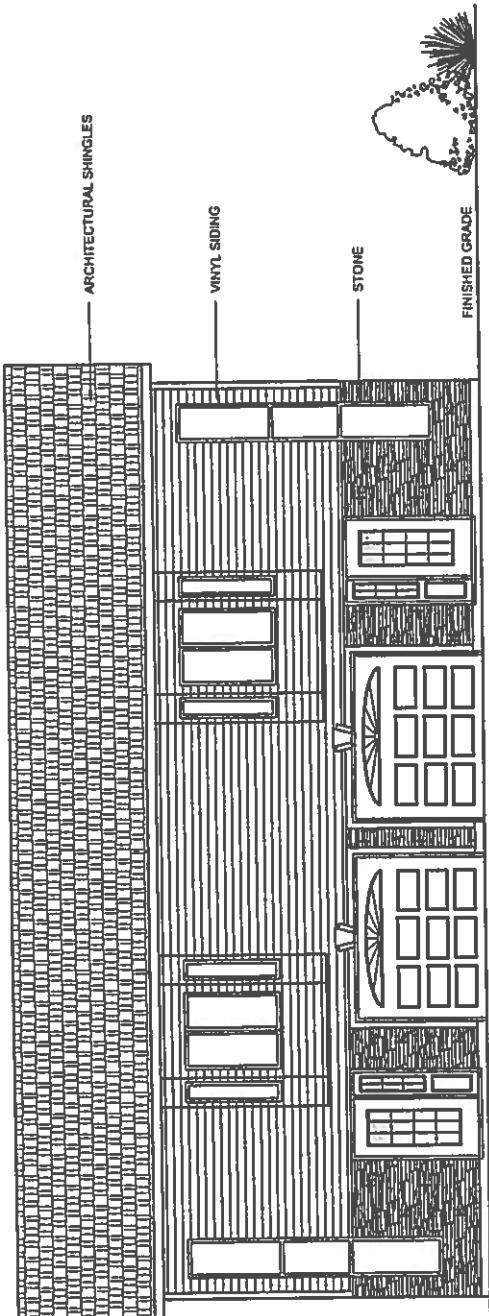
**MAJOR CONTRACTING (ALGOMA) LIMITED  
SINCE 1958**

**332 BAY STREET, SAULT STE. MARIE, ON  
PHONE - TONY RUSCIO - 705-759-8973**

6(6)(d)

DRAWING TITLE: PROPOSED 4-PLEX BUILDINGS			DATE: 07/07/2013	REVISION NO: A1
PROJECT NO: 1013-0565	SCALE: 1:200	DATE: OCT 1, 2013	DRAWING BY: M. ANDREA	
332 BAY STREET, SAULT STE. MARIE, ON		CHECKED BY: P. DEGIERACK CHECKED BY: M. MILLER		
PHONE: 705-759-8973		SINCE 1958		
MAJOR CONTRACTING (ALGOMA) LIMITED				

PREPARED BY CARNS ENGINEERING INC.



FRONT ELEVATION  
(PROPOSED 4 PLEX)

**Pat Schinners**

---

**From:** Don Maki  
**Sent:** Wednesday, October 16, 2013 3:01 PM  
**To:** Don McConnell; Pat Schinners  
**Subject:** 46 Melrose Ave rezoning A-26-13-Z

Hi Don

Please note that there is a small ravine directly behind this property and a portion of the property is regulated under by the Conservation Authority. Placement of the structures should give consideration to the sloped lands and have regard to slope stability and a proper setback from the toe of slope.

Don

**Pat Schinners**

**From:** Marlene McKinnon <MMcKinnon@ssmrca.ca>  
**Sent:** Friday, October 18, 2013 9:51 AM  
**To:** Pat Schinners  
**Subject:** SSMRCA Response - A-26-13-Z - 46 Melrose Avenue

October 18, 2013

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

**Conservation Authority Comments:**

**Application #** A-26-13-Z  
Major Contracting (Algoma) Ltd.  
46 Melrose Avenue  
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses as it is in close proximity to a ravine area.

The proposed development on the subject property will require a site plan review by our office and may require a permit under O.Reg. 176/06.

The subject property is not under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection.

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

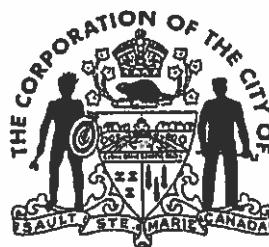
M. A. McKinnon, CGS  
GIS Specialist  
Sault Ste. Marie Region Conservation Authority  
1100 Fifth Line East  
Sault Ste. Marie ON P6A 6J8  
[mmckinnon@ssmrca.ca](mailto:mmckinnon@ssmrca.ca)  
[www.ssmrca.ca](http://www.ssmrca.ca)  
Phone 705-946-8530  
Fax 705-946-8533

Member of Canadian Institute of Geomatics

6(6)(d)

Jerry D. Dolcetti, RPP  
Commissioner

Daniel Perri, EIT  
Engineering Intern



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 10 29

Our File: A-26-13-Z

MEMO TO: Donald B. McConnell, MCIP, RPP  
Planning Director

RE: **A-26-13-Z – 46 MELROSE AVENUE  
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

The Engineering and Construction Division has reviewed the above noted application and provides the following:

- Our records indicate that there is currently one existing lateral servicing the property. This lateral shall be verified by the Applicant's Engineer to ensure that the size and condition of the lateral will support the intended use. Confirmation shall be forwarded to the Commissioner of Engineering & Planning or his designate.
- A servicing plan is required with proposed sanitary connections. A second lateral permit will be required.
- Dependent on the location of the proposed lateral and the condition of the existing lateral, a mill and overlay fee may also be applicable for road restoration purposes. Patches for each lateral connection will not be acceptable.

If you have any questions, please contact the undersigned.

Yours truly,

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

Daniel Perri, EIT  
Engineering Intern

c: Jerry Dolcetti, Commissioner, Engineering & Planning  
Susan Hamilton Beach, P. Eng., Deputy Commissioner, PWT  
Pat Schinners, Planning

6(6)(d)



October 23/2013

Don McConnell  
Planning Director  
City Planning & Engineering Division

**SUBJECT: SITE PLAN REVIEW A-26-13-Z 46 Melrose Avenue**

Dear Mr. McConnell

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

**Exterior**

**1. Parking**

- ◆ Current parking does not any accessible parking spaces. We hope this does not mean that none of these apartments will be available for a person(s) withdisabilities.

**2. Walkways & Sidewalks**

- ◆ Ensure entrance is at grade with surrounding sidewalk and parking lot.

**3. Curb Cuts**

- ◆ No apparent curb cuts. Prefer all entrance/exits and sidewalks at grade.

**4. Ramping**

- ◆ No apparent ramping so no comment.

**5. Transit Access**

◆

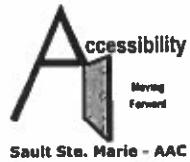
**6. Lighting**

- ◆ In accordance with the Illuminating Engineers Society of North America Standards

**7. Signage**

- 8. Other:** It is important that when buildings are going up for apartment dwelling that we encourage we consider the number of persons with

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disabilities as well as seniors seeking alternative living accommodations. This has to be considered as we move forward.

Please forward any revised site plans to my attention for additional comments

Thank you for your attention to these recommendations.

Sincerely,

Ann Marie McPhee  
Chair, Site Plan Sub Committee

6(6)(d)

J.R. TORAZZO

No. 1. 4 / 2013

With regards to the applicant: Major Contracting  
and the applicants request on application No:

A-26-13-Z

I have no problem with the  
1.1m on the South corner of Bruce and Gladstone.

Thank you

Bernard <sup>Redeemer</sup>  
302 BRUCE ST.

**Peter Tonazzo**

---

**From:** tom cox <decoxe@yahoo.com>  
**Sent:** Monday, November 11, 2013 4:27 PM  
**To:** Peter Tonazzo  
**Subject:** Planning Application A-26-13-Z

Mr. Tonazzo,

My name is Mary Anne Cox, and I live at 403 Bruce Street at the corner of Melrose Avenue. I have a double lot that extends down Melrose right across from the property where they are planning to build two 4-plexes. I do have many concerns as I have a hairdressing salon in my house which is my sole livelihood. Firstly, due to my business, I have a double driveway, I would not want work vehicles turning in my driveway and/or blocking my driveway which could be detrimental to my business operations. Secondly, if the water or power would have to be turned off I would need sufficient notice as both are necessities to operate my business. Also, when construction began on Bruce Street in front of my house approximately 5 years ago it initiated a problem with rodents and the subsequent expense for pest control. With regards to the 4-plexes themselves, I really don't know where to start, I have many more concerns.....

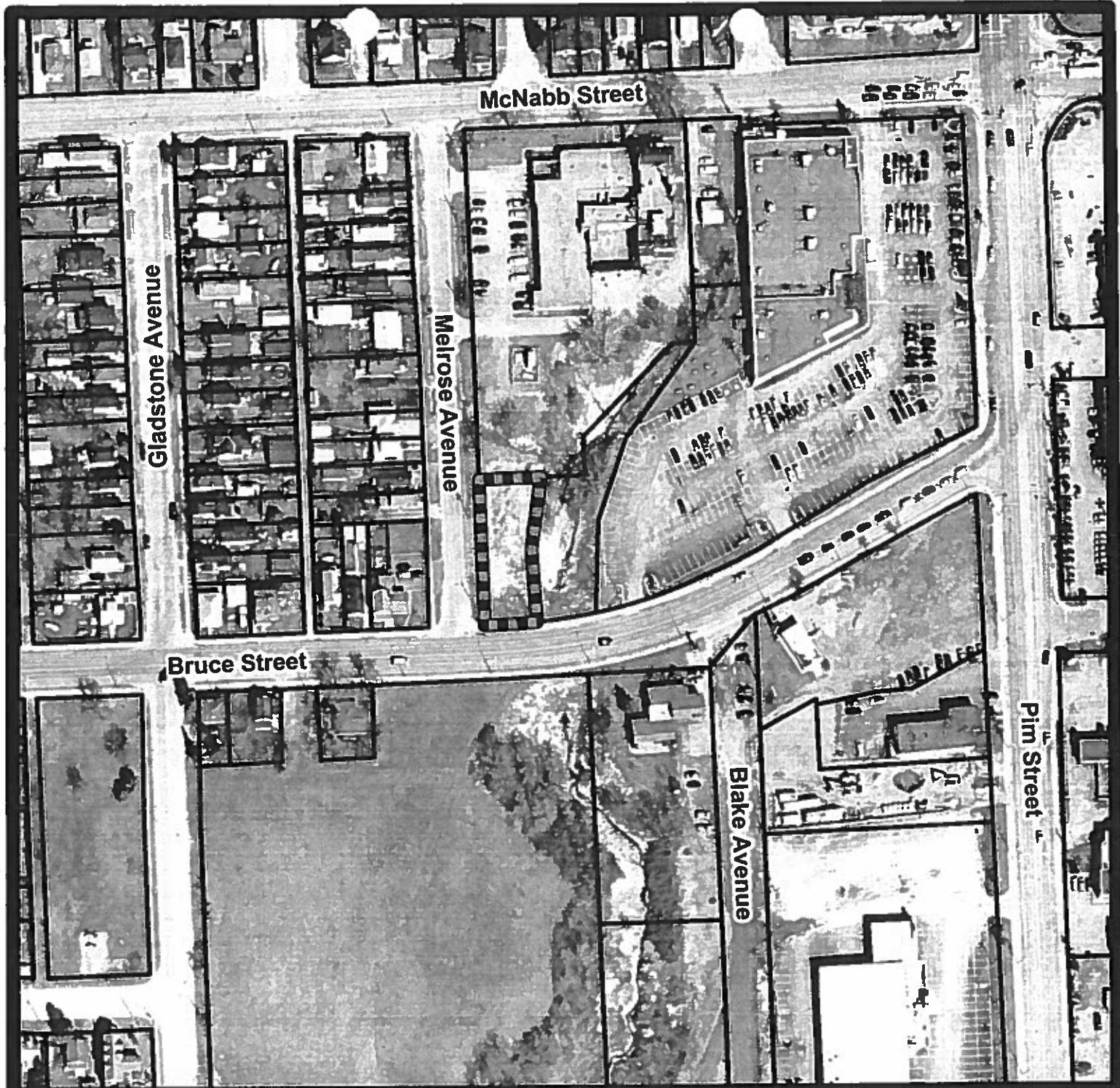
- 1.) The 4-plexes would be too close to the road and therefore there would not be enough parking for the residents and guests. This would cause many more vehicles to be parked on Melrose Avenue making it one lane which would be dangerous for backing out of driveways, turning onto Bruce Street, children playing, snow plow etc. There are already many accidents with people turning onto Melrose from Bruce and vice versa. The increase in traffic flow would increase these odds.
- 2.) It would decrease our property value
- 3.) It may increase our property taxes (construction of curbs, etc.)
- 4.) When I purchased my house in the early 90s it was a triplex apartment. I had to buy it as a single family dwelling as this is a single family residential area. The construction of two 4-plexes would cause a congestion of people, traffic and cars in a small area. Particularly because these housing units will be directly across from a home business where people are already coming in and out at all times.
- 5.) The height of these 4-plexes will block all my sunshine and my now open view
- 6.) It has been said that these properties are geared to income, or to "seniors". As much as I agree that affordable housing in this city is important, my neighborhood would not benefit from the social problems that inevitable occur with these types of dwellings. Melrose Avenue was a pretty bad area in the past, but with good long-term neighbours and residents who ultimately care about their properties and the state and condition of the neighbourhood, it has become a peaceful and safe street to call home and I would not want anything to change that.

I will be sending a petition around and will be presenting it at City Council along with anything I may have forgotten.

Thank You,

Mary Anne Cox

6(6)(d)



# 2012 ORTHO PHOTO

## 46 MELROSE AVENUE

### Planning Application A-26-13-Z



METRIC SCALE  
1 : 1200

MAP REFERENCE  
27 & 1-30

MAIL LABEL ID  
A-26-13-Z

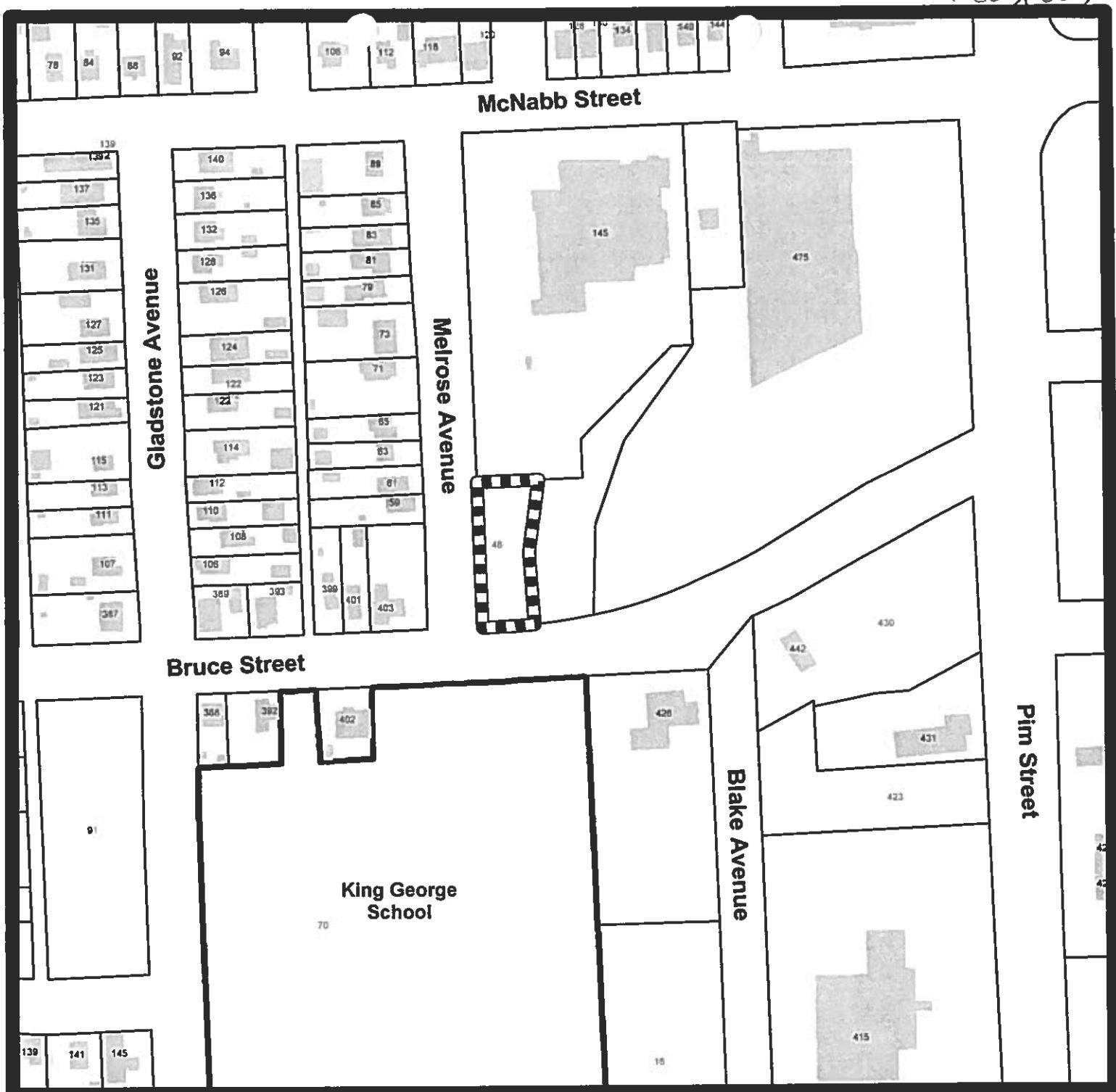
#### Legend



Subject Property = 46 Melrose Avenue

ROLL NUMBER  
020-029-001-05

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# SUBJECT PROPERTY MAP

## 46 MELROSE AVENUE

### Planning Application A-26-13-Z



METRIC SCALE  
1 : 1200

MAP REFERENCE  
27 & 1-30

MAIL LABEL ID  
A-26-13-Z

#### Legend



Subject Property = 46 Melrose Avenue

ROLL NUMBER  
020-029-001-05



# EXISTING ZONING MAP

**46 MELROSE AVENUE**

**Planning Application A-26-13-Z**



METRIC SCALE  
1 : 1200

MAP REFERENCE  
27 & 1-30



Subject Property = 46 Melrose Avenue



R2 - Single Detached Residential Zone; R2hp



R3 - Low Density Residential Zone



C4 - General Commercial Zone



C5 - Shopping Centre Zone



PR - Parks and Recreation Zone

MAIL LABEL ID  
A-26-13-Z

ROLL NUMBER  
020-029-001-05

## **Malcolm White**

---

**From:** Susan Myers  
**Sent:** Thursday, November 14, 2013 8:39 AM  
**To:** Malcolm White  
**Subject:** Graffiti e-mail for agenda package

**Importance:** High

Malcolm please include the e-mail below with the Graffiti item.

**J. Susan Myers**  
**City Councillor Ward Two**  
**705.256-6128**

---

**From:** Jasmina Jovanovic [Jasmina@artgalleryofalgoma.com]  
**Sent:** November 5, 2013 9:35 AM  
**To:** tvarpio@saultdowntown.com; Susan Myers  
**Cc:** Steve Butland; R.Davies@ssmps.org; Terry Sheehan; Mike Nadeau  
**Subject:** Re: Addressing Graffiti issue

Hello Everyone,

I would like to thank you Susan for addressing the issue and inviting the AGA to be part of the solution. I fully support the approach Councillor Butland and you are taking with regards to graffiti in the city. I think if all of us work together we will be able to find an outlet which will engage youth in our city in a more creative and rewarding way. The AGA is fully on board with this initiative.

Best regards,  
 Jasmina

Sent from my BlackBerry 10 smartphone on the TELUS network.

---

**From:** Tasha Varpio  
**Sent:** Tuesday, November 5, 2013 09:17  
**To:** 'Susan Myers'  
**Reply To:** tvarpio@saultdowntown.com  
**Cc:** 'Steve Butland'; Jasmina Jovanovic; R.Davies@ssmps.org; 'Terry Sheehan'; 'Mike Nadeau'  
**Subject:** RE: Addressing Graffiti issue

Hi Susan,

Thanks for your concern on this matter. I am aware of the graffiti and would like to be a part of solving this issue. I love the idea of working with the AGA and creating an area for graffiti artists to express themselves.

My next board meeting is Tuesday, November 12 and at that time I will address this with my members.

I will keep you posted and will see you Wednesday night.

Thanks,  
Tasha

Tasha Varpio  
Manager, Downtown Association  
496 Queen Street E. | Sault Ste. Marie, ON P6A 1Z8  
T: 705.942.2919 | [www.saultdowntown.com](http://www.saultdowntown.com)

-----Original Message-----

From: Susan Myers [mailto:[s.myers@cityssm.on.ca](mailto:s.myers@cityssm.on.ca)]  
Sent: Monday, November 04, 2013 3:05 PM  
To: [tvarpio@saultdowntown.com](mailto:tvarpio@saultdowntown.com)  
Cc: Steve Butland; [jasmina@artgalleryofalgoma.com](mailto:jasmina@artgalleryofalgoma.com); [R.Davies@ssmps.org](mailto:R.Davies@ssmps.org); Terry Sheehan; Mike Nadeau  
Subject: Addressing Graffiti issue

Hi Tasha,

As Manager of Downtown, I wanted to chat with you about the issue of Graffiti in our community and the desire by Councillor Butland and myself to move forward with a City Council led, community strategy to work on this problem.

I think we all recognize it happens across the city however we are acutely aware that Downtown certainly experiences perhaps a bit more than some areas due to congregating of the "taggers", perhaps being home to night clubs and the bus terminal etc are also contributing factors. Recently, I was contacted by a Ward Two business which is what initiated me bringing this forward with a new approach. Some years ago, in 2007 Councillor Sheehan did some work on this same issue.

At any rate, I have found the region of Waterloo has made great strides in developing a "Wipe-out Graffiti" strategy. Councillor Butland has also reviewed that work and together we plan to ask City Council by way of a resolution on Nov. 18, if they will give us the approval to establish a community based task committee to bring folks together who want to see some movement around steps towards reducing or eliminating this problem in Sault Ste. Marie.

In an informal "drive around" scan, Councillor Butland has identified over 50 graffiti displays.

The Police Chief is aware of our desire and has assured us Police Services has this "mischief" crime on their radar and in their community policing plan.

I have had a conversation with Jasmina Jovanovic at the Art Gallery, around a model in Winnipeg where a Graffiti Gallery was established in the worst part of the city, to provide an outlet for the graffiti artists to express themselves in a positive way; it has been a very successful program.

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As we Dialogue this week at your office about future plans for the Downtown, there may be a role for establishing such an outlet somewhere in the Downtown with AGA involved. AGA is also looking at it's mandate in the community and indeed sees a social responsibility role too, so such an initiative might meet several goals.

All this to say, I would like to get a take from you as to whether or not you 1) see an existing issue around graffiti in the Downtown and 2) if you and your Board would be willing to be part of a task committee if Council does give us approval to move in that direction.

Please check out [www.wipeoutgraffiti.ca](http://www.wipeoutgraffiti.ca) to review the Waterloo community based approach. The website is simple, informative and I think quite doable an approach for us in the Sault.

In the end, City Council can pass a bylaw around this but enforcement is always the challenge. Is it fair for example to put the cost of removing graffiti onto the property owner? Not necessarily as in reality, they are victims of a crime. Some more prosperous property owners may chose to remove tags but for many others from private homeowners to businesses, it would prove to be a financial hardship. So, a bylaw is not necessarily the way to go. Rather raising awareness, education, looking at creative solutions; that is where Councillor Butland and myself would like to head.

Please let me know your thoughts.

Susan.

J. Susan Myers  
City Councillor Ward Two  
705.256-6128

***Broken windows theory.***

In their influential work, Wilson and Kelling (1982) developed broken windows theory from previous studies that suggested that a broken window left in disrepair will soon lead to other windows in a building being broken. They felt this concept could be further generalized and argued that instead of social decay simply reinforcing social decay it could also create crime problems. This basic theory has a logical consistency to it which is supported by research in the field. For example, Keize, Lindenberg and Steg (2008) demonstrated that if one social norm is violated it will encourage individuals to violate other social norms. Particularly insightful is their sixth field experiment in which they showed that if a public space is filled with graffiti individuals are more likely to steal an envelope with money in it from a mail box (Keize, Lindenberg & Steg, 2008).

***Excerpt from:***

**Fear of Crime: Perceptions in Waterloo Region**

By Anthony Piscitelli

Supervisor Planning & Research,

Waterloo Region Crime Prevention Council

**With Support from:**

The University of Waterloo Survey Research Centre

Christiane Sadeler

Executive Director, Waterloo Region Crime Prevention Council

Jessica Hutchison

Research Analyst, Waterloo Region Crime Prevention Council

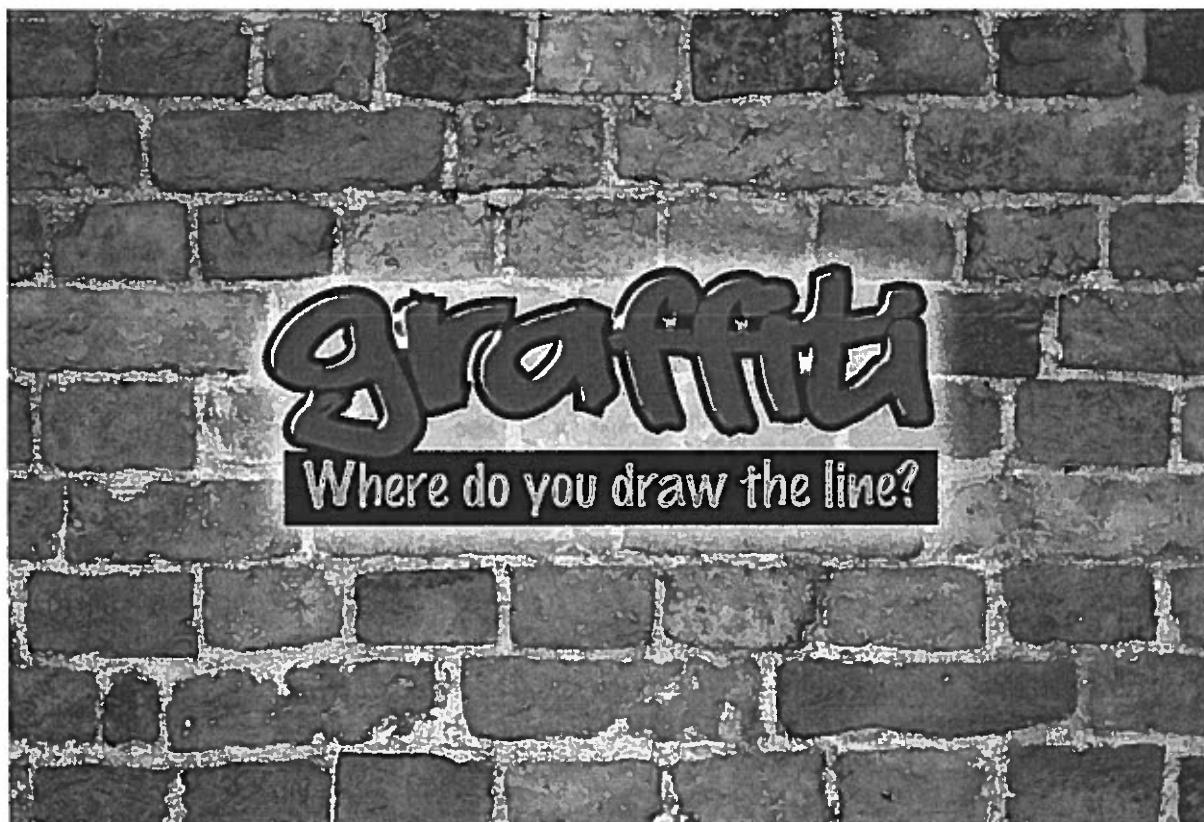
Published by the Waterloo Region Crime Prevention Council.

November 2009

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wipeoutgraffiti.ca



**Waterloo Region Anti-Graffiti Alliance**  
**Reporting Hotline:**  
**1-855-TAG FREE (1-855-824-3733)**

Cambridge \* Kitchener \* Waterloo \* North Dumfries \* Wellesley \* Wilmot \* Woolwich

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# wipeoutgraffiti.ca

**Where do you draw the line?**

The presence of graffiti has a widespread negative impact on any community. In 2009 a core group of municipal partners formed the Waterloo Region Anti-Graffiti Alliance to brainstorm ways to combat graffiti. It became clear that a coordinated and collaborative approach would be the best way to develop an anti-graffiti strategy.

Four areas were identified in which to focus efforts:

**Prevention & Enforcement** - Develop deterrence initiatives and consistent by-law regulations

**Community Engagement** - Engage people in activities to prevent and reduce graffiti

**Public Awareness & Education** - Raise awareness within communities about the impact of graffiti

**Public Art** - Develop public art projects in identified areas of the region as a way to deter graffiti

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## Recognize It.



### What is graffiti?

Graffiti is the etching, painting or placing of a mark on public or private property.

### Is graffiti a crime?

Yes. Graffiti is considered an act of vandalism and is a criminal offence when placed on public or private property without the owner's consent. The criminal charge that would be laid for someone committing an act of vandalism is "mischief". Persons charged with "Mischief" would be required to attend court.

According to section 430 of the Criminal Code, the punishment for Mischief in relation to property is as follows:

- (a) is guilty of an indictable offence and is liable to imprisonment for a term not exceeding 2 years; or
- (b) is guilty of an offence punishable on summary conviction

### How does graffiti affect a community?

Graffiti is a major concern for many citizens, organizations, and businesses. It affects everyone! Graffiti is not a victimless crime. If ignored, graffiti can:

- Lead to increased graffiti and crime
- Loss of business growth and tourism
- Result in costly clean up
- Reduce property values
- Decrease residents feelings of safety

Learn the 3 R's of Graffiti - Recognize. Report. Remove. - to reduce the spread of graffiti and make our cities and townships a great place to live!



2011\_graffiti\_fact\_sheet.pdf  
[Download File](#)

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## Report It.



You can help manage graffiti where you live by reporting graffiti when you see it, so that it can be removed promptly. All residents are encouraged to report graffiti whenever it is spotted. The sooner it is removed, the better.

When reporting an incident of graffiti, please provide as much information regarding the location as possible. City staff will use the information reported to them to contact the appropriate property owner or agency to call for the graffiti to be removed as soon as reasonably possible.

Reporting Hotline: **1-855-TAG-FREE (1-855-824-3733)**

**Online Reporting** Select the city in which you would like to report the graffiti. This link takes you to each municipality's reporting page. For Wilmot, Woolwich, Wellesley or North Dumfries townships, please call the hotline to report at 1-855-824-3733.



City of Cambridge



City of Kitchener



City of Waterloo

### When to call police?

Incidents of hate crime or gang graffiti should be reported directly to police at 519-653-7700.

If you witness an act of graffiti in progress, please call 911, as it is a crime in progress. Provide as much detail about the incident as possible to the 911 operator.

### Want to remain anonymous?

# wipeoutgraffiti.ca

## Remove It.



The faster graffiti is removed, the less likely the site will be tagged again. With your help we can start to reduce this kind of vandalism in our community.

### Community Clean Up Days

Coming soon! Stay tuned for a listing of community clean up events. Find out how you can get involved and wipeout graffiti.

### Prevent it

Keep it clean! Properties that have littered lots, graffiti, broken fences, overgrown greenery and poor lighting, suggest neglect and are prime targets of graffiti vandals. Keeping your property clean and maintained has a positive effect on the community and deters graffiti.

### Mural Projects

#### BEFORE



#### AFTER



In June 2010, as part of a regional graffiti prevention strategy, members of Waterloo Regional Police, the City of Kitchener – Centreville Chicopee Community Centre

Under the guidance of artist Sanjeev Rajput and local design company Essential Image, police and youth worked together developing artwork for the mural and it

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## Resources



[Place to Live poster](#)  
[Download File](#)



[Place to Walk poster](#)  
[Download File](#)



[Place to Play poster](#)  
[Download File](#)



[Place to Grow poster](#)  
[Download File](#)

[Waterloo Region Anti-Graffiti Alliance Strategy](#)

[Fear of Crime Report \(2009\)](#)

[Brochure \(2011\)](#)

# A place to live?



Where do you draw the line?

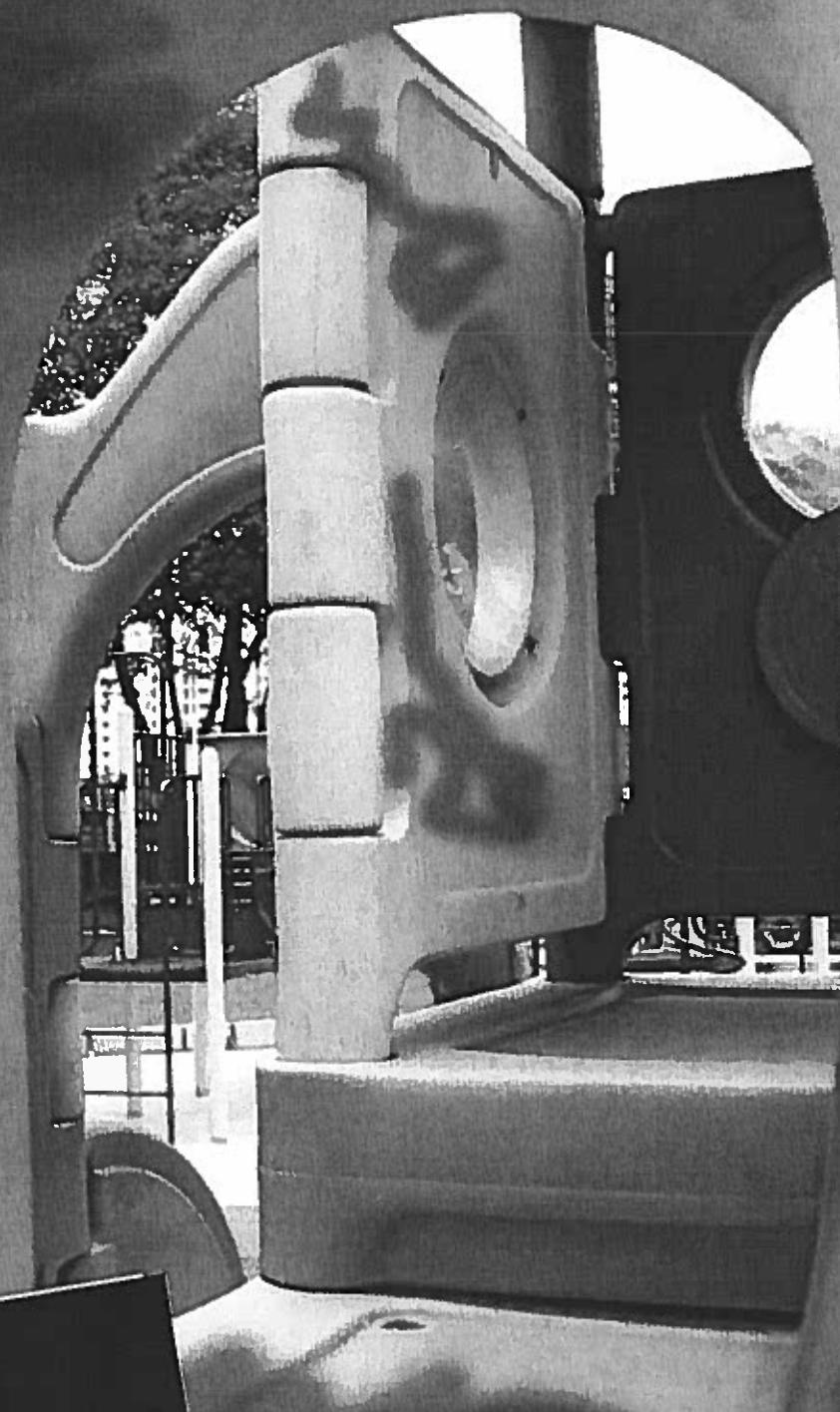
# A place to walk?

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Where do you draw the line?

# A place to play?



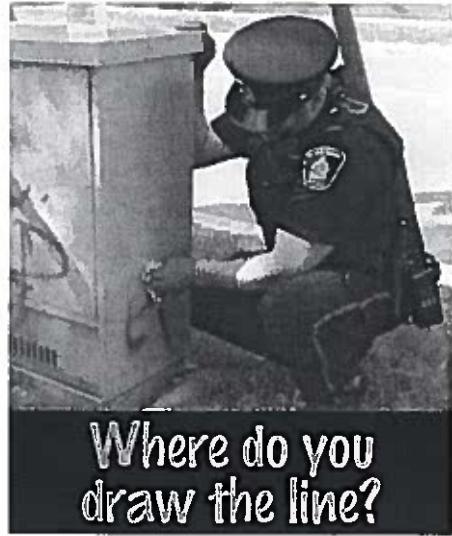
Where do you draw the line?

# A place to grow?



HIGH  
RISK

Where do you draw the line?



## Where do you draw the line?

The presence of graffiti has a widespread impact on any community. In 2010, a group of municipal partners formed the Waterloo Region Anti-Graffiti Alliance and identified four areas in which to focus efforts:

### Prevention & Enforcement

Develop deterrence initiatives and consistent bylaw regulations.

### Community Engagement

Engage people in activities to prevent and reduce graffiti.

### Public Awareness & Education

Raise awareness within the community about the impact of graffiti.

### Public Art

Develop public art projects in identified areas of the region as a way to deter graffiti.

## Partners

Bell Canada	KW Hydro
Button Factory	KW Real Estate Board
Cambridge BIA	North Dumfries Township
Canada Post	Reaching Our Outdoor Friends (ROOF)
City of Cambridge	Region of Waterloo
City of Kitchener	UpTown Waterloo BIA
City of Waterloo	University of Waterloo Police
Community Centres and Volunteers	Waterloo Region Crime Prevention Council
Community Justice Initiatives	Waterloo Catholic District School Board
Community Members	Waterloo Region District School Board
Conesloga College	Waterloo Regional Police Services
Crown Attorney's Office	Wellesley Township
Downtown East 'You Gotta Luv It' Project	Wilmot Township
Downtown Kitchener BIA	Wilfrid Laurier Police
Grand River Conservation Authority	Woolwich Township
Grand River Transit	... And YOU!
John Howard Society	

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WATERLOO REGION ANTI-GRAFFITI ALLIANCE

Reporting Hotline:

**1-855-TAG FREE**

1-855-824-3733

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

Brochure PAGE 1.

# Recognize It.

## What is Graffiti?

Graffiti is vandalism resulting from the etching, painting or placing of a mark on public or private property.

## Is Graffiti Illegal? YES!

The cities in Waterloo Region have graffiti bylaws that prohibit graffiti from being placed on any property without the owner's consent and requires them to remove graffiti from their property.

A ticket or summons to appear in court may be issued. A person who commits tagging may be charged under the Criminal Code of Canada

## How does Graffiti Affect our Community?

Graffiti affects everyone!! It is a major concern for many citizens, organizations, and businesses. Graffiti is not a victimless crime. If ignored, graffiti can:

- Lead to increased graffiti and crime
- Create loss of business and tourism
- Result in costly clean up
- Reduce property values
- Decrease feelings of safety in neighborhoods

# Report It.

When reporting an incident of graffiti, please provide as much information regarding the location as possible. City staff will use the information reported to them to contact the appropriate property owner or agency to call for the graffiti to be removed as soon as reasonably possible.

### Reporting Hotline:

1-855-TAG-FREE (1-855-824-3733)

### Online Reporting:

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

### Call Police:

Call 911 if you witness an act of *graffiti in progress*, as it is a crime in progress. Provide as much detail about the incident as possible to the 911 operator.

Call police at 519-653-7700 to report Incidents of *hate crime or gang graffiti*.

### Call or Text Crime Stoppers:

Secure & anonymous Tips via Text Message Send your message to:

"CRIMES" (274637) and type "TIP152" at the beginning of the body of the message. Your messages are secure and anonymous.

# Remove It.

The faster graffiti is removed, the less likely the site will be tagged again. With your help we can start to reduce this kind of vandalism in our Community.

## Prevent it

Keep it clean! Properties that have littered lots, graffiti, broken fences, over-grown greenery and poor lighting, suggest neglect and are prime targets of graffiti vandals. Keeping your property clean and maintained has a positive effect on the community and deters graffiti.

## Remember the 3 R's of Graffiti -

### Recognize. Report. Remove.

- to reduce the spread of graffiti and make our cities and townships a great place to live!

Brochure PAGE 2

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## Partners



City of Kitchener	Button Factory
City of Waterloo	Community Centre Coordinators and volunteers
City of Cambridge	Community Members
Township of Wellesley	Community Justice Initiatives
Township of Wilmot	Conestoga College
Township of Woolwich	Crown Attorney's Office
Township of North Dumfries	Downtown East 'You Gotta Luv It' Project
Cambridge BIA	Grand River Conservation Authority
Downtown Kitchener BIA	Grand River Transit
UpTown Waterloo BIA	John Howard Society
Region of Waterloo	KW Real Estate Board
Waterloo Region District School Board	Reaching our outdoor Friends (ROOF)
Waterloo Catholic District School Board	University of Waterloo Police
Waterloo Regional Police Service	Wilfrid Laurier Police
Waterloo Region Crime Prevention Council	<b>... and YOU!!!</b>
Bell Canada	
Canada Post	
KW Hydro	

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## Media



### About the Strategy

[Waterloo Region Graffiti Strategy: A report on the initiatives being undertaken \(2010\)](#)

### Media Articles

[City joins region-wide strategy to combat graffiti \(Your Kitchener, May-June 2011\)](#)

[Waterloo takes aim at graffiti \(The Record, June 14, 2011\)](#)

[Anti-Graffiti Strategy Set \(Waterloo Chronicle, June 15, 2011\)](#)

[Region's anti-graffiti strategy on display in unique mural \(The Record, June 16, 2011\)](#)

### Events

**Tuesday, June 5, 2012**

**1:30-3:30pm**

**Camelot Park Mural Celebration & Unveiling, Waterloo**

[Click here for poster with details.](#)

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## **Waterloo Region Anti-Graffiti Alliance**

**Email:** [click here to email inquiries](#)

**Reporting Hotline:** 1-855-TAG-FREE  
(1-855-824-3733)

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2013-213

**AGREEMENT:** (LE-114) A by-law to authorize an agreement between the City and Downtown Association, Loplop Lounge & Gallery and Searchmont Ski Association Inc. as Licensees to permit the Licensees to occupy various portions of Queen Street East for the Moonlight Magic Event taking place on November 20 – 21, 2013.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated November 18, 2013 between the City and Downtown Association, Loplop Lounge & Gallery and Searchmont Ski Association Inc. as Licensees attached as Schedule "A" hereto. This agreement permits the Licensees to occupy various portions of Queen Street East for the Moonlight Magic Event taking place on November 20 – 21, 2013.

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 18<sup>th</sup> day of November, 2013.

---

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

**Schedule "A"**

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**LICENCE TO OCCUPY CITY PROPERTY**

THIS LICENCE made in duplicate this 18<sup>th</sup> day of November, 2013.

**B E T W E E N:**

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

(herein referred to as the "City")

- and -

**DOWNTOWN ASSOCIATION**

(herein referred to as the "Downtown Association")

- and -

**STEPHEN ALEXANDER, OPERATING AS LOLOP LOUNGE & GALLERY**

(herein referred to as "Loplops")

- and -

**SEARCHMONT SKI ASSOCIATION INC.**

(herein referred to as "Searchmont")

The City grants to the Downtown Association, Loplops and Searchmont (collectively referred to as the "Licensees") the right to occupy the property of the City ("the City Property") identified as six (6) separate portions of land on Queen Street East, Sault Ste. Marie, specifically identified on Schedule "A" attached to this Licence to Occupy City Property.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

10(a)

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED )

) Date: \_\_\_\_\_

)  
TASHA VARPIO – MANAGER OF THE  
DOWNTOWN ASSOCIATION

)  
I HAVE THE AUTHORITY TO BIND THE  
DOWNTOWN ASSOCIATION.

)  
Date: \_\_\_\_\_

)  
STEPHEN ALEXANDER – SOLE  
PROPRIETOR OF LOPLOPS

)  
Date: \_\_\_\_\_

)  
JEFF PRIDDLE – PRESIDENT OF  
SEARCHMONT SKI ASSOCIATION INC.

)  
I HAVE THE AUTHORITY TO BIND  
SEARCHMONT SKI ASSOCIATION INC.

)  
Date: \_\_\_\_\_

)  
THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE

)  
MAYOR – DEBBIE AMAROSO

)  
CITY CLERK – MALCOLM WHITE

)  
WE HAVE THE AUTHORITY TO BIND THE  
CORPORATION.

**SCHEDULE "A" TO  
LICENCE TO OCCUPY CITY PROPERTY**

**City Property**

The following programming and structures are permitted to be set up and/or conducted at the following locations on City Property:

**A. Patios and programming locations:**

1. Heritage Block on Queen Street East
  - a) Luminaries, specifically plastic lanterns with electric tea lights, placed on the Heritage Block on Queen Street East;
  - b) One (1) Burn Barrel, referred to as an open flame warming station, set up in front of City Meat Market, and so long as the Licencees comply with the terms in Paragraph 16 of Schedule "B" to this Licence Agreement; and
  - c) Carollers actively singing on the Heritage Block on Queen Street East.
2. Square One on Queen Street East
  - a) A ten (10) metre by five (5) metre Snowboarding Park defined in Section B. of Schedule "A" herein, to be located in the vicinity of 654 Queen Street East;
  - b) A Pop-Up Patio located near to the Snowboarding Park; and
  - c) An inflatable movie screen located near the Snowboarding Park showing movies and images as described in Paragraph 11 of Schedule "B" to this Licence Agreement.
3. Square Two on Queen Street East
  - a) Luminaries, specifically plastic lanterns with electric tea lights, placed on Square Two on Queen Street East;
  - b) One (1) Burn Barrel, referred to as an open flame warming station, set up in front of Bingham Street at Stone's Office Supply, and so long as the Licencees comply with the terms in Paragraph 16 of Schedule "B" to this Licence Agreement; and
  - c) Carollers actively singing on Square Two on Queen Street East.
4. Square Three on Queen Street East
  - a) Luminaries, specifically plastic lanterns with electric tea lights, placed on Square Three on Queen Street East;
  - b) One (1) Burn Barrel, referred to as an open flame warming station, set up in front of the March Street stage, and so long as the Licencees comply with the terms in Paragraph 16 of Schedule "B" to this Licence Agreement;
  - c) Carollers actively singing on Square Three on Queen Street East; and
  - d) A tree lighting ceremony located in the vicinity of 426 Queen Street East.
5. Square Four on Queen Street East
  - a) Luminaries, specifically plastic lanterns with electric tea lights, placed on Square Four on Queen Street East;
  - b) One (1) Burn Barrel, referred to as an open flame warming station, set up in front of the Summit Church, and so long as the Licencees comply with the terms in Paragraph 16 of Schedule "B" to this Licence Agreement; and
  - c) Carollers actively singing on Square Four on Queen Street East.

6. Square Five on Queen Street
  - a) Luminaries, specifically plastic lanterns with electric tea lights, placed on Square Five on Queen Street East;
  - b) One (1) Burn Barrel, referred to as an open flame warming station, set up in front of the Memorial Tower, and so long as the Licencees comply with the terms in Paragraph 16 of Schedule "B" to this Licence Agreement; and
  - c) Carollers actively singing on Square Five on Queen Street East.
- B. The following programming is permitted to be set up and conducted at the locations referenced in Section A(2) above as the Snowboarding Park:
  1. Snow, both natural and artificially created, brought in from external sources;
  2. Features set up, including rails, boxes, pipes and wall rides;
  3. A drop-in ramp constructed out of snow or scaffolding, including a staircase;
  4. Any barricades required to keep spectators off of the structures; and
  5. An inflatable movie screen and projector.

**SCHEDULE "B"**  
**LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants Loplops permission to set up one (1) tent structure, twenty (20') feet by twenty (20') feet (the "Pop-Up Patio") on November 21, 2013 as part of the Moonlight Magic Activities, on Queen Street East, Sault Ste. Marie, Ontario, at the specific location identified in Schedule "A" to this Licence Agreement ("City Property"), and subject to the following time schedules for November 21, 2013:
  - a) between the hours of 5:30 p.m. to 6:00 p.m., Loplops may set up the Pop-Up Patio;
  - b) between the hours of 6:00 p.m. and 10:30 p.m., Loplops may serve alcoholic beverages at the Pop-Up Patio in accordance with their Liquor Permit acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
  - c) between the hours of 10:00 p.m. and 11:00 p.m., Loplops shall promptly remove the Pop-Up Patio from City Property, and complete all necessary clean-up activities at their sole cost and expense.
2. Loplops shall ensure the following conditions are complied with regarding the Pop-Up Patio, specifically:
  - a) the Pop-Up Patio and fencing shall not impede egress or access from or to a structure;
  - b) the Pop-Up Patio shall not exceed the overall occupant numbers as listed on the Loplops' liquor licence; and
  - c) the Pop-Up Patio shall be equipped with a portable fire extinguisher with a minimum 2A10BC rating and all staff for the Pop-Up Patio shall be trained in its use.
3. Paragraphs 1 and 2 above are collectively referred to as the "Pop-Up Patios Event" for the purpose of this Licence Agreement.
4. Loplops represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. Loplops further represents and warrants that it has submitted a written form of notification of the Pop-Up Patios Event to the AGCO, Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the Liquor Licence Act, R.S.O. 1990, c. L.19. Loplops is presently awaiting the AGCO's approval for the Pop-Up Patios Event.
5. Loplops represents and warrants that it shall provide and serve alcohol for the Pop-Up Patios Event if the Pop-Up Patio Event is approved by the AGCO. The Downtown Association represents and warrants that it is the sponsor for the Pop-Up Patios Event.
6. Prior to the commencement of the Pop-Up Patios Event, Loplops shall provide the City with written confirmation by facsimile or email from the AGCO that Loplops has received approval for the Pop-Up Patios Event. In the event that such confirmation of approval has not been received by the City by noon on November 20, 2013, the Licencees acknowledge and agree that the Pop-Up Patios Event shall not proceed on November 21, 2013 and this Licence Agreement is hereby terminated as it pertains to the Pop-Up Patios Event. Such written confirmation shall be sent as follows:

<b>CITY</b>	Melanie Borowicz-Sibenik Assistant City Solicitor The Corporation of the City of Sault Ste. Marie P.O. Box 580 Sault Ste. Marie, ON P6A 5X6 Tel: (705)759-5403 Fax: (705)759-5405 Email: <a href="mailto:m.borowiczsibenik@cityssm.on.ca">m.borowiczsibenik@cityssm.on.ca</a>
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7. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop-Up Patio or the Pop-Up Patios Event. The Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence, use and removal of the Pop-Up Patios and related supplies and equipment located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Pop-Up Patios or the Pop-Up Patios Event.
8. Loplops shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Pop-Up Patios Event. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop-Up Patios Event. Loplops shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Loplops of such liquor licence requirements and/or approvals.
9. The City further hereby grants permission to Searchmont to set up and operate a Snowboarding Park, as defined in Section B of Schedule "A" to this Licence Agreement, on November 20 and 21, 2013 as part of the Sault Ste. Marie Moonlight Magic activities on Queen Street East, Sault Ste. Marie, Ontario at the location identified in Schedule "A" to this Licence Agreement and subject to the following schedule for November 20 and 21, 2013:
  - a) between the hours of 10:00 a.m. on November 20, 2013 to 5:30 p.m. on November 21, 2013, Searchmont may set up the Snowboarding Park on the northern lane and the attached boulevard of Queen Street East;
  - b) between the hours of 5:30 p.m. to 10:00 p.m. on November 21, 2013, Searchmont may show a live performance or a movie on the inflatable movie screen in accordance with Section 11 below;
  - c) between the hours of 5:30 p.m. to 6:30 p.m. on November 21, 2013, Searchmont may register participants and permit supervised practice on the Snowboarding Park;
  - d) between the hours of 6:30 p.m. to 8:00 p.m. on November 21, 2013, Searchmont may conduct a snowboarding competition on the Snowboarding Park;
  - e) between the hours of 8:00 p.m. to 10:00 p.m. on November 21, 2013, Searchmont may conduct an open session for registrants on the Snowboarding Park; and
  - f) between the hours of 10:00 p.m. to 11:00 p.m. on November 21, 2013, Searchmont shall promptly remove the Snowboarding Park from City Property, and complete all necessary clean-up activities at their sole cost and expense.
10. Searchmont shall ensure that the inflatable movie screen (the "Screen") is adequately secured in a manner that shall prevent it from moving. Searchmont shall also ensure that no damage is done to any City Property during the use or setup of the Screen. Searchmont and the Downtown Association shall indemnify and save harmless the City from any losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of the setup, presence, removal or any matters related directly or indirectly to the Screen. Further, in the event of such loss, costs, damages and/or expenses, Searchmont and the Downtown Association acknowledge and agree that the City may repair such damage(s) to the City's satisfaction at the sole liability and expense of Searchmont and Downtown Association.
11. Searchmont represents and warrants that it has secured all copyright permissions and consents required, and complied with any and all applicable legislation to present and display a movie on the Screen. Searchmont further represents and warrants that the movie being presented and displayed shall be rated "G" and shall contain content that is appropriate for all age groups, including children. Searchmont further represents and warrants that the movie being presented and displayed shall not contain any vulgar language or other obscenity. Searchmont shall secure the consent of any and all persons to be displayed on the Screen in live performance, and shall further comply with any and all applicable legislation prior to displaying any live performance on the Screen. Searchmont shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason or in consequence of

the Searchmont's failure to secure any or all copyright permissions or consents, comply with any applicable legislation, or any other matters related directly or indirectly to the Screen or the content (live performance and/or movie) displayed thereon.

12. The City further hereby grants permission to Searchmont and the Downtown Association to close the northern lane of Queen Street East to traffic between the hours of 10:00 a.m. on November 20, 2013 to 5:30 p.m. on November 21, 2013. Said lane closure is subject to the following conditions:
  - a) Searchmont or the Downtown Association shall contact the City's Public Works and Transportation Department and advise them of the details of the closure, including, but not limited to, the time, date, location and extent of the lane closure. A plan of partial lane closure shall be provided to and approved by the Commissioner of Public Works and Transportation prior to the partial lane closure;
  - b) Searchmont or the Downtown Association shall contact the Sault Ste. Marie Police Services and Sault Ste. Marie Fire Services to advise them of the details of the closure, including, but not limited to, the time, date, location and extent of the lane closure;
  - c) Searchmont and the Downtown Association shall comply with all requirements of the Ontario Traffic Manual Book 7 regarding the lane closure, including all signage requirements, pedestrian notifications, and barricade requirements;
  - d) The setup and removal of all signage and barricades shall be at the sole responsibility of Searchmont and the Downtown Association, and at no time shall the City be responsible for same; and
  - e) Searchmont and the Downtown Association shall ensure that the southern lane of Queen Street East remains unimpeded at all times between the hours of 10:00 a.m. on November 20, 2013 to 5:30 p.m. on November 21, 2013.
13. If Searchmont and the Downtown Association fail to meet any of the requirements in Paragraph 12, they shall immediately remove all signage, barricades and programming from the City Property, and complete all necessary cleanup activities at their sole cost and expense and leave the City Property in a condition satisfactory to the City. If the required cleanup activities are not completed immediately, the City may complete such cleanup and removal as it deems necessary at the expense and risk of Searchmont and the Downtown Association.
14. Paragraphs 9 through 12 inclusive are collectively referred to as the "Searchmont Programming" for the purpose of this Licence Agreement. The Searchmont Programming shall be supervised and operated at all times by representatives from Searchmont or the Downtown Association, and the City shall not be responsible at any time for any of said supervision and operation.
15. The City further hereby grants permission to the Downtown Association to set up and conduct the programming specifically enumerated in Section A(1) to (6) of Schedule "A" to this Licence Agreement on November 21, 2013 as part of the Sault Ste. Marie Moonlight Magic Activities on Queen Street East, Sault Ste. Marie, Ontario at the locations identified on Schedule "A" to this Licence Agreement and subject to the following schedule for November 21, 2013:
  - a) between the hours of 5:30 p.m. to 11:00 p.m., the Downtown Association may set up, conduct and remove the above programming.The above is collectively referred to as the "Downtown Programming" for the purpose of this Licence Agreement.
16. In order to be to the satisfaction of Fire Services, the Downtown Association shall ensure that:
  - a) Burn Barrels use only clean and dry wood for burning;
  - b) Burn Barrels are constantly monitored and attended by representatives from the Downtown Association;
  - c) the location of each Burn Barrel is equipped with a minimum 3A20BC Portable Extinguisher and that the attendants are familiar with their use;

- d) the Burn Barrels are located a minimum of five (5) metres from any adjacent structure or building;
  - e) the road and/or sidewalk surface is protected from the radiant heat under the Burn Barrels;
  - f) the fires in the Burn Barrels are completely put out by 11:00 p.m. on November 21, 2013; and
  - g) all clean up and/or damages are at the sole responsibility of the Downtown Association.
17. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Downtown Programming or the Searchmont Programming. The Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence, use and removal of the Downtown Programming and the Searchmont Programming located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Downtown Programming and/or the Searchmont Programming.
18. All matters related to the Pop-Up Patios Event, Searchmont Programming and Downtown Programming are the responsibility of the Licencees. At no time shall the City be responsible for any matters related to the Pop-Up Patios Event, Searchmont Programming or Downtown Programming, and the Licencees shall indemnify and save harmless the City from any costs, liability and expenses incurred by the City that may result from same.
19. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Pop-Up Patios Event, Searchmont Programming and Downtown Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations.
20. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Pop-Up Patios Event, Searchmont Programming and Downtown Programming.
21. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with the Pop-Up Patios Event, Searchmont Programming and Downtown Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Pop-Up Patios Event, Searchmont Programming and Downtown Programming not occurred.
22. The Licencees shall not assign, transfer or make any other disposition of this Licence Agreement, or of the rights conferred thereby, without the prior written consent of the City.
23. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Pop-Up Patios Event, Searchmont Programming and/or Downtown Programming is required, the Licencees shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Pop-Up Patios Event, Searchmont Programming and/or Downtown Programming to its condition prior to such access by the City and/or emergency personnel.
24. The Pop-Up Patios Event shall terminate at 11:00 p.m. on November 21, 2013. Commencing at 10:30 p.m. on November 21, 2013, Loplops shall commence the removal of the Pop-Up Patio from City Property and complete all necessary clean-up activities at their sole cost and expense by the hour of 11:00 p.m. on November 21, 2013, and leave the City property in a condition satisfactory to the City. If the required clean-up activities are not completed and/or the Pop-Up Patio is not removed by Loplops by 11:00 p.m. on November 21, 2013, the City may complete such clean up

and removal of the Pop-Up Patio as it deems necessary at the expense and risk of Loplops and Downtown Association.

25. The Downtown Programming shall terminate at 10:30 p.m. on November 21, 2013. At 10:30 p.m., on November 21, 2013, the Downtown Association shall promptly remove the Downtown Programming and complete all necessary cleanup activities at their sole cost and expense by the hour of 11:00 p.m. on November 21, 2013 and leave the City Property in a condition satisfactory to the City. If the required cleanup activities are not completed and/or the Downtown Programming is not removed by the Downtown Association by 11:00 p.m. on November 21, 2013, the City may complete such cleanup and removal of the Downtown Programming as it deems necessary at the expense and risk of the Downtown Association.
26. The Searchmont Programming shall terminate at 10:00 p.m. on November 21, 2013. At 10:00 p.m., on November 21, 2013, Searchmont shall promptly remove the Searchmont Programming and complete all necessary cleanup activities at their sole cost and expense by the hour of 11:00 p.m. on November 21, 2013 and leave the City Property in a condition satisfactory to the City. If the required cleanup activities are not completed and/or the Searchmont Programming is not removed by Searchmont by 11:00 p.m. on November 21, 2013, the City may complete such cleanup and removal of the Searchmont Programming as it deems necessary at the expense and risk of Searchmont and Downtown Association.
27. The Licencees shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely the Pop-Up Patios Event, Searchmont Programming and Downtown Programming. The Licencees shall not erect any other buildings or structures, or conduct any other programming on the City Property.
28. This Licence Agreement shall terminate at 11:00 p.m. on November 21, 2013. The provisions of Paragraphs 7, 8, 10, 11, 13 and 16-27 inclusive of this Licence Agreement survive the termination of this Licence Agreement.
29. The Licencees shall each keep in force during the term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before November 19, 2013.

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-217

**AGREEMENT:** (E2.3) A by-law to authorize an agreement between the City and AECOM Canada Ltd. for services for the Queen Street East Improvements from Pine Street to 200 m east of Gravelle Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated November 18, 2013 between the City and AECOM Canada Ltd. attached as Schedule "A" hereto. This agreement is to provide services for the Queen Street East Improvements from Pine Street to 200 m east of Gravelle 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 18<sup>th</sup> day of November, 2013.

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MAYOR - DEBBIE AMAROSO

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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(b)

[Schedule "A"]

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 18<sup>th</sup> day of November, 2013**

**-BETWEEN-**

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

(Hereinafter called the 'Client')

**THE PARTY OF THE FIRST PART**

**-AND-**

**AECOM CANADA LTD.**

(Hereinafter called the 'Consultant')

**THE PARTY OF THE SECOND  
PART**

**WHEREAS** the Client intends to undertake the preliminary and detail design and provide construction administration/inspection services for Queen Street Improvements from Pine Street to 200 m east of Gravelle Street. The proposed construction includes full depth expanded/foamed recycled asphalt, DFC asphalt, curb replacements, manhole adjustments, sidewalk, hub trail and utility relocations.

**AND WHEREAS** the Consultant agrees to provide the requested services;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

**ARTICLE 1 - GENERAL CONDITIONS****1.01      Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**1.02      Services**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

**1.03      Compensation**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

**1.04      Staff and Methods**

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the Agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

**1.05      Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the Client shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any unauthorized use of the documents and deliverables

**1.06      Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

**1.07      Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08

**Changes and Alterations and Additional Services**

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

1.09

**Suspension or Termination**

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10

**Indemnification**

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

Neither party shall be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

1.11

**Insurance**

The Client will accept the insurance coverage amount specified in this clause section 1.11 as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the *Professional Engineers Act* (RSO 1990, Chapter P. 28) and regulations therein.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been delivered to the Client.

**1.12 Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

**1.17 Sub-Consultants**

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is

required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.21

#### Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The provisions of *The Arbitration Act, S.O., 1991, Chapter 17*, as amended shall apply.

1.22

#### Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control.

1.23

#### Estimates, Schedules and Staff List

1.23.1

##### Preparation of Estimate of Fees, Schedule of Progress and Staff List

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

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2

##### Subsequent Changes In the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

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

1.23.3

##### Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

- 6 -

1.24

Additional Conditions

**ARTICLE 2 - SERVICES**

**2.01** The Consultant shall provide the following services for the Queen Street Improvements from Pine Street to Gravelle Street unless already provided:

1. Conduct pre-design meeting with City to review/confirm scope of work.
2. Collect background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the project. Review data and develop list of additional data required.
3. Complete detailed field review and pick up additional field information, where necessary.
4. Compile base plans including all existing surface features.
5. Develop a digital terrain model, contours, and sections of the original ground from digital survey data.
6. Conduct field inspection of existing curbs to identify replacement limits.
7. Confirm proposed typical cross-sections for the roadway, including driving lanes, provisions for cyclists, boulevards, curbs and sidewalks, hub trail, intersecting roads and other cross section elements and provide recommended configuration.
8. Finalize design criteria for proposed roadwork including sidewalk and hub trail.
9. Finalize and recommend a preferred design for roadwork.
10. Prepare a preliminary construction cost estimate.
11. Identify major utility installations and adjustments.
12. Review and confirm property acquisition requirements (assumed to be none).
13. Prepare preliminary design drawings in digital format.
14. Prepare correspondence on behalf of the Client and circulate to governmental ministries, agencies and other public authorities for design information.
15. Prepare and distribute minutes of Project meetings.
16. Meet with and present to the Client preliminary design concepts for acceptance.
17. Meet and correspond with approvals agencies and prepare submission of applications for approvals.

**2.02 Client's Services for Planning and Preliminary Design Services**

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

1. Copies of available information, investigations/studies undertaken for or related to the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
4. Digital survey data.
5. Property fabric.

6. CCTV inspections of all sewers.
7. Publication of notices to the public.
8. Assisting the Consultant to gain access to private properties.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (6) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

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

1. Provide expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Coordinate additional field survey work required after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigate the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Consultant shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. Prepare and submit design drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement, deems advantageous to the Client.
5. Advise the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Consultant.
6. Participate in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Detail designs for roadworks.
8. Prepare contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
9. Prepare detailed quantity and cost estimates, including sundry engineering and materials.
10. Finalize tender drawings.
11. Call tenders for the project as directed by Client, respond to questions during tender period, and review tenders and provide report.
12. Submit plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.

#### **2.04 Services to be Provided by Client for Detailed Design**

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any available information regarding utilities necessary for the preparation of the plans.
6. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Additional soils information as the Consultant may require for proper design.
8. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.
9. Acquisition of any lands that may be required.

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

1. Coordinate and conduct pre-construction and site meetings.
2. Undertake contract administration and provide resident inspection during the construction phase.
3. Provide post construction services including conducting warranty inspection, issuance of release of holdback payments, and submission of as-constructed records.

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

(Not Applicable)

**2.07 Milestones**

The Consultant shall endeavour to perform the services set forth in paragraphs 2.01 and 2.03 of this Agreement in the time frames provided for in the document titled "Proposed Work Program Queen Street Upgrades (Pine Street to 200m East of Gravelle Street)", a copy of which is attached hereto.

**ARTICLE 3 - FEES AND DISBURSEMENTS****3.1      Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**(a)      Cost of the Work:**

- (i)      The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii)     Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii)    Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv)     In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v)      The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

**(b)      Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2      Basis of Payment****3.2.1    Fees Calculated on a Percentage of Cost Basis**

(Not Applicable)

**3.2.2    Fees Calculated on a Time Basis**

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

- a)      Staff on normal assignments – Payroll Cost multiplied by a factor of 2.0.
- b)      Services During Construction:
  - (i)     For all services, except for staff full-time continuously on site – Payroll cost multiplied by a factor of 2.0.
  - (ii)    For site staff working full-time continuously – Payroll cost multiplied by a factor of 1.7.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

**Time Expended**

- 11 -

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

**3.2.3      Lump-Sum Fee / Negotiated Fee**

**3.2.3.1    Lump-Sum Fee Basis**

(Not Applicable)

**3.2.4      Reimbursable Expenses**

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

**3.2.4.1**    In addition to the fee a communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

**3.3            Payment**

**3.3.1          Fees Calculated on a Time Basis**

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

**3.3.2          Fees Calculated on a Percentage of Cost Basis**

(Not Applicable)

**3.3.3          Lump Sum Fee/Negotiated Fee**

(Not Applicable)

ARTICLE 4 – GENERAL PROVISIONS

- 4.1 **Notices:** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

AECOM CANADA LTD.	CITY OF SAULT STE. MARIE ENGINEERING DEPARTMENT
523 Wellington Street East	99 Foster Drive, 5 <sup>th</sup> Floor
Sault Ste. Marie, Ontario P6A 2M4	Sault Ste. Marie, Ontario P6A 5N1
Attn: Mr. Rick Talvitie	Attn: Mr. Don Elliott
Branch Manager	Director of Engineering Services
Phone: 705-942-2612	Phone: 705-759-5329
Fax No.: 705-942-3642	Fax: 705-541-7165

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

- 4.2 **Waiver of Rights:** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 4.3 **Applicable Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.
- 4.4 **Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

*[Execution Page Follows]*

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

**AECOM CANADA LTD.**

The signatory shall have the authority to bind the corporation for purposes of this Agreement

---

(Signature)

---

(Name)

---

(Title)

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

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

---

MAYOR

Mayor - Debbie Amaro

---

CLERK

City Clerk - Malcolm White

**SCHEDULE "A"**

**to Memorandum of Agreement  
Queen Street Improvements  
From Pine Street to 200 m east of Gravelle Street**

Dated the 18<sup>th</sup> day of November, 2013

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

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Preliminary and Detail Design and Tendering	As per Agreement		\$47,000	\$2,000
Contract Administration and Construction Inspection	As per Agreement	\$38,000		\$3,000

Note:

(i) Fees exclude taxes.

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

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	120 - 200	1
Intermediate Engineer	90 - 120	1
Senior Technician	90 - 135	2
Intermediate Technician	60 - 90	2
Support Staff	50 - 65	3

**CITY OF SAULT STE MARIE**  
**PROPOSED WORK PROGRAM**



**QUEEN STREET UPGRADES(Pine Street to 200m East of Gravelle Street)**

Date: November 11, 2013

TASKS	TIMING (month ending)											
	2013 - 2014											
	November	December	January	February	March	April	May	June	July	August	September	October
<b>Phase I - Preliminary Design</b>												
1.1 Project Management												
1.2 Conduct pre-design meeting with City to review/confirm scope of work												
1.3 Collect and review any additional background information from City, PUC & Utilities												
1.4 Pick up additional field & survey information (ie. manholes, utilities etc.)												
1.5 Initiate contact with Utilities and confirm location of plant, where required												
1.6 Conduct field inspection of existing curbs to identify replacement limits												
1.7 Coordinate CCTV inspection of existing sewers with City												
1.8 Compile baseplans												
1.9 Develop digital terrain model & cross-sections for new hub trail & sidewalk locations												
1.10 Preliminary design of roadwork including hub trail & sidewalk												
1.11 Compile preliminary design criteria												
1.12 Identify any property acquisition requirements												
1.13 Identify any utility impacts and review with agencies												
1.14 Compile preliminary design drawings												
1.15 Meet with City to review preliminary design												
1.16 Finalize preliminary design with City comments												
1.17 Compile preliminary construction quantities and cost estimate												
<b>Phase II - Detailed Design</b>												
2.1 Complete detailed design of roadwork												
2.2 Develop construction staging/traffic management plan												
2.3 Submit detailed design package to City for comments												
2.4 Conduct design meeting with City to review detailed design												
2.5 Compile tender quantities												
2.6 Compile construction drawings												
2.7 Compile technical specifications												
2.8 Finalize any utility relocations and upgrades with agencies												
2.9 Finalize any property acquisitions with City												
2.10 Compile tender documents												
2.11 Complete internal technical review of tender documents												
2.12 Submit final tender documents to City for final review and comments												
2.13 Compile pre-tender construction estimate												
2.14 Advertise for tenders and issue tender documents												
2.15 Respond to inquiries during tender period and issue Addenda as required												
2.16 Attend tender opening, review tenders and prepare & submit tender report to City												
2.17 Award contract												
<b>Phase III - Construction Services</b>												Completion - June/2015
3.1 Coordinate and conduct pre-construction meeting with City, Contractor and Utilities												
3.2 Liaison with City to address any on-site construction issues												
3.3 Administer construction contract												
3.4 Provide full-time resident inspection (assuming 5 weeks with new hub trail/sdwk)												
3.5 Coordinate and conduct regular site meetings												
3.6 Carry out final inspection with City and Contractor												
3.7 Prepare and submit as-constructed drawings												
3.8 Monitor work throughout warranty period and conduct final inspection												

(a)(b)

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2013-218

**AGREEMENT:** (E2.3) A by-law to authorize an agreement between the City and GENIVAR Inc. for the reconstruction of Forest Avenue from The Crescent to Simpson Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated November 18, 2013 between the City and GENIVAR Inc. attached as Schedule "A" hereto. This agreement is for the reconstruction of Forest Avenue from The Crescent 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 18<sup>th</sup> day of November, 2013.

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MAYOR - DEBBIE AMAROSO

---

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-218 GENIVAR RECONSTRUCT FOREST AVE FROM THE CRESCENT TO SIMPSON  
ST DOC

**NOTICE**

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

CITY SOLICITOR

Schedule "A"

-1-

## **AGREEMENT**

FOR

#### **PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT** dated the      18      day of November  
A. D. 2013

-BETWEEN-

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

**Hereinafter called the 'Client'**

## THE PARTY OF THE FIRST PART

**-AND-**

**GENIVAR Inc.**

#### **Hereinafter called the 'Consultant'**

## THE PARTY OF THE SECOND PART

- WHEREAS the Client intends to reconstruct Forest Avenue from The Crescent to Simpson Street, Including sanitary sewers, storm sewers, watermains, services, and roadworks.

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

**ARTICLE 1 - GENERAL CONDITIONS****1.01      Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**1.02      Services**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

**1.03      Compensation**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For the purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

**1.04      Staff and Methods**

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

**1.05      Drawings and Documents**

Subject to Section 3.2.2 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

**1.06      Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

**1.07      Records and Audit**

- (a)      In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b)      The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08

#### Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2 . In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09

#### Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10

#### Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11

#### Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such

increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

**1.12 Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (b).

**1.17 Sub-Consultants**

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for

herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21

#### Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22

#### Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23

#### Estimates, Schedules and Staff List

1.23.1

##### Preparation of Estimate of Fees, Schedule of Progress and Staff List

Schedule A to this Agreement includes the following:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis.

1.23.2

##### Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (b).

1.23.3

##### Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

**ARTICLE 2 - SERVICES****2.1      Consultant's Services for Preliminary Design of the Project**

The Consultant shall provide the Services for preliminary design for the Project and such work shall include the following:

1. Meet with the appropriate representatives of the municipality.
  - a) Obtain full information on existing and proposed municipal services, roads and other facilities.
  - b) Obtain the Client's standard criteria for design.
  - c) Establish the extent of services to be provided and the manner of presentation.
2. Conduct a physical reconnaissance and review topographical maps of the Project area to ascertain the location, topography, drainage and existing municipal services.
3. Establish the design criteria for the design of the Project.
4. Recommend environmental parameters for the design.
5. Assemble existing soils data and conduct additional soils program, if required.
6. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
7. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
8. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bays, entrances, intersecting roads and other cross section elements.
9. Concept design of interchanges and intersections.
10. Preparation and distribution of minutes of Project meetings.
11. Correspondence with governmental ministries, agencies and other public authorities for design information.
12. General drainage requirements.
13. Preliminary property and right-of-way requirements.
14. Major utility installations and adjustments.
15. Review and utilization of the detailed topographic survey provided by the Client and supplemental survey work necessary for the provisions of the services herein and,
  - a) For the assessment and verification of feasibility of engineering alternatives considered for the Project.
  - b) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
  - c) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
16. Preparation of Preliminary Design Drawings.
17. Preliminary construction cost estimates.

## 2.2 Client's Services for Preliminary Design

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign Investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. A detailed topographic survey of the existing features within the project limits.
4. Traffic information.
5. Available Traffic or Transportation Study Reports of the area.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
7. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

## 2.3 Consultant's Services for Detailed Design of the Project

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Supplemental field survey work required after the design criteria and functional alignment have been established, which shall include all supplemental survey work necessary for the establishing of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Project.
3. Drainage studies and the preparation of detailed design drawings and specifications for storm sewers and all necessary drainage works.
4. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
5. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgment, deems advantageous to the Client.
6. The preparation of appropriate plans showing any lands or interests in land required for the Project.
7. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
8. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.

9. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
10. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
11. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.
12. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
13. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
14. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.
15. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

#### **2.4 Client's Services for Detailed Design**

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services may be assigned to the Consultant under Section 1.08.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any information regarding utilities necessary for the preparation of the plans in the possession of the Client.
6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the consultant's services under this agreement.

#### **2.5 Consultant's Services for Construction Administration on the Project**

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that

only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

**(a) Administrative Services During Construction**

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
5. Advise on the validity of charges for additions or deletions and preparation of change orders.
6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
7. Maintain adequate records related to the construction contracts.
8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.
9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
10. Schedule and attend job meetings as deemed necessary.
11. Report on the progress of construction to the Client.

**b) Resident Staff Services during Construction**

Resident staff services will be provided by the Consultant on a full time basis. Such services include:

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
7. Maintain sufficient data to determine periodic progress of the Project.

- 10 -

8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

**2.6 Client's Services for Construction Administration**

The Client shall provide the Consultant with the following Services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.
4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement

### ARTICLE 3 - FEES AND DISBURSEMENTS

#### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

##### (a) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

##### (b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

#### 3.2 Basis of Payment

##### 3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications in accordance with Schedule A attached.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

##### 3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

##### 3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost, plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1% percent monthly will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

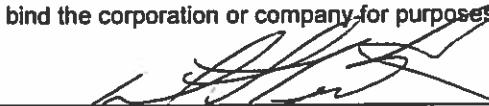
**SIGNED, SEALED AND DELIVERED**

in the presence of:

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\_\_\_\_\_

**CONSULTANT, GENIVAR Inc.**

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

  
(Signature)D. S. Leask, C.E.T.

(Name)

Branch Manager, Sault Ste. Marie

(Title)

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

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

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Mayor: Debbie Amaroso

---

Clerk: Malcolm White

**SCHEDULE A****1. Fee Estimate**

The estimated total fees for the assignment, including all expenses and disbursements are shown in the following table. The total fee for the construction phase of the assignment is an estimate based on experience on similar projects and an anticipated construction duration. The actual fee during construction is dependent on the Contractor's schedule and construction methodology. The Total Fee for the assignment is an Upset Limit for the specified Scope of Work and will not be exceeded without the approval of the Corporation of the City of Sault Ste. Marie.

Description of Services	Scope of Work	Estimated Fee	Upset Limit
Geotechnical Study	Agreement Section 2.1.5	\$8,370.00	
Preliminary and Detailed Design of the Project	Agreement Sections 2.1 and 2.3	\$62,000.00	
Administration and Resident Staff Services During Construction	Agreement Section 2.5	\$145,000.00	
Total Upset Limit			\$215,370.00

Fees do not include H.S.T.

**2. Billing Rates**

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

Job Description / Classification	Billing Rates	Full-Time Resident Services Rates
Senior Manager/Specialist	\$130-\$170/hr	
Senior Engineer / Project Manager	\$110-\$130/hr	
Intermediate Engineer	\$90-\$110/hr	
Junior Engineer	\$65-\$85 / hr	
Senior Technician / Designer	\$75-\$110 / hr	\$70-\$85 / hr
Intermediate Technician / Designer	\$65 - \$90 / hr	\$60-\$70 / hr
CAD Operator	\$65 - \$80 / hr	
Junior Technician	\$50 - \$65 / hr	\$55 / hr
Secretarial	\$45 - \$62 / hr	

1b(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2013-219

**AGREEMENT:** (E2.3) A by-law to authorize an agreement between the City and Kresin Engineering Corporation for the reconstruction of St. Andrew's Terrace between North Street and John Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated November 18, 2013 between the City and Kresin Engineering Corporation attached as Schedule "A" hereto. This agreement is for the reconstruction of St. Andrew's Terrace between North Street and John 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 18<sup>th</sup> day of November, 2013.

---

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(d)

Schedule "A"

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES

MEMORANDUM OF AGREEMENT dated the 18 day of November A.D., 2013.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Reconstruct St. Andrew's Terrace between North Street and John Street, a length of approximately 345 metres.

and WHEREAS the reconstruction shall include the complete reconstruction of the roadway, water main, storm and sanitary sewers, hereinafter called the "Project".

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## ARTICLE 1 - GENERAL CONDITIONS

### **1.01 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Engineer shall mean professionals and specialists engaged by the Client directly and whose names are party to this Agreement.

### **1.02 Services**

The services to be provided by the Engineer and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

### **1.03 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3.

### **1.04 Staff and Methods**

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer's staff.

### **1.05 Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

### **1.06 Patents**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for any other municipal purpose or project.

### **1.07 Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

#### **1.08 Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

#### **1.09 Suspension or Termination**

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

#### **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

#### **1.11 Insurance**

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000.00 for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

**1.12 Contracting for Construction**

Neither the Engineer nor any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with

Section 1.23.1 (c).

**1.17 Specialized Services**

The Engineer may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

**1.21 Arbitration**

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, C-A. 24, as amended shall apply.

**1.22 Time**

The Engineer shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as

not to delay the work of the Engineer.

### **1.23 Estimates, Schedules and Staff List**

#### **1.23.1 Preparation of Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List**

When requested by the Client, the Engineer shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees and/or upset fee limit(s) to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

#### **1.23.2 Subsequent Changes in the Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List**

The Engineer will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees/upset fee limits beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

Such approval shall not be unreasonably withheld by the Client.

#### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

## ARTICLE 2 - SERVICES

The following definitions shall apply:

### **2.1 Engineer's Services for Planning (Class EA) of the Project**

The Engineer shall provide the services for planning of the Project and such work shall include the following:

1. Meeting with the Client to confirm the applicable Class EA schedule, and review of the proposed work program, including the preparation of a meeting report.
2. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in a public open house.

### **2.2 Client's Services for Planning (Class EA) of the Project**

The Client shall provide the Engineer with:

1. Confirmation of appropriate Class EA schedule.
2. General direction in the provision of services and approvals within reasonable time as necessary during the currency of this Agreement.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Copies of all related plans, drawings, documents and reports relating to the Project.

### **2.3 Engineer's Services for Preliminary Design of the Project**

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.
2. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
4. Development of proposed typical cross-sections for the roadway, including number of driving lanes, turning lanes, rights-of-way, curbs and sidewalks, intersecting roads and other cross section elements.
5. Preparation of a design criteria with due consideration being given to such ancillary features as curbs, sidewalks, illumination, signs, signals, fences, landscaping and zone painting.
6. Preparation of a design brief indicating the principle design features, and including an estimate of construction cost.

7. Meeting with and presenting to the Client alternative design concepts and obtaining input on the preferred.
8. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.
9. Preparation and distribution of minutes of Project meetings.
10. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.
11. Assembling and evaluating existing drainage data.
12. Preparation of general drainage requirements.
13. Identification of major utility installations and adjustments.
14. Preparation of preliminary design drawings.
15. Preparation of property acquisition plans, if any.
16. Development of construction cost estimates.
17. Preparation of MTO Justification Report for submission to MTO for connecting link funds, if required.

#### **2.4 Client's Services for Preliminary Design of the Project**

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. Copies of all survey data, bench marks and plans of the Project, including digital data.
4. Copies of available traffic information including traffic counts, accident reports, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.
7. Copies of CCTV inspector reports of both sanitary and storm sewers located in the area of the Project.
8. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.

9. Copies of available sanitary sewage drainage area plans/reports prepared for the study area.
10. Copies of available storm drainage area plans/reports prepared for the study area.
11. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.
12. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
13. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (I) to (13) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

## **2.5 Engineer's Services for Detailed Design of the Project**

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Conducting field survey work, if required, after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.
5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.

6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.
9. Provision of ten (10) complete sets of tendering documents and drawings.
10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
12. Assisting the Client in advertising for tenders.
13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

## **2.6 Client's Services for Detailed Design of the Project**

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Detailed site survey data, in digital form.
3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.
5. Standard drawings for specific installations required by the client.
6. General direction of the Engineer in the provision of the services.
7. Any available information regarding utilities necessary for the preparation of the plans.

8. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.
10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

## **2.7 Engineer's Services for Contract Administration and Construction Supervision of the Project**

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Engineer's duties for general review are as follows:

### **(a) Contract Administrative Services**

1. Review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.
2. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
4. Review of shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.
6. Processing and issuing of payment certificates.
7. Conducting progress meetings as may be required.

(b) **Construction Inspection Services**

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and calculation of pay quantities for the work.
3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
9. Preparing and submitting to the Client one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

**2.8 Client's Services for Contract Administration and Construction Inspection of the Project**

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Engineer in the provision of the services.
3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit

instructions to, and receive information from, the Engineer.

5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

**2.9 Milestones**

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### **3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes.  
Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) Cost of the Work:

(NOT APPLICABLE)

(c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### **3.2 Basis of Payment**

#### **3.2.1 Fees Calculated on a Time Basis**

**3.2.1.I** The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:

- (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
- (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

### **3.2.1.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

### **3.2.1.3 Estimate of Fees**

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

### **3.2.3 Computer Services and Total Station Survey Services**

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

### **3.2.5 Information Technology (IT) and Telecommunication**

An Information Technology (IT) and Telecommunication charge equal to 5.5% of Professional Fees will be included on all invoicing to cover local, long distance and cellular telephone charges, facsimile transmission charges and IT resources required for purposes of providing the services contemplated under this agreement.

## **3.3 Payment**

### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, DELIVERED

in the presence of:

**ENGINEER:**      **Kresin Engineering Corporation**

Chris Kresin, P.Eng.  
PRESIDENT

WITNESS

Signature

Michael Kresin, P.Eng.  
SECRETARY/TREASURER

Name and Title of person signing

**CLIENT:**      **The Corporation of the City of Sault Ste. Marie**

Signature  
**Mayor - Debbie Amaro**

WITNESS

Name and Title of person signing

Signature

Signature  
**City Clerk - Malcolm White**

Name and Title of person signing

Name and Title of person signing

10(d)

Schedule "1"

MEMORANDUM OF AGREEMENT dated the \_\_\_\_ day of October, A.D. 2013.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Schedule

Key Task	Start	End
1. Municipal Class EA	October 2013	December 2013
2. Geotechnical	November. 2013	February 2014
3. Design	December 2013	April 2014
4. Tender	April 2014	May 2014
5. Construction	May 2014	December 2014

Schedule "2"

**MEMORANDUM OF AGREEMENT dated the \_\_\_\_ day of October, A.D. 2013**

-BETWEEN-

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

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

-AND-

**KRESIN ENGINEERING CORPORATION**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

**Estimated Project Fees**

Key Task	Estimated Fee	
	Time	Disbursements
1. Municipal Class EA	\$ 5,000.00	\$ 1,000.00
2. Geotechnical <sup>(1)</sup>	\$ 2,000.00	\$ 25,000.00
3. Design <sup>(2)</sup>	\$ 65,000.00	\$ 1,500.00
4. Tender and Approvals	\$ 20,000.00	\$ 4,000.00
5. Construction		
- residential inspection	\$ 110,000.00	\$ 10,000.00
- administration	\$ 45,000.00	\$ 5,000.00
Sub-totals	\$ 247,000.00	\$ 46,500.00
<b>TOTAL</b>		<b>\$ 293,500.00</b>

<sup>(1)</sup> Disbursement allowance is for a geotechnical sub-consultant including work for both St. Andrew's Terrace (between John and North streets), as well as London Street (between North and Tancred streets). Geotechnical work will be co-ordinated by the Engineer and the cost of the geotechnical work will be invoiced to the Client c/o the Engineer.

<sup>(2)</sup> Excludes site survey. Digital site plan and survey data to be provided to the Engineer by the Client.

16(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-220

**AGREEMENT:** (E2.3) A by-law to authorize an agreement between the City and AECOM Canada Ltd. for the reconstruction of March Street between Queen Street and Wellington Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated November 18, 2013 between the City and AECOM Canada Ltd. attached as Schedule "A" hereto. This agreement is for the reconstruction of March Street between Queen Street and Wellington 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 18<sup>th</sup> day of November, 2013.

---

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(e)

Schedule "A"

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 18<sup>th</sup> day of November, 2013**

**-BETWEEN-**

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

(Hereinafter called the 'Client')

**THE PARTY OF THE FIRST PART**

**-AND-**

**AECOM CANADA LTD.**

(Hereinafter called the 'Consultant')

**THE PARTY OF THE SECOND  
PART**

**WHEREAS** the Client intends to undertake the preliminary and detail design and provide construction administration/inspection services for the Reconstruction of March Street between Queen Street and Wellington Street. The proposed construction includes earth excavation/grading, granular subbase and base, asphalt, curb and gutters, sidewalk, boulevards, sanitary sewers, storm sewers, watermains and utility relocations.

**AND WHEREAS** the Consultant agrees to provide the requested services;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

**ARTICLE 1 - GENERAL CONDITIONS****1.01      Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**1.02      Services**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

**1.03      Compensation**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

**1.04      Staff and Methods**

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the Agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

**1.05      Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the Client shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any unauthorized use of the documents and deliverables

**1.06      Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

**1.07      Records and Audit**

- (a)      In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b)      The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c)      The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08

**Changes and Alterations and Additional Services**

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

1.09

**Suspension or Termination**

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10

**Indemnification**

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

Neither party shall be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

1.11

**Insurance**

The Client will accept the insurance coverage amount specified in this clause section 1.11 as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the *Professional Engineers Act (RSO 1990, Chapter P. 28)* and regulations therein.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been delivered to the Client.

**1.12 Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

**1.17 Sub-Consultants**

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is

required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.21

#### Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The provisions of *The Arbitration Act*, S.O., 1991, Chapter 17, as amended shall apply.

1.22

#### Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control.

1.23

#### Estimates, Schedules and Staff List

1.23.1

##### Preparation of Estimate of Fees, Schedule of Progress and Staff List

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

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2

##### Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

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

1.23.3

#### Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

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**1.24      Additional Conditions**

**ARTICLE 2 - SERVICES**

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

1. Conduct pre-design meeting with City and PUC to review/confirm scope of work.
2. Collect background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the project. Review data and develop list of additional data required.
3. Complete detailed field review and pick up additional field information, where necessary.
4. Update base plans including all existing features, underground utilities, etc.
5. Develop a digital terrain model, contours, and sections of the original ground from digital survey data.
6. Develop preliminary horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
7. Confirm proposed typical cross-sections for the roadway, including driving lanes, boulevards, curbs and sidewalks, intersecting roads and other cross section elements and provide recommended configuration.
8. Review existing illumination levels with PUC (Note: illumination design has been excluded).
9. Develop/confirm line assignments for underground infrastructure (storm sewers, sanitary sewers, watermains).
10. Undertake pipe sizing for storm sewers, sanitary sewers and watermains.
11. Finalize design criteria with due consideration being given to such ancillary features as curbs, sidewalks, boulevards, illumination, signs, fences, landscaping, and adjacent properties.
12. Finalize and recommend a preferred design for roadwork and underground services considering geometrics, property, cost and environmental features.
13. Undertake geotechnical investigation and prepare report with recommendations.
14. Prepare a preliminary construction cost estimate.
15. Identify major utility installations and adjustments.
16. Review and confirm property acquisition requirements (assumed to be none).
17. Prepare preliminary design drawings in digital format.
18. Prepare correspondence on behalf of the Client and circulate to governmental ministries, agencies and other public authorities for design information.
19. Prepare and distribute minutes of Project meetings.
20. Meet with and present to the Client preliminary design concepts for acceptance.
21. Meet and correspond with approvals agencies and prepare submission of applications for approvals.

**2.02 Client's Services for Planning and Preliminary Design Services**

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

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

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (6) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

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

1. Provide expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Coordinate additional field survey work required after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigate the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Consultant shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. Prepare and submit design drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement, deems advantageous to the Client.
5. Advise the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Consultant.
6. Participate in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Detail designs for sanitary sewers, watermains, storm sewers, and roadworks.
8. Prepare contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
9. Prepare detailed quantity and cost estimates, including sundry engineering and materials.

10. Finalize tender drawings.
11. Call tenders for the project as directed by Client, respond to questions during tender period, and review tenders and provide report.
12. Submit plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.

**2.04 Services to be Provided by Client for Detailed Design**

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any available information regarding utilities necessary for the preparation of the plans.
6. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Additional soils information as the Consultant may require for proper design.
8. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.
9. Acquisition of any lands that may be required.

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

1. Coordinate and conduct pre-construction and site meetings.
2. Undertake contract administration and provide resident inspection during the construction phase.
3. Provide post construction services including conducting warranty inspection, issuance of release of holdback payments, and submission of as-constructed records.

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

(Not Applicable)

**2.07 Milestones**

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

**ARTICLE 3 - FEES AND DISBURSEMENTS****3.1      Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**(a)    Cost of the Work:**

- (i)      The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii)     Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii)    Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv)     In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v)      The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

**(b)    Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2      Basis of Payment****3.2.1    Fees Calculated on a Percentage of Cost Basis**

(Not Applicable)

**3.2. 2    Fees Calculated on a Time Basis**

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

- a)      Staff on normal assignments – Payroll Cost multiplied by a factor of 2.0.
- b)      Services During Construction:
  - (i)     For all services, except for staff full-time continuously on site – Payroll cost multiplied by a factor of 2.0.
  - (ii)    For site staff working full-time continuously – Payroll cost multiplied by a factor of 1.7.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

**Time Expended**

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

**3.2.3      Lump-Sum Fee / Negotiated Fee**

**3.2.3.1    Lump-Sum Fee Basis**

(Not Applicable)

**3.2.4      Reimbursable Expenses**

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

**3.2.4.1** In addition to the fee a communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

**3.3            Payment**

**3.3.1        Fees Calculated on a Time Basis**

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

**3.3.2        Fees Calculated on a Percentage of Cost Basis**

(Not Applicable)

**3.3.3        Lump Sum Fee/Negotiated Fee**

(Not Applicable)

**ARTICLE 4 – GENERAL PROVISIONS**

- 4.1 Notices:** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

AECOM CANADA LTD.	CITY OF SAULT STE. MARIE ENGINEERING DEPARTMENT
523 Wellington Street East	99 Foster Drive, 5 <sup>th</sup> Floor
Sault Ste. Marie, Ontario P6A 2M4	Sault Ste. Marie, Ontario P6A 5N1
Attn: Mr. Rick Talvitie	Attn: Mr. Don Elliott
Branch Manager	Director of Engineering Services
Phone: 705-942-2612	Phone: 705-759-5329
Fax No.: 705-942-3642	Fax: 705-541-7165

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

- 4.2 Waiver of Rights:** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 4.3 Applicable Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.
- 4.4 Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

*[Execution Page Follows]*

10(e)

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IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

**AECOM CANADA LTD.**

The signatory shall have the authority to bind the corporation for purposes of this Agreement

---

(Signature)

---

(Name)

---

(Title)

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

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

---

MAYOR

Mayor - Debbie Amaroso

---

CLERK

City Clerk - Malcolm White

10(e)

**SCHEDULE "A"**

**to Memorandum of Agreement  
Reconstruction of March Street  
(Queen Street to Wellington Street)**

**Dated the 18<sup>th</sup> day of November, 2013**

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

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Preliminary and Detail Design and Tendering	As per Agreement		\$85,000	\$10,000
Contract Administration and Construction Inspection	As per Agreement	\$88,000		\$7,000

Note:

(i) Fees exclude taxes.

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

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	120 - 200	1
Intermediate Engineer	90 - 120	1
Senior Technician	90 - 135	2
Intermediate Technician	60 - 90	2
Support Staff	50 - 65	3

**CITY OF SAULT STE MARIE  
PROPOSED WORK PROGRAM**

**AECOM**

**RECONSTRUCTION OF MARCH STREET (Queen Street to Wellington Street)**

Date: November 11, 2013

TASKS	TIMING (month ending)												
	2013 - 2014												
	November	December	January	February	March	April	May	June	July	August	September	October	November
<b>Phase I - Preliminary Design</b>													
1.1 Project Management													
1.2 Conduct pre-design meeting with City & PUC to review/confirm scope of work													
1.3 Collect and review any additional background information from City, PUC & Utilities													
1.4 Complete detailed field review of City baseplan													
1.5 Initiate contact with Utilities and confirm location of plant													
1.6 Pick up additional field information (ie. manhole details, utilities etc.)													
1.7 Review and update City baseplan													
1.8 Undertake geotechnical investigation and prepare report with recommendations													
1.9 Develop digital terrain model, contours and cross-sections													
1.10 Preliminary design of roadwork (horizontal & vertical alignment, intersections etc.)													
1.11 Preliminary design of storm sewers (sizing, layout, details etc.)													
1.12 Preliminary design of sanitary sewers (sizing, layout, details etc.)													
1.13 Preliminary design of watermain and appurtenances (layout, details etc.)													
1.14 Review and identify any upgrades to intersections													
1.15 Compile preliminary design criteria													
1.16 Identify any property acquisition requirements													
1.17 Identify any utility impacts and review with agencies													
1.18 Compile preliminary design drawings													
1.19 Meet with City/PUC to review preliminary design													
1.20 Finalize preliminary design with City/PUC comments													
1.21 Compile preliminary construction quantities and cost estimate													
<b>Phase II - Detailed Design</b>													
2.1 Conduct Public Open House in conjunction with Local Improvement process													
2.2 Complete detailed design of roadwork													
2.3 Complete detailed design of storm sewers													
2.4 Complete detailed design of sanitary sewers and appurtenances													
2.5 Prepare design brief and C of A package for storm and sanitary sewers													
2.6 Complete detailed design of waterworks inc. crossing details, thrust restraints etc.													
2.7 Prepare design brief for proposed waterworks													
2.8 Develop construction staging/traffic management plan													
2.9 Submit detailed design package to City and PUC for comments													
2.10 Conduct design meeting with City and PUC to review detailed design													
2.11 Compile tender quantities													
2.12 Compile construction drawings													
2.13 Compile technical specifications													
2.14 Finalize any utility relocations and upgrades with agencies													
2.15 Finalize any property acquisitions with City													
2.16 Compile tender documents													
2.17 Complete internal technical review of tender documents													
2.18 Submit final tender documents to City and PUC for final review and comments													
2.19 Compile pre-tender construction estimate													
2.20 Finalize and submit MOE C of A applications and package to City													
2.21 Advertise for tenders and issue tender documents													
2.22 Respond to inquiries during tender period and issue Addenda as required													
2.23 Attend tender opening, review tenders and prepare & submit tender report to City													
2.24 Award contract													
<b>Phase III - Construction Services</b>													Completion - June 2015
3.1 Coordinate and conduct pre-construction meeting with City, Contractor and Utilities													
3.2 Liaison with City to address any on-site construction issues													
3.3 Administer construction contract													
3.4 Provide full-time resident inspection (assuming 13 weeks)													
3.5 Coordinate and conduct regular site meetings													
3.6 Carry out final inspection with City and Contractor													
3.7 Prepare and submit as-constructed drawings													
3.8 Monitor work throughout warranty period and conduct final inspection													

10(e)

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-221

**AGREEMENT:** (E2.3) A by-law to authorize an agreement between the City and Kresin Engineering Corporation for an Environmental Assessment for Improvements to Bay Street between Pim Street and Andrew Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated November 18, 2013 between the City and Kresin Engineering Corporation attached as Schedule "A" hereto. This agreement is for an Environmental Assessment for Improvements to Bay Street between Pim Street and Andrew 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 18<sup>th</sup> day of November, 2013.

---

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"

**AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 18 day of November A.D. 2013**

-BETWEEN-

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

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

-AND-

**KRESIN ENGINEERING CORPORATION**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

WHEREAS the Client intends to:

Conduct an Environmental Assessment for Improvements to Bay Street between Pim Street and Andrew Street

and WHEREAS the Environmental Assessment shall include the requirements of the MEA Municipal Class EA Environmental Assessment to address traffic capacity on Bay Street, hereinafter called the "Project".

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## ARTICLE 1 - GENERAL CONDITIONS

### **1.01 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Engineer shall mean professionals and specialists engaged by the Client directly and whose names are party to this Agreement.

### **1.02 Services**

The services to be provided by the Engineer and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

### **1.03 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3.

### **1.04 Staff and Methods**

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer's staff.

### **1.05 Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

### **1.06 Patents**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for any other municipal purpose or project.

### **1.07 Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

#### **1.08 Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

#### **1.09 Suspension or Termination**

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

#### **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

#### **1.11 Insurance**

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000.00 for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

**1.12 Contracting for Construction**

Neither the Engineer nor any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with

Section 1.23.1 (c).

**1.17 Specialized Services**

The Engineer may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

**1.21 Arbitration**

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, C.A. 24, as amended shall apply.

**1.22 Time**

The Engineer shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as

(b) **Construction Inspection Services**

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and calculation of pay quantities for the work.
3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
9. Preparing and submitting to the Client one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

**2.8 Client's Services for Contract Administration and Construction Inspection of the Project**

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Engineer in the provision of the services.
3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit

instructions to, and receive information from, the Engineer.

5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

**2.9 Milestones**

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

## **ARTICLE 3 - FEES AND DISBURSEMENTS**

### **3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes.  
Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) Cost of the Work:

(NOT APPLICABLE)

(c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### **3.2 Basis of Payment**

#### **3.2.1 Fees Calculated on a Time Basis**

**3.2.1.1** The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:
  - (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
  - (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

### **3.2.1.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

### **3.2.1.3 Estimate of Fees**

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

### **3.2.3 Computer Services and Total Station Survey Services**

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

### **3.2.5 Information Technology (IT) and Telecommunication**

An Information Technology (IT) and Telecommunication charge equal to 5.5% of Professional Fees will be included on all invoicing to cover local, long distance and cellular telephone charges, facsimile transmission charges and IT resources required for purposes of providing the services contemplated under this agreement

## **3.3 Payment**

### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

10(f)

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, DELIVERED

in the presence of:

**ENGINEER:** Kresin Engineering Corporation

---

Chris Kresin, P.Eng.  
PRESIDENT

WITNESS

---

signature

---

Michael Kresin, P.Eng.  
SECRETARY/TREASURER

---

name and title of person signing

**CLIENT:** The Corporation of the City of Sault Ste. Marie

---

Signature

WITNESS

---

**Mayor - Debbie Amaroso**

name and title of person signing

---

signature

---

signature

---

name and title of person signing

---

**City Clerk - Malcolm White**

name and title of person signing

10(f)

Schedule "1"

**MEMORANDUM OF AGREEMENT dated the 22 day of October, A.D. 2013.**

-BETWEEN-

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

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

-AND-

**KRESIN ENGINEERING CORPORATION**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

Estimated Project Schedule

Key Task	Start	End
1. Preliminary Overview	Nov. 2013	Jan. 2014
2. Alternative Development	Jan. 2014	Apr. 2014
3. Design Development	Apr. 2014	Sept. 2014
4. Environmental Study Report	Sept. 2014	Jan. 2015

10(f)

Schedule "2"

**MEMORANDUM OF AGREEMENT dated the 22 day of October, A.D. 2013**

-BETWEEN-

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

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

-AND-

**KRESIN ENGINEERING CORPORATION**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

Estimated Project Fees

Key Task	Estimated Fees
1. Preliminary Overview	\$ 5,000.00
2. Alternatives Development	\$ 15,000.00
3. Design Development	\$ 20,000.00
4. Environmental Study Report	\$ 15,000.00
<b>TOTAL :</b>	<b>\$ 55,000.00</b>

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-223

**AGREEMENT:** (E2.3) A by-law to authorize an agreement between the City and MMM Group, in association with Kresin Engineering for preparation of preliminary design and cost estimation services for four additional cycling routes and Hub Trail "gaps".

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated November 18, 2013 between the City and MMM Group in association with Kresin Engineering attached as Schedule "A" hereto. This agreement is for preparation of preliminary design and cost estimation services for four additional cycling routes and Hub Trail "gaps".

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 18<sup>th</sup> day of November, 2013.

---

MAYOR - DEBBIE AMAROSO

---

CITY CLERK - MALCOLM WHITE

cf/staff/By-laws/2013/2013-223 cycling routes

**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(g)

## Schedule "A"



MMM Group Limited  
582 Lancaster Street West  
Kitchener, ON Canada N2K 1M3  
t: 519 743 8777 | f: 519.743.8778

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

October 22, 2013

Donald B. McConnell, MCIP RPP  
Planning Director  
The Corporation of the City of Sault Ste. Marie  
Civic Centre, 99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5X6

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**Re: Proposal for Priority Cycling Routes Preliminary Design Study  
Additional Spokes Assessment – Sault Ste. Marie and Prince Township**

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Dear Mr. McConnell,

As requested, MMM Group (MMM) is pleased to the following proposal for your consideration. Work pertaining to this proposal includes the investigation and preliminary design of four additional cycling links, and a meeting with City's consultant on the Queen Street Reconstruction EA to discuss the potential of utilizing cycling lanes and other possible cycling infrastructure provisions along Queen Street from Pim Street to Gravelle Street. Each of these links is described further below, and also itemized in your memo request to MMM, received on October 10, 2013.

The following provides a brief description of our project team, our proposed work plan and fees to complete this work.

### 1.0 Project Team

We will continue with the same team that as described in our June 5, 2013 proposal. As requested we have also included the services Dave Richardson for the meeting regarding the Queen Street EA.

**Dave Richardson, P. Eng., PTOE**, is a Senior Project Manager in the Transportation Planning Department of MMM and a Partner of the firm. He has had extensive experience working on transportation master plans, and is a key resource for our Active Transportation team regarding traffic operations and the interaction between cyclists and motor vehicles. Dave served as a key advisor during the development of the detail design for the John Rowswell Hub Trail and has since been involved as required to provide advice on other detail matters related to the Hub Trail such as sign design and placement.



Prior to joining MMM, Dave spent 17 years with the Transportation Department of Metro Toronto and was responsible for the management of the Traffic Control Centre which monitors, co-ordinates and continuously optimizes over 2,000 traffic signals. He is also the co-author of the 1984, 1995 and 2008 editions of the Canadian Capacity Guide for Signalized Intersections, and has done extensive research into traffic control signal safety and operations. He is the firm's prime consultant on all matters relating to traffic signal safety, design, installation, phasing, timing, co-ordination and analysis.

## 2.0 Work Plan

We will follow the same work plan as noted in our previous proposal and apply that to the following links:

1. Sault Ste. Marie to Gros Cap through Prince Township along Second Line West / Highway 550 to the turnaround at the North Channel
2. Carmen's Way from the end of the existing boulevard trail near White Oak Drive to, and including the intersection with Second Line
3. Northern Avenue East from Willow Avenue to the connection with the off road portion of the Hub Trail where Northern Avenue East heads south towards Panoramic Drive
4. The Strathclair Spokes which consists of three links radiating from the Strathclair Sports Complex, namely, a link from
  - o The off-road portion of the Hub Trail near Northern Avenue and Panoramic Drive toward the entrance to the Strathclair Sports Complex off Second Line East;
  - o Northern Avenue East to Second Line along Pine Street to connect to the new boulevard trail along Second Line; and
  - o The Strathclair Sports Complex to Millcreek Drive.

In addition to these links our work plan also includes preparation for and attendance by two members of our team (Dave Richardson and either Jay Cranstone or Dave McLaughlin) at a meeting with the City's consultant on the Queen Street Reconstruction EA to discuss the potential of utilizing cycling lanes and other possible cycling infrastructure provisions along Queen Street from Pim Street to Gravelle Street.

Tasks for the links noted above will be the same as those described in our June 5, 2013 proposal. Specifically these tasks are to:

- Review background information
- Complete desktop study in advance of our field investigations



- Conduct field investigations
- Develop draft preliminary design recommendations and cost estimates
- Meet to review the preliminary design recommendations and cost estimates (Note that we have assumed this meeting will be by teleconference, or at the same time as an in-person meeting related to our current assignment)
- Finalize preliminary design recommendations and cost estimates

For a detailed description of these tasks please refer to our proposal of June 5, 2013.

### **3.0 Assumptions**

In preparing our proposal we have made the following assumptions:

- In addition to GIS base mapping of the area and current aerial imagery you have previously provided, you will provide us with any current available traffic information for the additional links that are within the public road right-of-way.
- You will make any necessary arrangements for us to access the lands between the Hub Trail and the Second Line East so we can conduct our field investigation.
- You (or your designate) will act as the City's representative for this project and as such will be responsible for collecting any comments on our work from other City departments as required.

### **4.0 Fees and Schedule**

We propose to undertake this work for a fixed fee of \$18,300.00 including disbursements. HST is additional. The schedule will be coordinated with the work on the three other cycling links we are currently completing for the City.

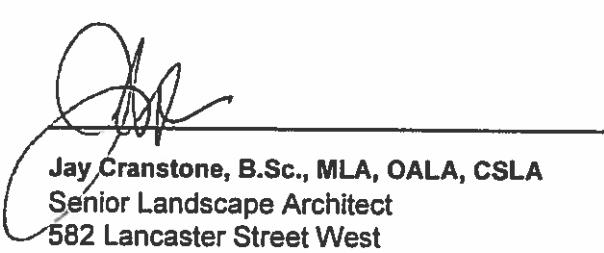
### **5.0 Summary**

Thank you for the opportunity to submit this proposal for your consideration. As always we would be pleased to discuss our proposal in further detail with you, should you have any questions regarding our approach or require revisions to our work plan. Your endorsement below will serve as authorization to proceed with this assignment as described above. If you have any questions or require further information please do not hesitate to contact me. We look forward to your reply.

10(g)



Yours truly,  
**MMM Group Limited**



Jay Cranstone, B.Sc., MLA, OALA, CSLA  
Senior Landscape Architect  
582 Lancaster Street West  
Kitchener, Ontario N2K 1M3  
t: 519-743-6625 ext. 2336 | cranstonej@mmm.ca

Accepted by:  
**City of Sault Ste. Marie**

---

Name (Please Print)

---

Title (Please Print)

---

Signature

---

Date

c. Dave McLaughlin, MMM Group

		CORE STUDY TEAM				HOURS, DISBURSEMENTS & FEES				
		Jay Cranstone M.L.A.Sc., OALA, CSLA	Dave McLaughlin MEng, MCIP, RPP	Jim Dowell P.Eng.	Dave Richardson P.Eng.	Technical Name	Krahn Engineering	Staff Time (hours)	Disbursements	Total Fees + Disbursements
<b>Phase 1 - Understanding the Resources</b>										
1. Review Background Information	0.5	0.5	0.0	0.0	0.0	0.0	0.0	1.0	\$0.00	\$180.00
2. Desktop Study	1.0	1.0	0.0	0.0	3.0	0.0	0.0	5.0	\$0.00	\$615.00
3. Field Investigations	15.0	10.0	0.0	0.0	0.0	0.0	0.0	25.0	\$1,550.00	\$6,050.00
4. Develop Draft Preliminary Design Recommendations and Cost Estimates	7.5	4.0	2.0	0.0	15.0	5.0	5.0	33.5	\$0.00	\$4,185.00
5. Meeting To Review The Preliminary Design Recommendations and Cost Estimates	2.0	2.0	0.0	0.0	0.0	0.0	0.0	4.0	\$0.00	\$720.00
6. Finalize Preliminary Design Recommendations and Cost Estimates	5.0	5.0	2.0	0.0	12.0	5.0	5.0	29.0	\$200.00	\$3,860.00
7. Meeting with City's consultant regarding the Queen Street EA	0.0	3.0	0.0	7.5	0.0	0.0	0.0	10.5	\$500.00	\$2,690.00
										\$18,300.00
Total Hours	31.0	25.5	4.0	7.5	30.0	10.0	108.0	\$2,250.00		
Percent Responsibility	29%	24%	4%	7%	28%	9%	100%			
Hourly Rate	\$180	\$180	\$120	\$220	\$85	\$120				
Cost	\$5,580.00	\$4,590.00	\$480.00	\$1,650.00	\$2,550.00	\$1,200.00				
							Total (NO HST)	\$18,300.00		
							HST	\$2,379.00		
							Total Cost	\$20,679.00		

Priority Cycling  
 Routes Preliminary  
 Design Study  
 Additional Cycling  
 Spokes Assessment

**Proposed Fee Schedule**



10(g)

10(g)



# Trans Canada Trail

## FUNDING AGREEMENT

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### Ontario: Johns Rowswell Hub Trail Connection Route Investigation

Project Code: 06-0407

Applicant: City of Sault Ste. Marie

Applicant Mailing Address: P.O. Box 580, 99 Foster Drive, Sault Ste. Marie, ON P6A 5N1

September 25, 2013

The Trans Canada Trail (TCT) is pleased to provide \$30,000 to the City of Sault Ste. Marie for the Johns Rowswell Hub Trail Connection Route Investigation project.

The Applicant agrees to the following conditions:

1. The project will be funded by TCT to a maximum of \$30,000.
2. The project will be started by October 31, 2013.
3. The project will be completed by January 31, 2014.
4. This Agreement remains in effect until April 30, 2014.
5. The scope of the project is outlined in the approved Funding Submission for this project and no changes to its scope may occur without written approval from TCT.
6. The first payment will be released after the signing of the Funding Agreement, upon commencement of the project.
7. The Applicant must produce an Interim Report detailing the progress of the project at the halfway point in the project development.
8. The final payment will be released upon the completion of the project and TCT's acceptance and approval of the Final Report.
9. The Applicant will:
  - a. Make an announcement of the grant at a regular or special events or meeting.
  - b. Use TCT's name and logo on any printed materials (news releases, newsletters, advertising, banners, signage, etc) relating to the project.
  - c. Provide for TCT's review any publication or signage featuring the TCT logo, prior to publication. Copies of all printed recognition to be provided to TCT.
  - d. Notify TCT, in advance, of any public events relating to the project and include an opportunity for TCT representation and recognition at the event. Notification should be sent to TCT President & CEO at: [ceo@tctrail.ca](mailto:ceo@tctrail.ca).
10. TCT reserves the right to withdraw funding at any time.
11. Compliance is required with all national, provincial and local building codes, environmental best practices, legislation, and bylaws as relates to the construction of the project.
12. An environmental assessment (EA) is required by the Canadian Environmental Assessment Agency (CEAA) unless the project falls within the CEAA 2007 Exclusion List. It is the responsibility of the Applicant to ascertain if an EA is required. If an EA is required the documentation must be provided to TCT prior to issuance of the first payment; if an EA is not required, documentation must be provided explaining why it was not required.
13. The Applicant may request an interim payment. In order to receive an interim payment the Applicant must provide a report detailing the spending of the first payment and confirmation that the project is on schedule.

10(g)

# Trans Canada Trail

## FUNDING AGREEMENT



14. Upon completion of the project the Applicant must produce a Final Report outlining how the project was completed and how all the conditions of the funding have been met, and provide photos and any other information requested by the TCT in regards to this project. The Final Report must include a financial report detailing, by budget line, actual expenses. Variances greater than 10% or over \$1,000 must be explained. (Final / Financial Report templates are available upon request).
15. The Applicant must retain support for payments made to any contractors or suppliers (contract and/or invoices and/or receipts) and provide copies to the TCT upon request.
16. The Applicant is required to return to TCT all or any of the TCT funds not required for the completion of the project. TCT funds may not be used for expenses other than those listed in the Funding Application, unless approved in advance by the TCT.
17. TCT will reimburse the net GST/HST/QST cost. If the Applicant is eligible for a tax rebate, TCT will fund the GST/HST/QST less the refund the Applicant is eligible for.
18. Any reports, information, product, or data developed or learned through this agreement will be shared and owned jointly between the TCT and the Applicant.

### Benchmarks:

1. Signing of Funding Agreement and acceptance of Cash Flow Forecast	
2. Project start date	October 31, 2013
3. First payment released (25%)	Project start date
4. Spending confirmation submitted to TCT	November 30, 2013
5. Second payment released (25%)	Acceptance of spending confirmation
6. Interim Report submitted to TCT	December 31, 2013
7. Third payment released (25%)	Acceptance of Interim Report
8. Final Report submitted to TCT	February 28, 2014
9. Final payment released (25%)	Acceptance of Final Report

### Authorized Signatures:

The undersigned hereby certify the following:

- I am duly authorized to bind our organization;
- The information included in this Funding Agreement and the Funding Submission accurately describes the project; and
- Our organization fully supports this Funding Agreement

City of Sweet Sri Mani  
Name of Trail Group Signing Authority

J. J. [Signature] (A.D.)  
Signature (Trail Group)

Sept 25/13  
Date Signed

Name of TCT Signing Authority

[Signature]  
Signature (TCT)

[Signature]  
Date Signed

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-224

**BUILDING:** (B1) A by-law to amend Schedule "A" to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 7 of the *Building Code Act*, 1992, S.O. 1992, c. 23, and amendments thereto, ENACTS AS FOLLOWS:

1. **SCHEDULE "A" TO BY-LAW 2008-148 AMENDED**

Schedule "A" to By-law 2008-148 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 18<sup>th</sup> day of November, 2013.

---

MAYOR – DEBBIE AMAROSO

---

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-224 AMEND SCHEDULE A BUILDING 2008-148 DOC

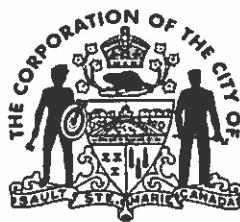
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CITY SOLICITOR

Jerry D. Dolcetti, RPP  
Commissioner

Don W. Maki, CBCO  
Chief Building Official



## ENGINEERING & PLANNING DEPARTMENT

### Building Division

Tel: (705) 759-5410  
Fax: (705) 541-7165

Building Division revision date 2013-11-18

### Schedule "A"

1. Permit fee shall be based on the formula given below unless otherwise specified in the schedule (or a fixed fee will apply (ff)).

$$\text{Permit fee} = \text{SI} \times \text{A}$$

Where SI = Service index for class of proposed work  
A= floor area in m<sup>2</sup> of work involved.

2. A minimum fee of \$60.00 shall be charged for all work or if not described below as a Fixed Fee (FF).
3. For Building Classifications that are not described in sections 4 – 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

#### Building Classification

##### 4. New Construction

###### **Group A – (assembly occupancies)**

	Service Index (SI) \$ x 1m <sup>2</sup> unless otherwise indicated
School, churches	\$18.10
Restaurants	\$18.10
All other assembly	\$18.10

###### **Group B - (institutional occupancies)**

All types	\$18.10
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###### **Group C – (residential occupancies)**

Single Dwelling (SFD, townhouse, semi, duplex)	\$14.70
Single Dwelling Modular Units	\$12.85
All other multiple units	\$11.50
Hotels, motels	\$15.80

###### **Group D – (business & personal services occupancies)**

Offices, and all others	\$13.60
Offices and all others – shell only	\$10.20
Interior tenant finishing	\$2.90

###### **Group E – (mercantile occupancies)**

Retail store shell, department store, supermarkets, all other E occupancies	\$10.20
Interior tenant finishing	\$2.90

###### **Group F – (industries occupancies)**

Industrial building shell less than 7500 m <sup>2</sup>	\$7.35
Industrial building shell greater than 7500 m <sup>2</sup>	\$6.20
Interior tenant finishing	\$3.40
Parking garage	\$5.10
All other F occupancies	\$7.30

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## 5. Alterations and Renovations

### Group A – (assembly occupancies)

Alterations and Renovations	\$4.00
Air supported structure	\$4.00
Commercial decks	\$2.30
Emergency lighting	\$61.20 / storey
Fire alarms	\$61.20/storey
Parking garage repairs	\$3.40
Portable classrooms foundations	\$122.40 ff ea
Residing, re-roofing	\$0.58
Roof Structure	\$3.40
Sprinkler, standpipes	\$0.31
Tents - less than 225m <sup>2</sup>	\$66.30 ff
Tents - greater than 225m <sup>2</sup>	\$234.60 ff
Window / Door replacement	\$2.75 / opening + \$60.00 ff

### Group B - (institutional occupancies)

Alterations and Renovations	\$4.00
Emergency lighting	\$61.20 / storey
Commercial decks	\$2.30
Emergency lighting	\$61.20 / storey
Fire alarms	\$61.20/storey
Parking garage repairs	\$3.40
Residing, re-roofing	\$0.58
Roof Structure	\$3.40
Sprinkler, standpipes	\$0.31
Window / Door replacement	\$2.75 / opening + \$60.00 ff

### Group C – (residential occupancies)

Alterations and Renovations	\$2.95
Balcony repairs	\$64.00 ff
Basement finishing	\$3.50
Basement new under existing dwelling	\$510.00 ff
Canopy, carport	\$7.35
Emergency lighting	\$61.20 / storey
Fire alarms	\$61.20/storey
Foundation water or damp proofing and tile	\$61.20 ff
Pools, fencing residential	\$60.00 ff
Residing, re-roofing	\$60.00 ff
Residential decks	\$86.70 ff
Residential attached garage and accessory buildings	\$3.50
Residential detached garage	\$3.50
Residential shed < 25 m <sup>2</sup>	\$60.00 ff
Roof Structure	\$3.40
Sprinkler, standpipes	\$0.31
Window / Door replacement	\$2.75 / opening + \$60.00 ff

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<b>Group D – (business &amp; personal services occupancies)</b>	
Alterations and Renovations	\$4.00
Commercial decks	\$2.30
Emergency lighting	\$61.20 / storey
Fire alarms	\$61.20/storey
Parking garage repairs	\$3.40
Residing, re-roofing	\$0.58
Roof Structure	\$3.40
Sprinkler, standpipes	\$0.31
Window / Door replacement	\$2.75 / opening + \$60.00 ff
<b>Group E – (mercantile occupancies)</b>	
Alterations and Renovations	\$2.95
Commercial decks	\$2.30
Emergency lighting	\$61.20 / storey
Fire alarms	\$61.20/storey
Parking garage repairs	\$3.40
Residing, re-roofing	\$0.58
Roof Structure	\$3.40
Sprinkler, standpipes	\$0.31
Window / Door replacement	\$2.75 / opening + \$60.00 ff
<b>Group F – (industries occupancies)</b>	
Alterations and Renovations	\$2.95
Commercial decks	\$2.30
Emergency lighting	\$61.20 / storey
Fire alarms	\$61.20/storey
Farm buildings	\$3.50
Industrial Equipment Foundations	\$2.30
Parking garage repairs	\$3.40
Residing, re-roofing	\$0.58
Roof Structure	\$3.40
Sprinkler, standpipes	\$0.31
Window / Door replacement	\$2.75 / opening + \$60.00 ff
<b>6. Demolition</b>	
Group C – Single Family Dwelling	\$65.00 ff
All others	\$115.00 ff
<b>7. Designated Structures OBC Subsection 1.3.1.1.</b>	
Crane runway	\$561.00 ff / structure
Exterior tanks	\$561.00 ff / structure
Outdoor pool and spa	\$18.80
Wind power towers	\$561.00 ff / structure
All other structures	\$255.00 ff / structure
<b>8. Standalone Mechanical</b>	
All Occupancies - new ductwork or piping & units	\$56.10 ff + \$0.82 / lineal meter
Group C residential Single Family Dwelling	\$107.10 ff
New unit	\$107.10 / unit
HVAC alterations	\$107.10 ff
Special mechanical system (exhaust hoods, solar panels etc.)	\$234.60 ff
Plumbing & drainage	\$10.70 / fixture
Sewer installation & capping	\$66.30 ff

<b>9. Additional Charges</b>	
Occupancy permit	\$11.20 ff / unit
Conditional permit	\$122.40 ff
Change of use permit	\$234.60 ff
Permit renewal/transfer	\$122.40 ff
Moving permit	\$61.20 ff
Re-inspection	\$81.60 ff
Sign permit (as regulated by Sign By-Law 2005-166)	\$66.30 ff each
Portable signs	
2 years	\$60.00 ff
30 days	\$10.00 ff
Sign renewal	\$15.00 ff
<i>Culvert as determined by Public Works &amp; Transportation Dept</i>	
Curb or sidewalk depression	\$20.40 ff
Certificate of zoning conformity Single Family Dwelling	\$30.00 ff + HST
Certificate of zoning conformity Other	\$60.00 ff +HST
File Inquiry and plans inquiry	\$30.00/SFD + HST
Other	\$60.00/others + HST
Annual Fee	\$500.00/Year + HST
Removal of work order	\$102.00 ff + HST
Work order appeal	\$102.00 ff

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-204

FINANCE: (F1.1) A by-law to establish user fees and service charges.

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or on behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended ENACTS as follows:

1. USER FEES ADOPTED

That Council does confirm and ratify the user fees and service charges described in Schedules "A" to "G" attached to and forming part of this By-law and are outlined as follows:

Schedule A - Clerk's Department  
Schedule B - Community Services Department  
Schedule C - Engineering & Planning Department  
Schedule D - Finance Department  
Schedule E - Fire Department  
Schedule F - Legal Department  
Schedule G - Public Works & Transportation Department

2. BY-LAW 2013-20 REPEALED

By-law 2013-20 is hereby repealed

3. EFFECTIVE DATE

This By-law is effective on January 1, 2014

PASSED in open Council this 18<sup>th</sup> day November, 2013

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MAYOR – DEBBIE AMAROSO

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CITY CLERK – MALCOLM WHITE

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

**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "A"**

**CLERK'S DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>MARRIAGE LICENSES</b>			
- Sale of Marriage Licenses - per license	120.00	125.00	Exempt
<b>MAP SALES</b>			
- Sale of City Maps - per map	2.00	2.00	Inc
<b>ZONING BY-LAW SALES</b>			
- Sale of By-law 2005-150 - Paper Copy	100.00	100.00	Inc
- Sale of By-law 2005-150 - Paper Copy - Annual Update	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom - Annual Update	50.00	50.00	Inc
<b>OTHER</b>			
- Photocopying - per page	0.50	0.50	Inc

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

**USER FEE & SERVICE CHARGES - By-law - 2013-204 - Schedule B**

**COMMUNITY SERVICES DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>BONDAR PAVILION</b>			
- Full Day Rental - Non Profit Group	145.00	147.90	Add
- Part Day Rental - Non Profit Group	90.00	91.80	Add
- Full Day Rental - Commercial	552.00	563.04	Add
- Part Day Rental - Commercial	287.00	292.74	Add
- Wedding Receptions	631.00	643.62	Add
- Clean Up - Minor	53.00	54.06	Add
- Clean Up - Major	212.00	216.24	Add
- Barriers	1.10	1.12	Add
- Tables	4.25	4.34	Add
- Chairs	0.45	0.46	Add
- Sound System (per day)	26.50	27.03	Add
- Kitchen (per day)	53.00	54.06	Add
- Supervision of Volunteers (per hour)	15.75	16.07	Add
- Alcohol event admin fee per event per day	28.70	29.25	Add
<b>MARINA FEES</b>			
- Fuels	Road Price + \$ 0.02	Road Price + \$ 0.02	
- Sewage Pumpouts - per service	10.40	10.50	Add
- Cruise Ship Dockage Fee - rate per meter	5.20	5.20	Add
- Cruise Ship - Passenger disembarkment/embarkment fee	1.50 / passenger	1.50 / passenger	Add
- Bondar - Slip Rental - Daily - per foot	1.24	1.25	Add
- Bondar - Slip Rental - Weekly - per foot	6.72	6.85	Add
- Bondar - Slip Rental - Monthly - per foot	19.60	20.00	Add
- Bondar Dock - Ship/Barge Dockage (per metre)	0.15 / hr	0.16 / hr	Add
	1.56 / day	1.60 / day	Add
	30.60/month	31.20/month	Add
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	4.16	4.24	Add
- Bellevue - Slip Rental - Weekly - Serviced per foot	5.22	5.50	Add
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	19.78	20.18	Add
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	22.92	23.38	Add
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	12.48	12.73	Add
- Bellevue - Slip Rental - Monthly - Serviced per foot	14.56	15.15	Add
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	27.04	27.04	Add
- Bellevue - Slip Rental - Seasonal - Serviced per foot	31.24	31.24	Add
- Bellevue - Slip Rental - Daily - Serviced per foot	1.24	1.26	Add
- Bellevue - Slip Rental - Daily - Non Serviced per foot	1.06	1.08	Add
- Launch Ramp Fee - Daily	6.00	6.00	Included
- Launch Ramp Fee - Seasonal	51.99	53.00	Add
- Winter Storage - Monthly per foot	1.55	1.60	Add
- Slip Cancellation Fee	25.00	25.00	Included
- September Special	50% fee discount	50% fee discount	Add
<b>LEADERSHIP DEVELOPMENT</b>			

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- Leadership Courses - varies per content	\$ 10. To \$ 25	\$ 10. To \$ 25	Included
- Weekend Seminars - varies per content	\$ 25. To \$ 60	\$ 25. To \$ 60	Included
<b>SENIOR CITIZENS ADVISORY COUNCIL</b>			
- Fee in lieu of Other User Fees	16,800.00	16,800.00	Included
<b>DAY NURSERIES</b>			
Subsidized Child Care based on ability to pay (per day)	1.75 to 36.40	1.75 to 36.40	Exempt
Unsubsidized - Before School	9.49	9.67	Exempt
Unsubsidized - Before and After School	18.50	18.87	Exempt
Unsubsidized - After School	12.14	12.38	Exempt
Unsubsidized- Full Day Preschool	37.14	37.88	Exempt
Unsubsidized - Full Day Toddler	39.66	40.45	Exempt
Unsubsidized - Full Day Infant	45.00	45.90	Exempt
<b>MUNICIPAL BEST START PROGRAM</b>			
Subsidized Child Care based on ability to pay (per day)	1.75 to 37.27	1.75 to 37.27	Exempt
Unsubsidized-Full Day	38.03	38.79	Exempt
Unsubsidized - Before School	9.49	9.67	Exempt
Unsubsidized - After School	12.14	12.38	Exempt
Unsubsidized - Before and After School	18.50	18.87	Exempt
Note - a 5.0 % discount applies to all fees paid 3 months in advance			
<b>ARENA FEES</b>			
- Soo Greyhounds - agreement covered by separate By-law			
- Admission - High school Hockey - Adults	3.32	3.54	Add
- Admission - High school Hockey - Students & Seniors	2.66	2.88	Add
- Admission - High school Hockey - Children	2.43	2.66	Add
- Ice Rentals - per hour - Prime Time - Adult	137.57	140.32	Add
- Ice Rentals - per hour - Prime Time - Youth	127.55	130.10	Add
- Ice Rentals - per hour - Prime Time - Organized	108.89	111.07	Add
- Ice Rentals - per hour - Prime Time - Tournament	80.79	82.41	Add
- Ice Rentals - per hour - School Board	80.79	82.41	Add
- Ice Rentals - per hour - Non Ice (Lacrosse)	50.77	51.79	Add
- Ice Rentals - per hour - Non Prime Time - Winter -Adult	80.79	82.41	Add
- Ice Rentals - per hour - Non Prime Time - Adult - Summer	117.24	119.58	Add
- Ice Rentals - per hour - Non Prime Time -Youth - Winter	80.79	82.41	Add
- Ice Rentals - per hour - Non Prime Time -Youth - Summer	96.52	98.45	Add
-Ice Rentals - per hour - Individual Training up to 3 skaters	n/a	40.00	Add
-Essar Centre Angelo Bumbacco Room-Full Day	250.00	255.00	Add
-Essar Centre Angelo Bumbacco Room-1/2 Day or 1/2 room	150.00	153.00	Add
-Essar Centre Multi Purpose Room 1/2 Day	50.00	51.00	Add
-Essar Centre Multi Purpose Room Full Day	100.00	102.00	Add
<b>ARENA FEES (continued)</b>			
- Ice Skating - Admission - Adult	2.88	3.10	Add
- Ice Skating - Admission - Student	2.21	2.43	Add
- Ice Skating - Admission - Senior	2.21	2.43	Add
- Ice Skating - Admission - Child	1.99	2.21	Add
- Rental of McMeeken or Rhodes Centre - per day	885.00	902.70	Add

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<b>POOL FEES</b>				
- Public Swim Admission - Adult Aquatics	4.07	4.16	Add	
- Public Swim Admission - Senior Aquabics	3.01	3.10	Add	
- Public Swim Admission - Adult	4.07	4.15	Add	
- Public Swim Admission - Child / Senior	2.66	2.74	Add	
- Public Swim Admission - Family	10.18	10.40	Add	
- Pool Rental - per hour - Competitive Teams	45.48	46.39	Add	
- Pool Rental - per hour - School Boards - includes 3 instructors	92.98	94.84	Add	
- Pool Rental - per hour - Public - includes lifeguards	101.07	103.09	Add	
- Public Lessons - per lesson + surcharge	6.90	7.04	Add	
- Swim Meet - Special Rate (per hour) plus expenses	35.37	36.08	Add	
- John Rhodes meeting room rental up to 3 hours plus expenses	36.41	37.14	Add	
- John Rhodes meeting room rental daily rates plus expenses	104.00	106.08	Add	
<b>WEST END COMMUNITY CENTRE</b>				
-Single Turf Field Rental Per Hour-Prime Time	120.00	120.00	Add	
-Single Turf Field Rental Per Hour-Non-Prime Time	75.00	75.00	Add	
<b>RENTALS</b>				
- Rental Gymnastics Club - Rhodes Centre - per month				
- Rental Restaurant - Rhodes Centre - per month				
- Rental Pro Shop - Rhodes Centre - per month				
The above Rentals are governed by Agreements approved by Council.				
<b>ATHLETIC FIELDS</b>				
- Slowpitch Fields - Adult per diamond per evening	57.34	58.48	Add	
- Youth Ball - per diamond per evening	28.67	29.24	Add	
- Slowpitch (Ball) Fields - Tournaments per Diamond per Day	36.69	37.50	Add	
- Sault Amateur Soccer Association - Adult per field per night	57.34	58.48	Add	
- Sault Youth Soccer Association - per field per night	28.67	29.05	Add	
- Soccer Tournaments - per field per day	36.69	37.50	Add	
-Cricket - per field per day	n/a	37.50	Add	
- High School Soccer - per field per day	28.67	29.24	Add	
- High School Soccer Tournament- per field per day	36.69	37.50	Add	
- Steeler Football - per game	458.81	468.00	Add	
-Touch Football-Rocky DiPietro with lights	n/a	58.48	Add	
- Touch Football - per field per night	28.67	29.24	Add	
- High School; Football - per game	335.00	341.70	Add	
- Dressing Room Rental per event	28.67	29.24	Add	
- Public Address System - per event	28.67	29.24	Add	
- Beer Garden - per event per day	28.67	29.24	Add	
- Sabercats Football - per game	229.47	234.06	Add	
- Soo Minor Football - per evening (practice)	28.67	29.24	Add	
- Soo Minor Football - per day game fee (QE "B")	114.65	116.94	Add	
- Soo Minor Football - fee for Rocky DiPietro Field per day	229.43	234.02	Add	
- Speed Skating Club - per competition	573.50	584.97	Add	
- Special Event Booking - Event more than 500 people	557.13	568.27	Add	
- Special Event Booking - Event more than 200 people	278.54	284.11	Add	
- Special Event - Garbage Pick-up and Recycling	212.26	216.50	Add	

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-Ultimate Frisbee - per field per night	n/a	29.24	Add
-Sport field lining - special request	n/a	278.54	Add
<b>BELLEVUE PARK</b>			
- Facility Booking - per booking	28.67	29.24	Add
- Special Event Booking - Event more than 250 people	557.13	568.27	Add
- Special Event Booking - Event less than 250 people	278.54	284.11	Add
<b>HISTORIC SITES BOARD (Fees set by Historic Sites Board)</b>			
- Membership - Adult	12.00	12.00	Add
- Membership - Family	20.00	20.00	Add
- Membership - Senior	5.00	5.00	Add
- Membership - Group/Business	25.00	25.00	Add
- Admission - Adult	8.00	10.00	Included
- Admission - Seniors / Children	6.00	8.00	Included
- Admission - Child under 5 years of Age	Free	Free	Add
- Admission - Family	22.00	25.00	Included
- Admission - Self Guided Group (10 or more ) Adults	5.00	8.00	Included
- Admission - Self Guided Group (10 or more ) Seniors/Children	4.00	6.00	Included
<b>Education Tours - per student (basic rate)</b>	2.00	3.00	Exempt
( basic rate X length of program + activity cost)			
- JK & SK = 1 hour			
- Grades 1 to 7 & Christmas = 1.5 hours		4.00	Exempt
- Baking \$ 0.50 / student/ item)			
- Take Home Craft \$ 1.00 / student + item		5.00	
- Christmas - per student - (includes craft and baking)	3.75	3.75	Exempt
- Brownie / Guide - 2 hour program - per participant (follow fees of Ed)	5.00	6.00	Exempt
- Sparks / Beavers - 1.5 hour program - per participant (follow Fees of Ed)	5.00	5.00	Exempt
- workshops of any kind - minimum 1.5 hrs per participant	10.00 + supplies	10.00 + supplies	Add
- Outreach rental of education Kits	25.00/ 2 weeks	25.00/ 2 weeks	Add
- Outreach Programs	25./ hr + supplies	25./ hr + supplies	Add
- Birthday Parties	Min \$100/ \$10 ea	Min \$100/ \$10 ea	Add
<b>- Special Events &amp; Happenings in the House</b>			
- Special Events Tea - per person	6.00	8.00	Included
- Fur Festival - per person	5.00	5.00	Included
- Blueberry Tea - per person	6.00	8.00	Included
- Blueberry - Pancake Breakfast - adult	8.00	8.00	Included
- Blueberry - Pancake Breakfast - senior	7.00	7.00	Included
- Blueberry - Pancake Breakfast - child (over 3 yrs)	5.00	5.00	Included
-Festival Events - per person	5.00	5.00	Included
- Evening in the Summer Kitchen	50.00	50.00	Included
- Christmas Open House -	Admission Fee	Admission Fee	Add
- Heritage Lunch (per person)	15.00	15.00	Included
- Heritage Dinner (per person)	30.00	30.00	Included
<b>- Special Rate - Cultural Passport</b>	% of Full Rate	% of Full Rate	No
<b>- Special Rate - Marketshare Tourism Pass</b>	% of Full Rate	% of Full Rate	No
<b>Brick Purchase (Walkway to History)</b>	50.00	50.00	No
Plaque Purchase (Walkway to History)	100.00 to 500.00	100.00 to 500.00	No
<b>Site User Fees: (Weddings, parties, Photographs, Film Crews)</b>			
Basic Rental Not for Profit - 1/2 day (up to 4 hrs.)	100.00	100.00	Add
Basic Rental Commercial - 1/2 day (up to 4 hrs.)	250.00	250.00	Add

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Basic Rental Not for Profit - Full day (4 to 10 hrs.)	150.00	150.00	Add
Basic Rental Commercial - Full day (4 to 10 hrs.)	450.00	450.00	Add
Basic Rental for Wedding Ceremony and/or photographs	200.00	200.00	Add
Basic rental for Film Crew (per hour)	100.00	100.00	Add
Supervisory Fees (added to basic rental rate) (per hour)	10.00	10.00	Add
Photography Fee (\$50 per 1/2 hour)	50.00	50.00	Add
<b>Research User Fees</b>			
Individual research request	10.00	10.00	Add
Yearly research privileges	50.00	50.00	Add
Reproduction Fees - photocopying (per page)	0.25	0.25	Add
Reproduction Fees - photograph scans (printed/disk)	5.00	5.00	Add
Map reproduction - will be subject to the sq. ft. rate of another business plus (administration fee)	\$25.00	\$25.00	Add
Previously HST added			

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - By-law - 2013-204 - Schedule C**  
**ENGINEERING & PLANNING DEPARTMENT**

Services Offered	2013 Current Fee	2014 Proposed Fee	GST/HST Included or Added
<b>PRINCE TOWNSHIP PLANNING FEES</b>			
- Retainer for Building Inspections and Plans Examinations (now included in By-law 2012-49)			
<b>REZONING FEES</b>			
- Sale of City Official Plan	\$ 30.00 / plan	\$ 35.00 / plan	Exempt
- Official Plan Amendment	\$ 1600.00 / amend	\$ 2000.00 / amend	Exempt
- Rezoning Application Fee	\$ 1600.00 / app	\$ 2000.00 / app	Exempt
- Combined Official Plan & Rezoning Application	\$ 2500.00 / app	\$ 3000.00 / app	Exempt
- Subdivision Approval Fee	\$ 3000.00 / app	\$ 3500.00 / app	Exempt
- Condominium Approval Fee	\$ 2500.00 / app	\$ 3000.00 / app	Exempt
- Site Plan Review (Development Control)	\$ 850.00 / app	\$ 800.00 / app	Exempt
- Signs - Minor Amendment	\$ 250.00 / sign	\$ 300.00 / sign	Exempt
- Deferred Application	\$ 50.00 / app	\$ 75.00 / app	Exempt
- Deferred Application if new Notice is Required	\$ 250.00 / app	\$ 275.00 / app	Exempt
- Preparation of a Subdivision Agreement	\$ 2500 / app	\$ 3000 / app	Exempt
- Staff Attendance at OMB Hearings **	\$500/hearing day	\$500/hearing day	Exempt
<b>COMMITTEE OF ADJUSTMENT FEES</b>			
- Minor Variance Application (Single Unit Residential)	\$ 350.00 / app	\$ 400.00 / app	Exempt
- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	\$ 450.00 / app	\$ 500.00 / app	Exempt
- Minor Variance Application (Multiple Unit >4 & Other Zones)	\$ 550.00 / app	\$ 600.00 / app	Exempt
- Deferred Minor Variance Application	50.00 / app	50.00 / app	Exempt
- Consent Application (Lot Addition)	\$ 500.00 / app	\$ 500.00 / app	Exempt
- Consent Application (New Lot Creation)	\$500 + \$300 / lot/app	\$600 + \$300 / lot/app	Exempt
- Final Consent Application	\$ 100.00 / deed	\$ 150.00 / deed	Exempt
- Deferred Application Fee - No New Notice	75.00 / app	75.00 / app	Exempt
- Deferred Application Fee if New Notice Required	1/2 App Fee	1/2 App Fee	Exempt
- Property Standards Appeal Fee	\$ 100.00 / app	\$ 200.00 / app	Exempt
<b>SEWER CONNECTIONS</b>			
- 100 mm diameter lateral per connection	\$3,720.00	\$3,795.00	Exempt
- 150 mm diameter lateral per connection	\$4,020.00	\$4,105.00	Exempt
<b>Additional Connection Charges</b>			
- Class A Pavement - Additional Charge	\$1,910.00	\$1,950.00	Exempt
- Class B Pavement or Surface Treatment- Additional Charge	\$1,550.00	\$1,585.00	Exempt
- Curb and Gutter - Additional Charge	\$1,080.00	\$1,105.00	Exempt
- Concrete Sidewalk - Additional Charge	\$1,320.00	\$1,350.00	Exempt
- CCTV Sewer Inspection	\$170.00 / hour	\$175.00 / hour	Inc
- Sewer Camera Inspection	\$165.00	\$170.00	Add
<b>CULVERTS</b>			
- Single Driveway	\$1,320.00 / Driveway	\$1,350.00 / Driveway	Exempt
- Double Entrance Driveway	\$2,574.00 / Driveway	\$2,630.00 / Driveway	Exempt
<b>Additional Charges</b>			
- Culvert Couplings	\$ 65.00 / coupling	\$ 65.00 / coupling	Inc
- Additional Culvert length	\$ 225.00 / meter	\$ 230.00 / meter	Inc
<b>DIGITAL DATA FEES</b>			
- Info Light (Vector) / 1998 1km sq Raster Tiles	\$25.00 / tile	\$25.00 / tile	Inc
- Full data Extract	250.00	250.00	Inc
Contours and Base Data	100.00	100.00	Inc
-2012, 2008, 2004 Raster Data	500.00	250.00	Inc
-2014 Raster Data (pending)	0.00	500.00	
- Plan and Profile Drawings	\$10/sheet	\$10/sheet	Inc
- Lawyer Requests for Sanitary/Lateral Services	\$25	\$25	Inc

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "D"**  
**FINANCE DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>LOTTERY LICENCES</b>			
- Raffle under \$ 50,000 value	\$ 10.00 or 1 % of the Prize Value	\$ 10.00 or 1 % of the Prize Value	Exempt
- Raffle over \$ 50,000 value	to Province	to Province	Exempt
- Bingo - prize under \$ 5,500	\$ 10.00 or 1 % of the Prize Value	\$ 10.00 or 1 % of the Prize Value	Exempt
- Bingo - prize over \$ 5,500	to Province	to Province	Exempt
- Bazaar ( Maximum 3 wheels )	\$ 10.00 / wheel	\$ 10.00 / wheel	Exempt
- Nevada Tickets	3% of Prize Value	3% of Prize Value	Exempt
<b>GENERAL LICENCES</b>			
- Pawnbroker ( Annual )	\$250.00	\$250.00	Exempt
- Peddler - Resident Produce, Daily ( Annual )	\$250.00	\$250.00	Exempt
- Plumber - Master	\$20.00	\$20.00	Exempt
- Adult Entertainment Parlour - Owner / Operator - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Owner - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Operator - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Burlesque Attendant - Annual	\$75.00	\$75.00	Exempt
- Amusement Arcade (Annual)	\$250.00	\$250.00	Exempt
- Food Vending	\$225.00	\$225.00	Exempt
NOTE : Licence Fees for Taxis, Limousines etc are Governed by Police Services By-law 154 but Administered by the Tax & Licence Division.			
<b>PENALTIES &amp; INTEREST ON TAXES</b>			
- On the First Day after the due date	1.25 % / month	1.25 % / month	None
- On the First day of each month that the Taxes remain unpaid			
- On January 1st of the following year and each month thereafter			
<b>LIBRARY ACCOUNTING FEES</b>			
- Accounting / Data Processing Fees - Library Board	10,700.00	10,915.00	Exempt
<b>DSSAB ACCOUNTING SERVICES</b>			
- Accounting Services - District Social Services Admin Board	18,720.00	18,720.00	Added
<b>INTEREST - ACCOUNTS RECEIVABLE</b>			
- On all accounts more than 30 days old	1.25 % / month	1.25 % / month	None
<b>TAX CERTIFICATES</b>			
- Tax Certificate ( Certified Statement of Tax Account Status )	\$60.00	\$60.00	None
<b>TAX SEARCH &amp; CONFIRMATIONS</b>			
- Confirmation - Previous Years per property per year	\$10.00	\$10.00	None
- Multiple Tax Balances per Property (bank searches)	\$5.00	\$5.00	None
<b>EMPLOYEE PC PURCHASES</b>			
- Interest Charged on Computer Purchases by City Personnel	5.00%	5.00%	None

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "D"**  
**FINANCE DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>PAYROLL GARNISHEE</b>			
- Fee for Garnishee of payroll Cheque per pay per cheque	\$10.00	\$10.00	None
<b>NSF CHEQUE FEE</b>			
- Fee for a cheque being returned per cheque	\$35.00	\$35.00	None

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "E"**

**FIRE SERVICES**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>FIRE ALARM SYSTEM</b>			
- Installation / Hook up Charge	360.50	360.50	Add
- Annual Surveillance Fee	234.00	234.00	Add
<b>INSPECTION CHARGES</b>			
- File Search - Residential Property	62.00	62.00	Add
- File Search - Commercial Property	62.00	62.00	Add
- Field Inspection (Minimum charge of 1 hour)	62.00	62.00	Add
- Property Resale Inspection	108.00	108.00	Add
- Daycare Licensing Inspection	108.00	108.00	Add
<b>AIR BOTTLE REFILLS</b>			
- Refill per bottle	7.00	7.00	inc
<b>TRAINING</b>			
- Fire Extinguisher Training (per 2 hour session)	108.00	108.00	Add
<b>BURNING PERMITS</b>			
- New (First) Burning Permit	25.00	25.00	No
- Burning Permit - Annual Renewal	15.00	15.00	No
- Burning Permit - Weekly Fee	10.00	10.00	No

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204- Schedule "F"**  
**LEGAL DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS</b>			
Lyon's Building Centre (LYONS AVE & WELLINGTON) (L-14)	\$ 85.00 / month	\$ 85.00 / month	Add
STEELTON SENIOR CENTRE (no Rent - July & August) (L-203)	\$ 400.00 / month	\$ 400.00 / month	Add
BUILDING DIVISION RENT	\$100,000.00 annual	\$100,000.00 annual	Exempt
<b>ANNUAL ENCROACHMENTS</b>	Varies	Varies	
Nystedt, Dennis - 274 North Street	\$25.00/annual	\$25.00/annual	Add
Lyon's Building - 625 Queen Street East	\$25.00/annual	\$25.00/annual	Add
Cambrian Nissan - 460-468 Pim Street	\$25.00/annual	\$25.00/annual	Add
Flormor Automotive - 53,59 Great Northern Road & 7 Champlain	\$25.00/annual	\$25.00/annual	add
<b>CIVIC CENTRE - MEETING ROOMS (Full Day)</b>			
Council Chambers		\$255	
Russ Ramsay Board Room		\$102	
Biggins Meeting Room		\$102	
Thompson Meeting Room		\$102	
Plummer Meeting Room		\$51	
Korah Meeting Room		\$51	
Tarentorus Meeting Room		\$51	
Stellton Meeting Room		\$51	
GREAT LAKES POWER - PEOPLES ROAD (L-253)	\$ 200.00 / annual	\$ 200.00 / annual	Add
Part 65 OLD GARDEN RIVER ROAD (Sault Area Hospital) (L-322)	\$75,360 annual	\$75,360 annual	Add
Bell Mobility CATHCART St - WEST STREET (LE-67)	\$ 5,500 annual	\$ 5,500 annual	Add
Superior 7 Signs - 331 QUEEN ST E (L-317)	\$ 900.00 annual	\$ 900.00 annual	Add
Algo Signs - 723 Great Northern Road (2 signs) (L-283)	\$2,400.00 annual	\$2,400.00 annual	Add
Hopital Regional de Sudbury Regional Hospital (Part 65 Old Garden River Rd) (L-328)	\$5,850.00 annual	\$5,850.00 annual	included
Superior 7 Advertising Ltd. - Sign - Lake Street (L-286)	\$950.00 annual	\$950.00 annual	Add
Sault Ste. Marie Model Aircraft Radio Control Club (L-326)	\$400.00 annual	\$400.00 annual	Add
Sault Ste. Marie Aquatic Club (L-230)	\$100.00 monthly	\$100.00 monthly	Add
Algoma Sailing Club (L-122)	\$100 / annual	\$100 / annual	Add
Rogers - 363 Second Line West (at Third Avenue) (L-334)	\$700.00 monthly	\$700.00 monthly	Add
Algoma Public Health Unit (LE-84)	\$10.00/year	\$10.00/year	Add
POA Rent-Civic Centre	\$4,714.50/month	\$4,714.50/month	Add
S&T Electrical Contractors (LE-39)		\$200.00 / month	Add

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**CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**USER FEE & SERVICE CHARGES - BY-LAW 2013-204 - Schedule "G"**  
**PUBLIC WORKS & TRANSPORTATION DEPARTMENT**

<b>Services Offered</b>	<b>2013 Current Fee</b>	<b>2014 Proposed Fee</b>	<b>GST/HST Included or Added</b>
<b>TRANSIT CASH FARES</b>			
- Adults	\$2.50	\$2.50	Exempt
- Students	N/A	N/A	Exempt
- Seniors	\$2.50	\$2.50	Exempt
- Children (Youth)	\$2.50	\$2.50	Exempt
<b>TRANSIT BUS PASSES</b>			
- Monthly Pass - Adult	\$60.00	\$60.00	Exempt
- Monthly Pass - Student	N/A	N/A	Exempt
- Monthly Pass - Senior	\$50.00	\$50.00	Exempt
- Monthly Pass - Child (Youth)	\$25.00	\$25.00	Exempt
- Punch Pass - 20 Rides	\$40.00	\$40.00	Exempt
- Senior Multi 6 Ride Pass (60 years and over)	\$7.80	\$7.80	Exempt
- Senior Multi 12 Ride Pass (60 years and over)	\$15.60	\$15.60	Exempt
<b>TRANSIT PHOTO I.D. CARD</b>	\$ 4.00 / card	\$ 4.00 / card	Exempt
<b>TRANSIT CHARTERS - LOCAL</b>			
- Weekdays per hour (minimum 1 hour)	\$125.00/hr	\$125.00/hr	Add
- Sundays per hour (minimum 1 hour)	\$135.00/hr	\$135.00/hr	Add
- Statutory Holidays per hour (mlnimum 1 hour)	\$150.00/hr	\$150.00/hr	Add
<b>TRANSIT BUS ADVERTISING</b>			
- Governed by Agreement			
<b>COMMUNITY BUS CASH FARES</b>			
- Cash Fare	\$2.50	\$2.50	Exempt
- Punch Pass - 20 Rides	\$40.00	\$40.00	Exempt
<b>PARA BUS FARES</b>			
- Cash Fare	\$2.50	\$2.50	Exempt
- Ambulatory Cash Fare	\$2.50	\$2.50	Exempt
- Attendant Cash Fare	\$2.50	\$2.50	Exempt
- 40 Ride Pass	\$70.00	\$70.00	Exempt
- 10 Ride - Ambulatory Pass	N.A.	N.A.	
- 20 Ride - Ambulatory Pass	N.A.	N.A.	
- 40 Ride - Ambulatory Pass	N.A.	N.A.	
<b>MISCELLANEOUS TRANSIT SHOP SALES</b>			
- Labour	95.00	95.00	Add
- Bus Parking	\$ 20.00 / day	\$ 20.00 / day	Add
- Bus Parking - Monthly	\$ 225.00 / month	\$ 225.00 / month	Add

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- Bus Wash	N/A	N/A	Add
- Bus Wash - by Hand	N/A	N/A	Add
- Bus - Mop and Sweep	N/A	N/A	Add
- Bus Vacuum	N/A	N/A	Add
- Battery Charge	N/A	N/A	Add
- Service Call - Regular Hours -	95.00	95.00	Add
- Service Call - After Hours -	\$130.00/ hr	\$130.00/ hr	Add
- Service Calls - Cost per kilometer -	\$ 0.45 / km	\$ 0.45 / km	Add
<b>SEWER RODDING</b>			
- Calls during regular Hours	\$140.00	\$140.00	Add
- Calls outside regular Hours	\$280.00	\$280.00	Add
<b>LANDFILL FEES (established by by-law 2003-140)</b>			
- Tipping Fee per tonne	70.00	70.00	No
- Gate Fee	10.00	10.00	No
- Out of town (Prince/Rankin) Tipping Fee per tonne	70.00	70.00	No
- Asbestos per bag following MOE Regulations (up to 4 bags)	50.00	50.00	No
- Asbestos bulk load - MOE Regulations per tonne after 4 bags	200.00	200.00	No
- Bio-Medical Waste per tonne per MOE Guideline	200.00	200.00	No
- Refrigerator/Freezer Disposal (untagged)	25.00	25.00	No
- Non Hazardous Industrial Solid Waste (for cover material)	35.00	35.00	No
- Non Hazardous Industrial Solid Waste (Non Useable)	70.00	70.00	No
- Residential pick up excess bag tag	2.00	2.00	No
<b>PARKING METERS</b>			
- Queenstown Area per hour	1.00	1.00	Included
- City Centre Area per hour	0.50	0.50	Included
<b>HOODING OF PARKING METERS</b>			
- Single Meter per day	4.00	4.00	Included
- Double Meter per day	8.00	8.00	Included
<b>PARKING LOTS</b>			
- Rental - Monthly	40.00	40.00	Included
- Yearly Rate - Non Refundable	411.00	411.00	Included
- Daily Rate	3.00	3.00	Included
<b>CEMETERY FEES * See By-law 2012-129</b>			

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-214

**PARKING:** (P3.9(3)) 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 18<sup>th</sup> day of November, 2013.

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MAYOR – DEBBIE AMAROSO

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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

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SCHEDULE A

<u>BADGE SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
58 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/DAVEY HOME/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 4W/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
191 BROWN,STEVEN,GEORGE	SEP SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196 SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
245 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249 CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253 TRAVSON,TERRANCE(TERRY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
278 SMITH DENIS,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/428 QUEEN ST E
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
335 GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
343 CHILLMAN,JODI	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
348 HAZELTON,MARGARET	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
366 TROIOW,VICTORIA	G4S SECURE SOLUTIONS	AIRPORT
369 CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
372 BENQIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
374 TAVELANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
376 FINN,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/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	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
400 JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNER,HAROLD	G4S SECURE SOLUTIONS	AIRPORT
411 MOORE,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
413 HILL,MICHAEL	G4S SECURE SOLUTIONS	SAULT HOSPITAL
420 FABIANO,ANTONIO	G4S SECURE SOLUTIONS	AIRPORT
423 VANDERLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
430 RUSCIO,DOMINIC	MAJOR CONTR.	TRAVELODGE
431 DICKSON,SHANE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
435 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
440 HAMMERSTEDT,ERIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
441 WILSON,DAVID	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARCIL,MARK	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446 HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAULT,JESSE	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DERASP,RICHARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
458 ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460 BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
462 GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463 MORIN,ALEX	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
464 DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST.
465 DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
467 BERNIER,JUNE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
468 AGNEW,BRENDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
469 SANTELLI,DOMINIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
470 WOOLLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
471 STOYCHEFF,CHRISOPHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
472 BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
474 MANCUSO,ANTHONY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
475 TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
477 BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479 GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480 TELFORD,JASON	CORPS OF COMM /NORPRI	SAULT AREA HOSPITAL /REGENT PRO/S.COLLEGE/QUEENSCENTRE/GHC/AHP

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481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
482	LEWCELLE,BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
• 485	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
486	LONGO,NADIA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
488	LEFLEUR,MARYLYN	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
492	PARKER,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
494	SHEWFELT,CODY	G4S SECURE SOLUTIONS	AIRPORT
497	ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498	MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
499	SCALI,NICOLA	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
500	EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
501	QUARRELL,ROBERT	ELSTRONG MANAGEMENT	621,627,831 MACDONALD AVE
502	HAMEL,CHRIS	ELSTRONG MANAGEMENT	621,627,831 MACDONALD AVE
503	HAMEL,MELANIE	ELSTRONG MANAGEMENT	621,627,831 MACDONALD AVE
505	JONES,CHELSEY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
507	SMYTHE,RICHARD	BANK OF MONTREAL	556 QUEEN ST E
509	MATTALO,JOE	CORPS OF COMM	SAULT AREA HOSPITAL
511	ADAIR,BRENDAN	CORPS OF COMM	SAULT AREA HOSPITAL
512	DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
513	MEINCKE,KEN	CORPS OF COMM	SAULT AREA HOSPITAL
514	BONIFERO,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
515	MANGONE,MATT	CORPS OF COMM	SAULT AREA HOSPITAL
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
518	TREPASSO,GRANT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
519	FRAGOMENI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
520	THOMPSON,JOHN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
523	MCBRIDE,GUY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
524	DUNLOP,DAVID	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
525	IACCHETTA,CHRIS	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
527	KOZAK,EMILIE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
529	ROMAIN,GERALDINE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
530	WADE,SAMUEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
531	AHIAEGBE,ENOHIOMHEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
532	BROUILLARD,BERNARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
533	STILLERT,CHRISTIAN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
534	LADOUCEUR,RACHAEL	CORPS OF COMM	SAULT AREA HOSPITAL
535	HUTZAN,CHRISTIAN	CORPS OF COMM	SAULT AREA HOSPITAL
536	SAUERZOPF,JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
538	MCCAIG,BRANDON	CORPS OF COMM	SAULT AREA HOSPITAL
539	CUTLER,JOSE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
540	ZEPPA,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
541	DIMMA,WMILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
543	HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
544	NELSON,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
545	GRECO,BRYAN	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
546	ZORIT,TRAVIS	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE 98 FOSTER DR.(CIVIC CENTRE)	
549	WICKSTROM,IZAAK	G4S SECURE SOLUTIONS	AIRPORT
550	BADU,EDMUND	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
551	PIPER,ADAM	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
552	SENEGALGUDUR,DANIEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
553	ST.PIERRE,WMILLIAM	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
554	IRWIN,JACOB	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
555	ROY,DARCY	G4S SECURE SOLUTIONS	AIRPORT
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	AIRPORT
557	HUTCHINGS,GEORGE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
558	LARKIN,NICHOLAS	CORPS OF COMM	SAULT AREA HOSPITAL
559	SUMMERS,STEPHEN	CORPS OF COMM	SAULT AREA HOSPITAL
560	ADDISON,CHRISTOPHER	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
561	CARTER,TIGER	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
562	DEARING,DEVIN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
563	FLEURY,TAMMY-JO	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
564	LAPRADE,DANIEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
565	LISCUMB,GERALD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
567	BOSTON,CDROY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	AIRPORT
570	BERTRAND,CHRISTOPHER	G4S SECURE SOLUTIONS	AIRPORT
571	BRESNAHAN,JAMES	SSM.AIRPORT CORP.	AIRPORT -SUPERVISOR OF BUSINESS OPERATIONS
572	BELANGER,COWAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
575	LALOUE,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
576	HULL,BRADLEY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
577	LARIVIÈRE,EUGENE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
578	MAKI,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
579	SANTERRE,JAYCE	CORPS OF COMM	SAULT AREA HOSPITAL
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
581	PAVONI,JORDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
583	MADIGAN,LORRIANNE	ELSTRONG MANAGEMENT	621,627,831 MACDONALD AVE
584	PROULX,PAUL	G4S SECURE SOLUTIONS	AIRPORT
585	WOODS,CAROL	G4S SECURE SOLUTIONS	AIRPORT
586	WERTH,KARL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

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587	GOUDET,MAUREEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
588	BRUCE-SHARP, MATTHEW	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
589	TWENTYMAN,DANIEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
590	WARMINGTON,KAYLA	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
591	KUSCH,CLINTON	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
592	ZACK,MOLLI	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
593	AMBEAULT,TYLER	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
594	PELOSO,MATT	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
595	SCHMIDT,DAVE	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
596	WAGNER,TODD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
597	WALLS,BRIAN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

10(K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-222

**RESOLUTIONS:** (E2.1) A by-law to authorize the execution of five (5) Municipal Council Support Resolutions to support five (5) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to five (5) Municipal Council Support Resolutions in the form of Schedules "A", "B", "C", "D" and "E" hereto attached and dated the 18<sup>th</sup> day of November, 2013, to support five (5) solar photovoltaic FIT applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

2. **SCHEDULES "A" to "E"**

Schedules "A", "B", "C", "D" and "E" form a 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 18<sup>th</sup> day of November, 2013.

---

MAYOR – DEBBIE AMAROSO

---

CITY CLERK – MALCOLM WHITE

**NOTICE**

THIS IS A DRAFT DOCUMENT. This has not been enacted by City Council and will not be enacted at all AND if enacted, it will be in the form of the DRAFT !

10CK

Schedule "A"



120 Adelaide Street West, Suite 1600  
Toronto, Ontario M5H 1T1  
T 416-967-7474  
F 416-967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)

**TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION**  
(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-012r2

Resolution NO: NOV 18 2013 Date:

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a rooftop solar project  
(the "Project") on 90 Ontario Avenue (the "Lands") in  
Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

**[NOW THEREFORE BE IT RESOLVED THAT]:**

Council of the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

*(signature lines for elected representatives.)*

FIT reference number: \_\_\_\_\_

*(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)*



120 Adelaide Street West, Suite 1600  
 Toronto, Ontario M5H 1T1  
 T 416-967-7474  
 F 416-967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)

**TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION**  
 (Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-D12r2

Resolution NO: \_\_\_\_\_ Date: NOV 18 2013

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a rooftop solar project

- (the "Project") on 105 Black Road (the "Lands") in  
Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

**[NOW THEREFORE BE IT RESOLVED THAT]:**

Council of the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

*(signature lines for elected representatives.)*

FIT reference number: \_\_\_\_\_

*(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)*

# Schedule "C"

10(k)

120 Adelaide Street West, Suite  
Toronto, Ontario M5H 1T1  
T 416 967 7474  
F 416 967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)



## TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION (Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-012r2

Resolution NO: \_\_\_\_\_

Date: NOV 18 2013

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] J B G Holdings and Investments Inc. (the "Applicant") proposes to construct and operate a

Rooftop Solar System

(the "Project") on 2196 Queen Street East (the "Lands") in

City of Sault Ste. Marie

under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of City of Sault Ste. Marie

indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

### [NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: FIT-NU12E

(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)

Oct 2013

Page 1 of 1



## Schedule "D"

10(k)  
120 Adelaide Street West, Suite 1600  
Toronto, Ontario M5H 1T1  
T 416-967-7474  
F 416-967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)

### TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION (Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-012r2

NOV 18 2013

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a rooftop solar project  
(the "Project") on 500 Second Line East (the "Lands") in  
Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie  
Indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

#### [NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the  
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

*(signature lines for elected representatives.)*

FIT reference number: \_\_\_\_\_

*(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)*

**TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION**  
(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

DPARP/F-FIT-012r2

NOV 18 2013

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a rooftop solar project

(the "Project") on 556 Goulet Avenue (the "Lands") in

Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

**[NOW THEREFORE BE IT RESOLVED THAT]:**

Council of the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title:

Mayor - Debbie Amaroso

Title:

City Clerk - Malcolm White*(signature lines for elected representatives.)*

FIT reference number: \_\_\_\_\_

*(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)*

# **ADDENDUM**

## **REGULAR MEETING OF CITY COUNCIL**

**2013 11 18**

**4:30 P.M.**

## **COUNCIL CHAMBERS**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the Addendum #1 for the 2013 11 18 City Council meeting as presented be approved.

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

#### **c) Mover: Councillor T. Sheehan**

Seconder: Councillor S. Myers

Whereas the Sault Youth Association is about to be wound up; and

Whereas this organization has facilitated a variety of programs and services for the youth of Sault Ste. Marie for many years; and

Whereas the accomplishments of the Sault Youth Association include a gold youth-friendly youth designation for the City, as well as *Buskerfest*, *Fresh Magazine*, *Fresh Art Project*, *Memoirs of a Century*; and more;

Now Therefore Be it Resolved that Sault Ste. Marie City Council sincerely thank present and past Sault Youth Association board members and staff for all of their work over the years; as well as all private and public sector that partners who have teamed with the Sault Youth Association to create success for youth in our community.

Mover: Councillor T. Sheehan

Seconder: Councillor S. Myers

Resolved that Rob Coleman and David Thompson be requested to act as a resource with respect to the City of Sault Ste. Marie's re-application for a gold youth-friendly designation through the *Youth Friendly Community Recognition Program*.

Mover: Councillor T. Sheehan

Seconder: Councillor S. Myers

Resolved that the Commissioner of Community Services be requested to report to Council as to how a youth forum to identify the needs of Sault Ste. Marie's current and future youth (and to offer possible solutions) could be undertaken.

## **PART ONE – CONSENT AGENDA**

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

c) Further correspondence concerning agenda item 5.(c) (Ring of Fire) is attached for the information of Council.

d) Further correspondence and a news release concerning Ontario's Bear Management Pilot Program is attached for the information of Council.

o) **Hub Trail and Cycling Master Plan – Additional Spokes and “Gaps” Assessment**

A copy of a resolution passed by the Township of Prince is attached for the consideration of Council.

s) **2014 Ontario Municipal Partnership Fund (OMPF) Grant**

A report of the Manager of Finance and Budgets is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Manager of Finance and Budgets dated 2013 11 18 concerning the 2014 Ontario Municipal Partnership Fund (OMPF) grant be received as information.

t) Correspondence between the Commissioner of Engineering and Planning to Chris Raikou, Terminal Manager, Shell Canada Limited concerning Distribution Terminal Property at 1010 McNabb Street is attached for the information of Canada.

u) **1743503 Ontario Inc. – 496 Second Line West – Ontario Municipal Board Appeal**

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Solicitor/Prosecutor concerning 1743503 Ontario Inc. – 496 Second Line West – Ontario Municipal Board Appeal dated 2013 11 18 be received as information.

- v) Correspondence from the Federation of Canadian Municipalities concerning Sault Ste. Marie Water Treatment Plant Energy Efficiency Project is attached for the information of Council.
- w) Mover: Councillor J. Krmpotich  
Seconder: Councillor M. Bruni  
Resolved that Council, pursuant to section 259(1)(c) of the *Municipal Act, 2001*, authorizes the absence from Council meetings of Councillor Manzo due to illness for a period in excess of three successive months and that such authorization be extended to February 28, 2014 and reviewed again at that time.

## **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**
  - d) **Application No. A-26-13-Z – filed by Major Contracting (Algoma) Ltd. – 46 Melrose Avenue**  
Correspondence is attached for the consideration of Council.
  - (7) PUBLIC WORKS AND TRANSPORTATION**
  - (8) BOARDS AND COMMITTEES**
- 7. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**
  - a) Copies of emails concerning agenda item 7.(a) (graffiti) are attached for the information of Council.
  - b) Mover: Councillor R. Niro  
Seconder: Councillor M. Bruni  
Whereas a meeting with the Gore Street area business community was held on October 30, 2013 to discuss common concerns, solutions, and possible actions; and

Whereas several business owners expressed concern with safety in this area; and

Whereas the Gore Street area includes a large residential component, and residents are also concerned about safety in their neighbourhood; and

Whereas safety concerns create a disincentive for revitalization of the Gore Street area; and

Whereas police are very aware of the issues in this area; and

Whereas one solution to decreasing crime in this area is to have a strong police presence;

Now Therefore Be it Resolved that the Police Chief be requested to report as to the feasibility (including cost analysis) of locating a Police Service satellite office in the Gore Street area as a pilot project, such report to be submitted to Council prior to 2014 budget deliberations.

c) Mover: Councillor R. Niro

Seconder: Councillor L. Turco

Whereas the City has recently completed a very successful Downtown Development initiative that included more than \$20 million of private sector investment; and

Whereas the City is proposing a second phase of this initiative with additional incentives for the Gore Street area; and

Whereas a meeting with the Gore Street area business community was held on October 30, 2013 to discuss common concerns, solutions, and possible actions; and

Whereas several business owners expressed concern with the deteriorating condition of some buildings in the Gore Street area; and

Whereas this creates a disincentive for neighbouring properties to invest;

Now Therefore Be it Resolved that the Building Division be requested to report as to actions required to ensure compliance of all buildings in the Gore Street area with the property standards by-law.

d) Mover: Councillor R. Niro

Seconder: Councillor L. Turco

Resolved that the Building Division be requested to report on the status of enforcement activities with respect to 206 Cathcart Street.

e) Mover: Councillor R. Niro

Seconder: Councillor L. Turco

Whereas since the opening of Carmen's Way, vehicular traffic on Bainbridge Street has increased; and

Whereas the speed of said traffic has also increased; and

Whereas a school bus makes daily stops at the top of Bainbridge hill to pick up and return children to their homes; and

Whereas the combination of vehicles speeding up Bainbridge hill and school bus activity at the top of the hill creates a very dangerous situation;

Now Therefore Be It Resolved that the Manager of Traffic and Communications be requested to review the movement and speed of traffic on Bainbridge Street, particularly at the hill section, and report back to Council with possible remedies.

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

# Sault Youth Association

Delivered by Rob Coleman and David Thompson

Monday, Nov 18<sup>th</sup> 2013

## Introduction

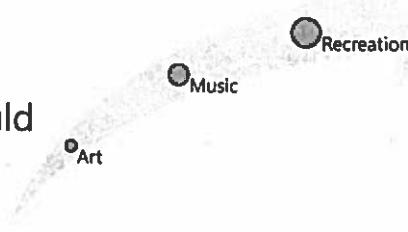
1. Recap
2. Challenges
3. Recommendations

## Recap

- Led many successful youth projects over the past 10 years:
  - Youth Shout Out!
  - The Youth Strategy Initiative – Mobilizing Youth Forum
  - The Fresh Art Project
  - Fresh Magazine
  - Buskerfest
  - Hard Eight
  - Roots to Youth Community Garden
  - Election Café
  - Battle of the Bands
- Not possible without many partners, volunteers, and youth:
  - Council
  - Trillium
  - Ontario Arts Council
  - NOHFC
  - Amazing staff

## Finding Success

Our most successful events  
were those that created  
spaces where youth could  
express themselves



## The Challenges

**Maintain Engagement**

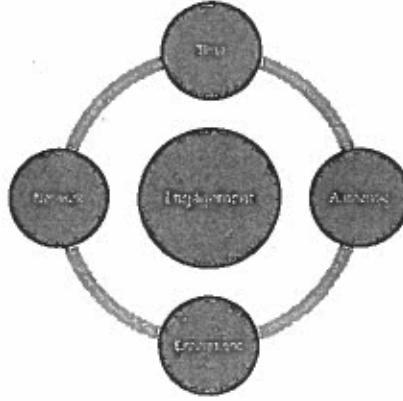
- Youth
- Volunteers
- Directors

**Stability**

- Subject to funding cycles
- No charitable status

**Organizational Capacity**

- Directors + staff
- Interns
- volunteers



## Recommendations

**Youth Advisory Council**

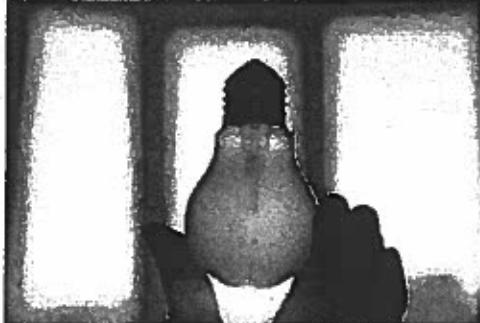
- Keep council informed on youth issues
- Act as a positive advocate
- Seek input from youth
- Identify and support youth led events
- Provide leadership experience for youth

**Youth Forum/Priority Setting Exercise**

- Continue to engage youth to identify youth priorities
- Commit to a schedule

**Establish Youth Fund**

- Repurpose SYA allocation
- Support social, economic, cultural and recreation activities that benefit youth



## Advantages

- Ensure institutional memory (not starting over each year)
- Accountability – demonstrate good use of city funds for youth events
- Stable resources – not relying on interns or subject to funding cycles



Thank you

Questions?



November 14, 2013

The Honourable Michael Gravelle  
Minister of Northern Development and Mines  
Whitney Block  
5th Flr, Rm 5630  
99 Wellesley St W  
Toronto ON M7A 1W3

Dear Minister Gravelle,

**RE: Ring of Fire Development Corporation**

On behalf of the members of the Ontario's North Economic Development Corporation (ONEDC), I am writing to express our collective interest in fully participating in the creation and governance of the recently proposed Ring of Fire Development Corporation.

As you know, ONEDC is a partnership of the economic development organizations in Northern Ontario's five largest municipalities, which are home to 60% of our region's population. Our members are very interested in the development of the Ring of Fire and we have a great deal of experience and expertise in Northern Ontario development issues.

As an entity, ONEDC has access to the collective resources of five professional economic development entities and their associated municipalities. In the past, we have partnered with your Ministry on several important initiatives, including the Mining Supply and Services Export Assistance Program that has just been extended for an additional two years. We have strong connections to local industries and are committed to action-oriented development within our own communities and across the North. In short, we believe that ONEDC is well-positioned to help accelerate the Ring of Fire development and to maximize the resulting benefits for the North as a whole.

I look forward to discussing ONEDC's interest in this opportunity with you or your designate. As a group you can count on our continued support for any effort that is aimed at moving the Ring of Fire opportunity from concept to reality.

I look forward to your response.

Regards,



Ian Wood  
Chair

cc    Mayor Debbie Amaroso, Sault Ste. Marie  
      Mayor Marianne Matichuk, Greater Sudbury  
      Mayor Keith Hobbs, Thunder Bay  
      Mayor Al McDonald – North Bay  
      Mayor Tom Laughren – Timmins  
      Tim Commissio, CAO, Thunder Bay  
      Joe Fratesi, CAO, Sault Ste. Marie  
      Jerry Knox, CAO, North Bay  
      Doug Nadorozny, CAO, Greater Sudbury  
      Joe Torlone, CAO, Timmins  
      Tom Dodds, Sault Ste. Marie, ONEDC Board Member  
      Christy Marinig, Timmins, ONEDC Board Member  
      Doug Murray, Thunder Bay, ONEDC Board Member  
      Erin Richmond, North Bay, ONEDC Board Member

5(d)

Ministry of Natural  
Resources

Office of the Minister

Room 6630, Whitney Block  
99 Wellesley Street West  
Toronto ON M7A 1W3  
Tel: 416-314-2301  
Fax: 416-314-2216

Ministère des Richesses  
naturelles

Bureau du ministre

Édifice Whitney, bureau 6630  
99, rue Wellesley Ouest  
Toronto (Ontario) M7A 1W3  
Tél.: 416-314-2301  
Téléc.: 416-314-2216



November 14, 2013

Her Worship Debbie Amaroso  
Mayor  
City of Sault Ste. Marie  
PO Box 580, 99 Foster Drive  
Sault Ste. Marie ON P6A 5N1

Dear Mayor Amaroso:

I have heard increasingly from some northern Ontario communities that they are concerned about public safety resulting from human-bear conflicts. Ontario has a plan that will see a more effective response when it comes to nuisance bear issues in Ontario and I am pleased to be writing to you today to ask you to demonstrate your support for a two-year proposed pilot which would include a limited early hunting season.

This limited early season would be for Ontario residents from May 1 to June 15, beginning in 2014. The harvest of bear cubs and females with cubs will be prohibited during the early season. Please see the enclosed map showing the Wildlife Management Units that are within the proposed pilot area. Only the portion of your community that falls within these Wildlife Management Units will be subject to the pilot.

I am also approaching other municipalities, townships and towns in your area to gauge their interest. Once I have a sense of the interest in each area, my ministry will consult publicly on the proposed pilot on the Environmental Registry.

To that end, I ask that your municipality discuss this matter and pass a resolution indicating your support for the pilot project. You may wish to coordinate your response with neighbouring municipalities. We would ask that you notify us of the resolution by January 15, 2014.

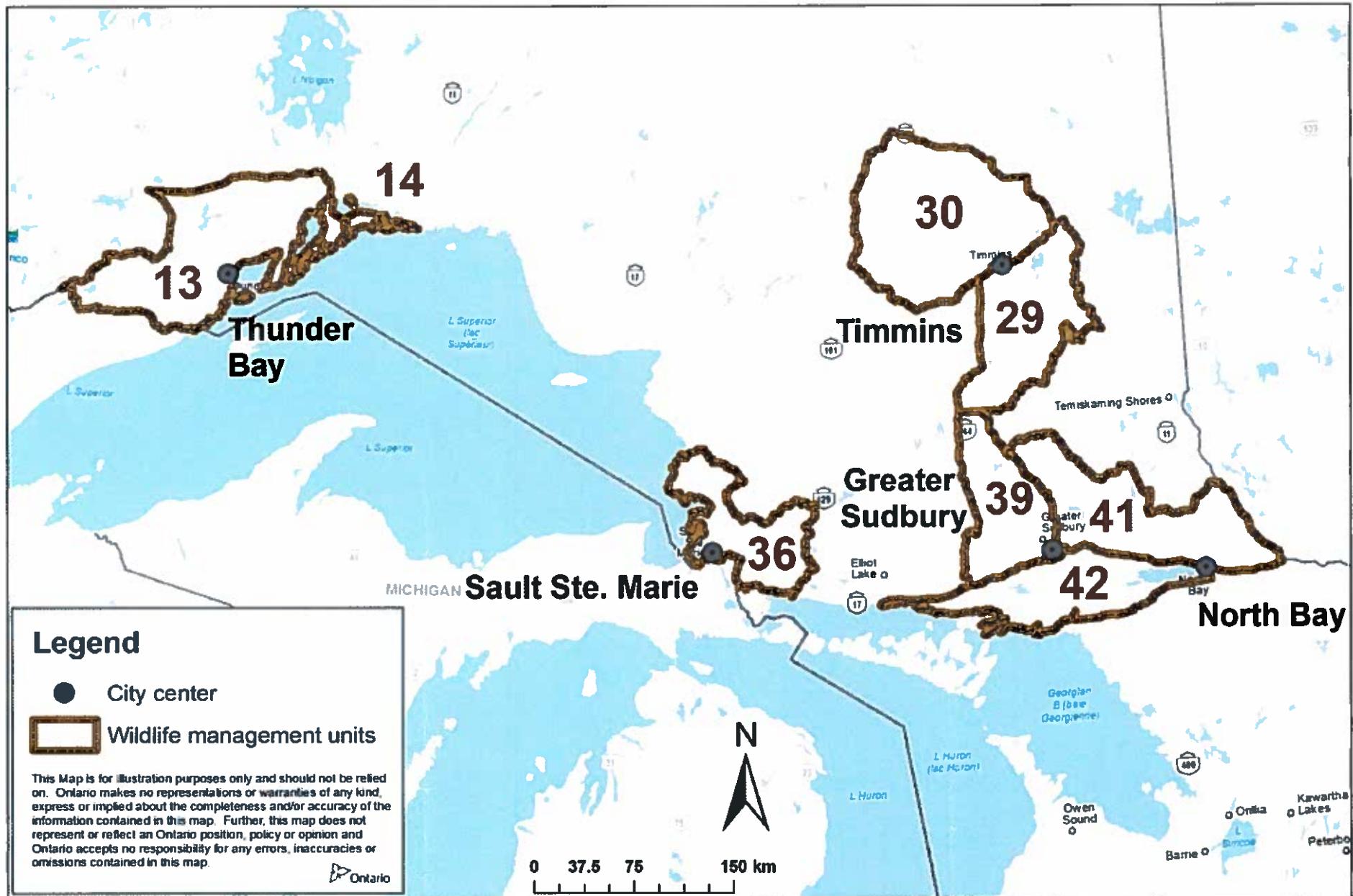
I look forward to working with you on this pilot project and to discussing your municipality's approach to controlling and managing bear attractants. Please contact my office to discuss any questions you might have.

Sincerely,

  
David Orazietti  
Minister of Natural Resources

Enclosure

RECEIVED  
NOV 15 2013  
MAYOR'S OFFICE



5(d)



Ontario

## David Orazietti, M.P.P. Sault Ste. Marie News Release

For Immediate Release  
November 15, 2013

### **FACTS ABOUT ONTARIO'S BEAR MANAGEMENT PILOT PROGRAM**

*Sault Ste. Marie* - After the announcement of the launch of a new bear management pilot project, an article appeared which voiced animal rights activist's concerns over the new MNR pilot program.

In response, here are the facts surrounding the new bear management pilot program.

- Our government is not bringing back an Ontario-wide Spring Bear Hunt
- The "over 270 orphaned cubs" figure referenced is not a Ministry of Natural Resources (MNR) statistic and is not based on any official data
- Since 2004, the province has spent over \$34.5 million through the Bear Wise program, more than any other province, to attempt to reduce human-bear conflicts with limited success
- The trap and relocate method has also proven to be ineffective and MNR subsequently stopped this practice in 2012
- Local law enforcement officials are increasingly having to respond to nuisance bear calls which is not in their mandate and puts undue pressure on local police forces
- The province is introducing a limited early hunting season in regions with high numbers of nuisance bears incidents
- This pilot project is being launched to ensure public safety
- The pilot project will take place in only 8 of the 95 Wildlife Management Units (WMU) in the province, all of which have healthy bear populations
- The provincial government has indicated throughout the summer and fall that options were being reviewed to address nuisance bear concerns

- The pilot project is open only to Ontario residents
- Under the pilot project it is illegal to kill a female bear with cubs
- The pilot project length is two years, at which time the government will evaluate the success of the program in reducing human-bear conflicts
- All jurisdictions in Canada have a province-wide spring bear hunt with the exception of Nova Scotia and Ontario

-30-

Contact David Orazietti at (705) 949-6959.

Constituency Office: 432 Great Northern Road #202, Sault Ste. Marie, ON P6B 4Z9 Tel: 705-949-6959

Fax: 705-946-6269

Queen's Park: Suite 6630, 6<sup>th</sup> Floor, Whitney Block, 99 Wellesley Street West, Toronto ON M7A 1W3

Tel: 416-325-2301 Fax: 416-325-1564

Email: [dorazietti.mpp.co@liberal.ola.org](mailto:dorazietti.mpp.co@liberal.ola.org)

**From:** Conor Mihell [conor.mihell@gmail.com]  
**Sent:** November 17, 2013 7:17 PM  
**To:** Rick Niro; Lou Turco  
**Cc:** Mayor Amaroso  
**Subject:** Re: spring bear hunt

Dear Councillors Niro and Turco,

As a resident of your ward, I would like to voice my displeasure with the recent resolution 'that Council of the City of Sault Ste. Marie confirm to Minister of Natural Resources David Orazietti that the City of Sault Ste. Marie agrees to opt into the pilot program "Managing Human-Bear Conflicts".'

Before we agree to opt into such a program I would appreciate some time for public discourse to:

- (a) Learn more about how the program will be enacted, and
- (b) Provide residents of Sault Ste. Marie time to comment on the proposal.

While I'm certainly not an expert in the area, my education is in ecology and natural resource management (B.Sc.); in my occupation as a magazine journalist, I have also written about black bear behaviour and ecology (i.e., <http://onnaturemagazine.com/why-fear-the-bear.html>).

With this said, I cannot fathom how Mr. Orazietti's bear management plan will address the problem of "nuisance" black bears in and around the city of Sault Ste. Marie. It feels like a knee-jerk reaction. For one thing, how is this hunt going to be executed and regulated? I would suggest that unless hunting (for bears, that means bait stations) is to occur in residential neighbourhoods, how will a spring hunt control the so-called nuisance animals? And if this is your plan (an urban bear hunt??-- somehow I can't imagine it is), it goes without saying that the solution is far more dangerous to the problem.

I am an outdoor enthusiast. I love this city because it gives me wonderful opportunities to recreate in the outdoors--on the Hub Trail, at Kinsmen Park and further afield.

While I am not opposed to recreational hunting, I am far more concerned of being the target of an errant bullet from an overenthusiastic sportsperson than being attacked by an "aggressive" black bear. Frankly, I would take my chances with a black bear over a hunter any time. Furthermore, I hope you have thought about whether or not the establishment of bear baiting stations on the city's perimeter will simply shift the "nuisance" problem to other parts of town.

Finally, before we hastily bring back the spring hunt in interest of public safety, I would encourage you to review Dr. Stephen Herrero's data on black bear attacks: It is exceedingly rare for one to occur in an urban area.

Best regards,

Conor Mihell  
15 Clergue Street

5(8)

*The Corporation of the Township of Prince  
3042 Second Line West,  
PRINCE TOWNSHIP, ON P6A 6K4  
Phone: 705-779-2992 Fax: 705-779-2725*

**COUNCIL RESOLUTION**

Date: NOVEMBER 12th, 2013

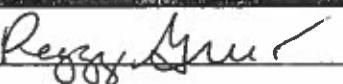
AGENDA ITEM

6/12a)

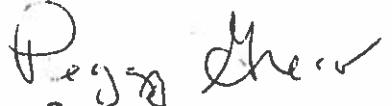
Resolution 2013 - 281 Moved by: A. Zuccato	Seconded by: D. Yanni 
---	---

Whereas the Trans Canada Trail Ontario Board of Directors is working on a national waterway trail across Canada; and  
Whereas they have identified the Gros Cap marina as an entry and exit point for Lake Superior; and  
Whereas they are also hoping to connect to the City of Sault Ste. Marie's Hub Trail cycling route;  
Now therefore, this Council hereby recognizes the marina at Gros Cap as a Trans Canada Trail waterway access point; and  
Further that this Council hereby requests that a cycling connection be created as part of the Hub Trail initiative with the City of Sault Ste. Marie.

PRESIDED BY COUNCILOR		MAYOR'S VOTE	MEMBERS IN FAVOUR	MEMBERS AGAINST	MEMBERS ABSTAINING
X	CARRIED				
	DEFEATED	Ken Lamming			
	DEFERRED	Ron Amadio			
	REFERRED	Ian Chambers			
	PECUNIARY INTEREST DECLARED	David Yanni			
	RECORDED VOTE (SEE RIGHT)	Amy Zuccato			
	WITHDRAWN				

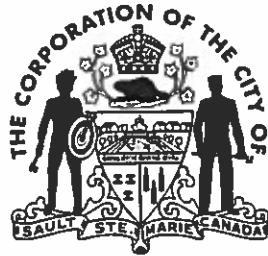
 

The above is a certified to be true copy of resolution number 2013 - 281

  
Peggy Greco  
CAO/Administrator

**Shelley J. Schell, CPA, CA**  
 Manager of  
 Finance and Budgets

**Finance Department**



2013 11 18

Mayor Debbie Amaroso and  
 Members of City Council

## **RE: 2014 ONTARIO MUNICIPAL PARTNERSHIP FUND (OMPF) GRANT**

### **PURPOSE**

This report will provide information on the 2014 Ontario Municipal Partnership Fund grant allocation, the Province's main transfer payment to municipalities.

### **BACKGROUND**

The 2014 OMPF grant allocations were announced on November 14, 2013. In 2014, the Province will provide a total of \$550 million (\$575 million in 2013) in unconditional funding through the OMPF to 388 municipalities across the province.

In 2013 the Province transitioned to a redesigned funding model. The new funding model is made up of four core grants and transitional assistance. The City's allocation is noted:

- Assessment Equalization Grant which provides funding to municipalities with limited property assessment. (\$6,022,200)
- Northern Communities Grant in recognition to all northern municipalities' unique challenges. (\$7,397,600)
- Rural Communities Grant which is specific to rural municipality challenges. (\$0)
- Northern and Rural Fiscal Circumstances Grant is a new grant which is to recognize that not all northern and rural municipalities are not the same. Additional support is provided based upon their northern and rural Municipal Fiscal Circumstances Index (MFCI). (\$1,950,900)
- Transitional Assistance which ensures a guaranteed level of support to municipalities based upon their 2013 allocation and their Municipal Fiscal Circumstances Index (MFCI). Municipalities in the North will receive at least 90% of their 2013 allocation while other regions of the province will receive at least 85% of their 2013 allocation. (\$1,874,000)

– More –

**Report to Council – 2014 ONTARIO MUNICIPAL PARTNERSHIP FUND GRANT**

2013 11 18

Page 2.

**ANALYSIS**

For 2014 the City's OMPF allocation is \$17,244,700. This represents a reduction of \$984,300 or 5.4% from the 2013 grant of \$18,229,000. Our Municipal Fiscal Circumstances Index (MFCI) is 6.3 (6.8 in 2012), thus reflecting a slight improvement. Based upon our MFCI, we are guaranteed funding at 94.6% of our 2013 allocation.

**IMPACT**

The 2014 budget and tax levy will be impacted by the \$984,300 decrease in the OMPF grants. This will be offset by continued provincial uploads for Court Security and OW Benefits. At the time of writing this report, the detailed 2014 Municipal Partnership Fund Workbook for the City was not available so the positive impact of the uploads cannot be quantified at this time.

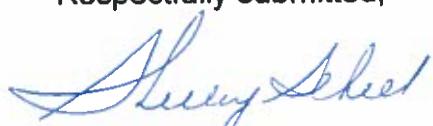
**STRATEGIC PLAN**

Not applicable.

**RECOMMENDATION**

That the report of the Manager of Finance and Budgets concerning the 2014 Ontario Municipal Partnership Fund (OMPF) grant be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Manager of Finance and Budgets

Recommended for approval,



W. Freiburger, CMA  
Commissioner of Finance and Treasurer

attachment



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

**Ontario Municipal Partnership Fund (OMPF)  
2014 Allocation Notice**



**City of Sault Ste Marie**

80101

**2014 Highlights for the City of Sault Ste Marie**

- The City of Sault Ste Marie's combined benefit of the 2014 OMPF and provincial uploads totals \$31,615,600 which is the equivalent of 33% of the City's municipal property tax revenue.
- The City's combined benefit includes:
  - \$17,244,700 through the OMPF
  - \$14,370,900 benefit resulting from the provincial uploads
- This exceeds the City's 2013 combined benefit by \$338,400 and payments received in 2004 by \$10,167,600.

**A Total 2014 OMPF**

\$17,244,700

1. Assessment Equalization Grant	\$6,022,200
2. Northern Communities Grant	\$7,397,600
3. Rural Communities Grant	-
4. Northern and Rural Fiscal Circumstances Grant	\$1,950,900
5. Transitional Assistance	\$1,874,000

**B 2014 Combined Benefit of OMPF and Provincial Uploads (Line A + Line B2)**

\$31,615,600

1. Total OMPF (Equal to Line A)	\$17,244,700
2. Provincial Uploads	\$14,370,900

**C Other Ongoing Provincial Support**

\$4,691,000

1. Public Health	\$2,781,600
2. Land Ambulance	\$720,600
3. Provincial Gas Tax Program	\$1,188,800

**D Key OMPF Data Inputs**

1. Households	34,407
2. Total Weighted Assessment per Household	\$200,801
3. Rural and Small Community Measure	10.0%
4. Northern and Rural Municipal Fiscal Circumstances Index	6.3
5. 2014 Guaranteed Level of Support	94.6%
6. 2013 OMPF (Line A from 2013 Allocation Notice)	\$18,229,000

## Ontario Municipal Partnership Fund (OMPF) 2014 Allocation Notice



City of Sault Ste Marie

80101

### 2014 OMPF Allocation Notice - Line Item Descriptions

**A** The OMPF grants are described in detail in the OMPF Technical Guide – this document can be found on the Ministry of Finance's website at: <http://www.fin.gov.on.ca/en/budget/ompf/2014>

**A5** If applicable, reflects the amount of transitional support provided to assist the municipality in adjusting to the redesigned OMPF program.

**B1** Sum of 2014 OMPF grants. (Equal to Line A)

**B2** Estimated 2014 benefit of the Province's upload of social assistance benefit program as well as court security and prisoner transportation costs.

**C1** The estimated 2014 municipal benefit of the Province's 75 per cent share of public health funding relative to its 50 per cent share in 2004. Actual municipal savings may not correspond with the Allocation Notice due to budget approvals made by the local Boards of Health. Municipalities may provide additional funding beyond their obligated cost share. Any additional municipal funding is not included in the calculation of the public health figure.

**C2** The estimated 2014 municipal benefit of the Province's 50 per cent share of land ambulance funding is relative to its share in 2005. This incremental increase in land ambulance funding delivers on the Province's commitment to strengthen land ambulance services and maintain the 50:50 sharing of land ambulance costs.

**C3** Funding provided to the municipality through the 2012-13 provincial gas tax program.

**D2** Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes retained by the municipality) divided by the total number of households.

**D3** Represents the proportion of a municipality's population that resides in rural areas or small communities. For additional information see the 2014 OMPF Technical Guide.

**D4** The northern and rural Municipal Fiscal Circumstances Index (MFCI) measures a municipality's fiscal circumstances relative to other northern and rural municipalities in the province, and ranges from 0 to 10. A lower MFCI corresponds to relatively positive fiscal circumstances, whereas a higher MFCI corresponds to more challenging fiscal circumstances. For additional information see the 2014 OMPF Technical Guide.

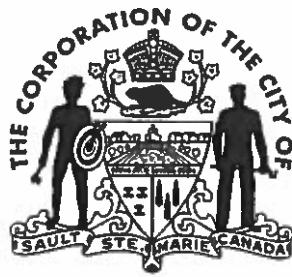
**D5** Represents the guaranteed level of support the municipality will receive from the Province through the 2014 OMPF. For additional information see the 2014 OMPF Technical Guide.

**D6** 2013 OMPF allocation.

*Note: Provincial funding and other ongoing provincial support initiatives rounded to multiples of \$100.*

57(+)

Jerry D. Dolcetti, RPP  
Commissioner



ENGINEERING & PLANNING  
DEPARTMENT

November 14, 2013

File: 8.5

Mr. Chris Raikou  
Terminal Manager  
Shell Canada Limited  
400 – 4<sup>th</sup> Avenue, S.W.  
P.O. Box 100, Station M  
Calgary, Alberta T2P 2H5

**Re: Distribution Terminal Property at 1010 McNabb Street – Sault Ste. Marie, Ontario**

Thank you for your letter dated November 6, 2013 in which you provide an update of your tank inspection and maintenance program for the above property.

Your attention to the City's concerns is appreciated and we look forward to a continued collaborative relationship between Shell, Suncor and the City of Sault Ste. Marie.

Yours truly,

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

Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

C: Nuala Kenny, Solicitor  
Don Maki, Chief Building Official  
Councillor Steve Butland  
Councillor Pat Mick

5(+)



Shell Canada Limited  
400 - 4th Avenue, S.W.  
P.O. Box 100, Station M  
Calgary, Alberta T2P 2H5  
Tel (403) 691-3111  
Internet [www.shell.ca](http://www.shell.ca)

November 6, 2013

**Attn: Jerry Dolcetti**

Dear Jerry,

I would like to update you on Shell Canada's regular tank inspection and maintenance program for the Distribution Terminal property at 1010 McNabb Street, as it's come to my attention the City may have questions about the facility. As you are likely aware, the facility is jointly owned by Shell and Suncor but managed by Shell under a terminaling agreement.

First, let me assure you that Shell conducts scheduled, independent inspections of our tanks to confirm their integrity and ensure they are not in need of repair. We do this through regular tank integrity maintenance program as defined by both Shell and industry standards; Shell's corrosion assurance inspection program (a three-year technical inspection); and our spill prevention inspection program. Shell's facility is subject to laws and regulations administered by the Technical Standards and Safety Authority (TSSA), whose mandate and governing act is to enhance public safety. As such, Shell complies with all of the regulations and laws applicable to these types of facilities.

Second, the Terminal tank internal API inspections, which follow API 653, had already started this year and will continue with one tank inspected – *and painted* – annually over the next seven years (2013 to 2019). The inspection cycle is determined based on specific criteria that must be met, and due to the complexity of the work only one tank is taken out of service per year in order to be painted.

In order for the painting to be conducted safely it must first come out of service for inspection: it must be emptied of all hydrocarbons, cleaned, made safe for inspection and, if required, repairs made. At that point, tank surfaces are prepared by mechanical cleaning and a three-coat paint system is applied. All work is conducted by a specialized trade.

Shell has successfully completed the API inspection on the first tank and a painting contractor has already been selected. Originally, the tank was scheduled to be painted in August; however the contractor was very busy and the work was postponed to October. We are now aiming to have the first tank completed by the second week of November, weather permitting. This process will be repeated in 2014 with a second tank; a third tank in 2015, and so on.

Please note that this painting is done for aesthetic purposes only and is not required for tank integrity or safety purposes. Shell desires to be a good corporate citizen and is undertaking this painting at a considerable cost – with no direct benefit to the integrity of the tanks – because we recognize the finished product will be more visually appealing to residents and guests to Sault Ste. Marie.

Should you wish to discuss our Terminal's tank inspection and maintenance program, please do not hesitate to contact me directly at 905-525-3248.

Yours very truly,

Chris Raikou  
Terminal Manager

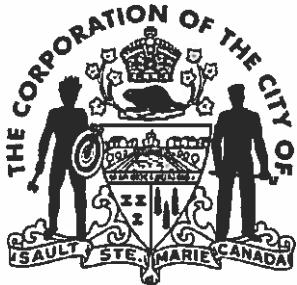
RECEIVED  
NOV 14 2013  
ENGINEERING DEPARTMENT

5(a)

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

FILE NO.: P1.1

2013 11 18

Mayor Debbie Amaro  
and Members of City Council

**RE: 1743503 ONTARIO INC. – 496 SECOND LINE WEST – ONTARIO MUNICIPAL BOARD APPEAL**

#### PURPOSE

The purpose of this report is to inform City Council of the decision rendered by Chair Conti of the Ontario Municipal Board regarding the above noted matter.

#### ATTACHMENT

Attached as Schedule "A" to this report is the decision of the Ontario Municipal Board regarding the appeal of Keith and Marie Benson to By-law 2013-47.

#### BACKGROUND

On March 4, 2013 City Council heard an application made by 1743503 Ontario Inc. (the "Applicant") to rezone 496 Second Line West (the "Subject Property"). The Applicant requested to have the zoning designation changed from R2 (Single Detached Residential) zone to R4.S (Medium Density Residential) zone with a special exception to reduce various setbacks and to permit parking in the required front and exterior side yards. City Council approved the application.

On March 25, 2013, City Council passed By-law 2013-47 which officially amended the City's Zoning By-law. By-law 2013-48 was also passed, however this by-law only designated the lands as an area of site plan control and were not a result of an appeal.

-more-

2013 11 18

Page 2

Keith and Marie Benson (the "Appellants") appealed the decision to the Ontario Municipal Board as neighbours of the Subject Property, and this appeal was heard on September 20, 2013.

I attended the hearing and represented City Council. The Appellants appeared on their own behalf. The Applicant was represented by Mr. Peter Bortolussi and was also in attendance.

## ANALYSIS

Chair Conti of the Ontario Municipal Board reached his decision on November 12, 2013. He ordered that the appeal against City Council's decision on By-law 2013-47 be denied and that the By-law as adopted by the City of Sault Ste. Marie be in effect. In his decision, Chair Conti relied heavily on the excellent planning evidence given by Peter Tonazzo, Planner for the City of Sault Ste. Marie. The full decision is attached as Schedule "A" to this report.

## IMPACT

Not applicable.

## STRATEGIC PLAN

Not applicable.

## RECOMMENDATION

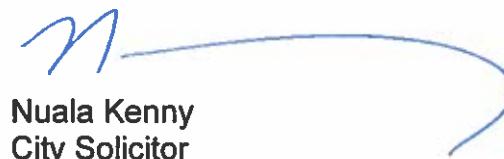
This report is provided for the information of Council.

Respectfully submitted,



Matthew Caputo  
Solicitor/Prosecutor  
MRC/cf

Recommended for approval,



Nuala Kenny  
City Solicitor

Attachment

Legal/Staff/Council Reports/2013/Korah Branch OMB decision nov18.13



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

ISSUE DATE:

November 8, 2013



SCHEDULE "A"  
57(u)  
CITY CORPORATION OF THE  
CITY OF SAULT STE. MARIE

PL130422

NOV 12 2013

Ontario Municipal Board  
Commission des affaires municipales ~~LEGAL DEPARTMENT~~

IN THE MATTER OF subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Appellant: Keith and Marie Benson  
Subject: By-law No. BL 2013-47  
Municipality: City of Sault Ste. Marie  
OMB Case No.: PL130422  
OMB File No.: PL130422

**APPEARANCES:**

Parties

Keith and Marie Benson  
City of Sault Ste. Marie  
1743503 Ontario Inc.

Counsel

Matthew Caputo  
Peter Bortolussi

**RECEIVED  
CITY CLERK**

NOV 12 2013  
NO.: 52947  
DIST: Legal

**DECISION DELIVERED BY C. CONTI AND ORDER OF THE BOARD**

**INTRODUCTION**

[1] This is the decision for an appeal by Keith and Marie Benson ("Appellants") against the approval by the City of Sault Ste. Marie ("City") of an application by 1743503 Ontario Inc. ("Applicant") for a Zoning By-law Amendment to allow renovations and additions to an existing building to facilitate the use of the structure for twelve residential apartment units. The building is a two-storey structure, located at 496 Second Line West, that was formerly the office for the Township of Korah and more recently served as the Korah Branch Library.

[2] The subject property is located in the western part of the City in an area with mixed residential and some commercial uses. The property has a frontage of 64 metres on Second Line West, which is a major east-west route through the City. The east

boundary of the property is formed by Edison Avenue and Nichol Avenue is on the west boundary. The property has a depth of approximately 30.5 metres and an area of approximately 1,952 square metres.

[3] The proposal will convert the existing building into residential units and add wings on the east and west sides. It will remain as a two-storey building, but the existing flat roof will be changed to a peaked roof. Parking is proposed at the front of the building and access will be from Edison and Nichol Avenues.

## ISSUE

[4] The main issue in this appeal is whether the proposed Zoning By-law Amendment complies with the provisions of the Sault Ste. Marie Official Plan and if the intent of the City's Comprehensive Zoning By-law No. 2005-150 will be maintained.

## EVIDENCE

[5] The Board heard evidence on behalf of the City from Peter Tonazzo, planner in the City's Planning Department. Mr. Tonazzo is a registered professional planner who has more than ten years of experience. He was qualified by the Board as an expert in land use planning.

[6] The Board heard evidence from the Appellants, Keith and Marie Benson.

[7] The Applicant provided no evidence in this appeal, but relied upon the City's evidence.

## RELEVANT FACTS

[8] Based upon the submissions of the parties, the Board has determined that the following facts are relevant to this appeal.

[9] The subject property is designated as residential in the Sault Ste. Marie Official Plan. The policies of the Official Plan encourage the provision of a full range of housing types and the provision of medium and high density housing (Exhibit 1, Tab 6). Policy

R.3 allows medium density residential dwellings to be integrated into low density areas subject to a rezoning. The policies also permit small scale intensification and infill (Exhibit 1, Tab 5).

[10] The property is currently zoned R2 in Zoning By-law No. 2005-150, which permits single detached residential dwellings. The proposed Zoning By-law Amendment intends to rezone the property as R4, which permits medium density uses including apartment buildings. An exception to the provisions of the R4 zone is required to reduce the north side yard setback from 7.5 metres to 3 metres, and the south side yard setback from 7.5 metres to 7 metres. The existing building is setback from the north property line by 3 metres.

[11] Second Line West is a major arterial road.

[12] The Appellants reside at a property on Nichol Avenue, abutting the northern boundary of the subject property.

## ISSUES, ANALYSIS AND FINDINGS

[13] The Board has carefully considered the evidence and the submissions of the parties.

[14] The Appellants' position is that the proposal will have significant negative impact on their property and the surrounding area. They maintain that the conversion to residential units from the library use will increase the potential for overlook and loss of privacy. They also maintain that the proposal will create traffic issues in the area, cause noise impacts, and create snow removal issues for the street. They also expressed concern about the adequacy of the proposed on-site parking and potential impact on property values in the area.

[15] The City and Applicant maintain that the proposal is appropriate, it will not cause any significant negative impact, and that it complies with the intent of all relevant planning policies. The City's evidence is that the property is under site plan control through which some of the Appellants' concerns can be ameliorated.

[16] In considering the evidence in this appeal, the Board notes that the expert planning opinion provided in support of the proposal is uncontradicted.

[17] Mr. Tonazzo indicated that the proposal represents an appropriate infill development that is permitted in the Official Plan and he addressed the concerns that had been raised by the Appellants. Mr. Tonazzo indicated that the effect on property value is not normally a concern considered under the provision of the *Planning Act*. Mr. Tonazzo stated that there is substantial noise resulting from heavy traffic volumes on Second Line West and the proposal should not add significantly to existing noise levels. His opinion is that the proposal should not cause any more noise than a regular residential use and that the impact of any increase will be minimal.

[18] Mr. Tonazzo stated that section 5.7 of the City Zoning By-law requires that the proposal provide 1.25 parking spaces per unit (Exhibit 1, Tab 2). He indicated that the proposal will exceed this requirement by providing 18 spaces.

[19] Mr. Tonazzo stated that the application is proposing an exception to the By-law to permit parking in the front and side yards of the property. He indicated that the intent of the By-law in prohibiting parking in the front and side yards is to prevent sight line issues. However, he indicated that site lines are not an issue for the subject property and he noted that the City's traffic department had no concerns for the proposal. Parking areas are currently located in the front and side yards of the property. He also stated that the proposed parking area provides adequate space to facilitate snow removal.

[20] Mr. Tonazzo's opinion is that any increase in traffic resulting from the proposal will be minimal and will be consistent with residential use of the subject property.

[21] With regard to concerns for privacy and overlook, Mr. Tonazzo indicated that the potential for overlook is an existing condition with the current building. He noted that the existing building is 3 metres from the north property line rather than the 7.5 metres required in the By-law. He referred to photographic evidence to illustrate the proximity of the existing building to the Appellants' property (Exhibit 2, p. 6 to 8). The evidence illustrates a number of large second floor windows overlooking the Appellants' lands. The site plan for the proposal shows twelve second floor windows on the north side, two of which are in stairwells. Mr. Tonazzo stated that bathroom windows will be glazed. A

fence, landscaped area, and hedge wall will be constructed along the north property line to prevent overlook from the main floor and restrict pedestrian access. Mr. Tonazzo indicated that the proposal is subject to site plan approval. His expert opinion is that the proposal is appropriate and that the issues raised by the Appellants can be dealt with through the site plan approval process.

[22] Mr. Tonazzo stated that the proposal is supported by a number of Official Plan policies. He also stated the proposal will result in some exceptions to the By-law's standards, but that it is appropriate and meets the By-law's intent. He noted that the north side yard setback is an existing condition and that the east and west wings will be setback 4 metres, rather than 3 metres.

[23] Mr. Tonazzo's opinion is that the proposal will result in an improvement of the existing condition of the property and that any issues will be dealt with through the site plan process.

[24] The Appellants provided little planning evidence that could be used to refute the position of Mr. Tonazzo. The Appellants contended that the City ignored two noise By-laws in approving the proposal. However, these By-laws were not provided in the evidence, so the Board cannot evaluate their provisions in relation to the proposal. However, the evidence of Mr. Tonazzo is that noise levels resulting from the proposal should not have a significant impact and they are appropriate given the location of the proposal and site characteristics.

[25] The evidence demonstrates that residential use of the property is permitted in the Official Plan. The proposal represents an intensification of the use, which is permitted under Official Plan policy R3. There is some potential impact that would occur with any residential proposal. Furthermore, the evidence demonstrates that many issues raised by the Appellant are a result of the location of the existing structure. Potential impacts of overlook could be an issue with any use of the existing building.

[26] The Appellants contended that the office and library uses of the property would have less potential for privacy concerns because the uses were restricted mainly to daytime hours. The Board recognizes that there may be some additional potential for these types of impacts, but the Board finds that the measures that are proposed to be incorporated into the site plan are appropriate and should mitigate impacts.

[27] The Board agrees with the submissions of Mr. Tonazzo that the proposal is supported by Official Plan policies, in particular Housing policies HO.1 and HO.2 and Residential policies R.2, R.3, R.4 and R.5 (Exhibit 1, Tabs 5 and 6). The Board also agrees that the proposal maintains the intent of the By-law and the exceptions to the By-law are appropriate.

[28] Based upon the above, the Board agrees with and accepts the uncontradicted expert planning opinion provided in support of the proposal. The Board finds that the proposed Zoning By-law Amendment complies with all relevant planning provisions that it is appropriate and it represents good planning.

[29] The Board is dismissing the appeal through the below order. With the dismissal of the appeal, Zoning By-law Amendment No. 2013-47 as adopted by the City of Sault Ste. Marie is in effect.

## ORDER

[30] The Board orders that the appeal against Zoning By-law Amendment No. 2013-47 of the City of Sault Ste. Marie is dismissed.

"C. Conti"

C. CONTI  
MEMBER

5(v)



FEDERATION  
OF CANADIAN  
MUNICIPALITIES  
FÉDÉRATION  
CANADIENNE DES  
MUNICIPALITÉS

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NOV 12 2013

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DIST: Mayor

October 30, 2013

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**Her Worship Mayor Debbie Amaroso and Members of Council  
City of Sault Ste. Marie  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1**

**Project Title:** Sault Ste. Marie Water Treatment Plant Energy  
Efficiency Project  
**Application Number:** GMF 11039

Dear Mayor Amaroso and Members of Council:

We would like to inform you that a payment was made from FCM to PUC Services Inc. in the amount of \$597,972. This amount constitutes payment for the first contribution in regard to the Green Municipal Fund Project Loan Agreement for the project mentioned above.

The FCM is grateful to the City of Sault Ste. Marie for its initiative and its partnership with the Green Municipal Fund.

Yours sincerely,

Brock Carlton  
Chief Executive Officer

BC:vl



6(6)(d)



November 12, 2013  
71 Melrose Avenue  
Sault St. Marie, ON  
P6B 2R7

Mr. Peter Tonazzo  
The Planning Division  
Corporation of the City of Sault St Marie  
Civic Centre  
99 Foster Drive  
Sault St Marie, Ontario  
P6A 5X6

Re: Passing Construction Approval  
46 Melrose Avenue, Sault St. Marie  
A-26-13-Z

Dear Sir,

We are in favour of the proposed construction of senior housing at 46 Melrose. For years now the lot has been left vacant and unkempt. There is a shortage of affordable, centrally located senior housing in the city. Construction of a new residence for seniors would help alleviate this shortage, provide much needed housing close to shopping amenities and health care services and ensure social support to the elderly.

It is our hope the application will be passed by city hall. We, the undersigned support the construction of the 2-fourplex apartments at the above noted location.

\* Sorry this is incomplete at this time  
Mary Alice O'Neill R.P.P.

Mary-Alice O'Neill

c.c. Mr. R. Niro

Mr. A. Ruscio

Mr. J. Fratesi

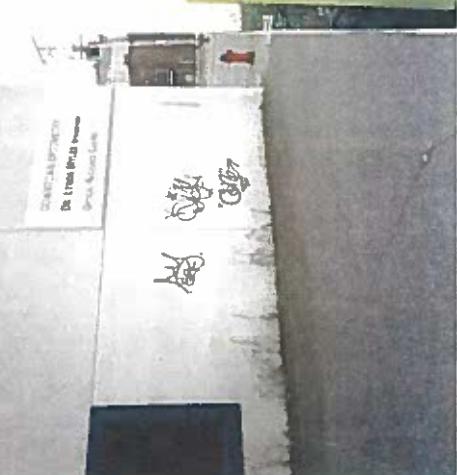
2013 11 15

TO: Mayor Debbie Amaroso  
Members of Council

The resolution and potential strategies to deal with the issue of graffiti in our city is most welcome. The amount of graffiti has reached “epidemic” proportions. The defacing of public and private property is visible across the city. The offenders spray utility boxes, concrete parking standards, laneways, recycling bins, bus shelters, fences, and businesses. Attached are a few examples of typical random spraying to illustrate the problem. There are literally hundreds across the city. We should make an attempt to address the problem.

Steve Butland  
Councillor Ward One





7(a)

**From:** Benita Brogno  
**Sent:** Wednesday, August 28, 2013 9:21 AM  
**To:** 'CAPUTO, Pino'  
**Cc:** Jerry Dolcetti  
**Subject:** RE: graffiti on utility transformers, mail boxes and buildings

Hi Pino:

Further to the previous email, Jerry is providing several more locations of vandalized mailboxes, for your information:

Margaret & Shannon;  
Wellington & Lynn;  
Simpson – mid block, west side;  
Simpson & Wellington, west side;  
Wellington & Bruce;  
Wellington & Upton;  
Wellington & Farquhar;  
Wellington & Pim – southeast;

Regards,  
*Benita*

Benita Brogno  
Administrative Assistant  
Engineering & Planning Department  
Ph: (705) 759-5424  
Fax: (705) 541-7165  
[www.cityssm.on.ca](http://www.cityssm.on.ca)

**From:** Benita Brogno On Behalf Of Jerry Dolcetti  
**Sent:** Tuesday, August 27, 2013 10:02 AM  
**To:** 'CAPUTO, Pino'  
**Subject:** RE: graffiti on utility transformers, mail boxes and buildings

Hi Pino:

Having the mail carriers report back on which boxes are vandalized is a great idea and can certainly make the job easier regarding keeping the boxes looking clean.

A few locations come to mind in the downtown area....both the Station and Elgin Towers, Dennis & Queen (northeast corner at the confectionary). There also a couple on Shannon, but I can't remember the exact location at the moment.

I was recently in both Ottawa and Edmonton, and was really impressed with how they address this issue. They install an artistic covering on the boxes that look really great and also seem to deter the vandals. i expect they're pretty costly.....

Thanks for listening!

7(a)

**Jerry Dolcetti, RPP**  
Commissioner  
Engineering & Planning Department  
Ph: (705) 759-5384  
Fax: (705) 541-7165  
[www.cityssm.on.ca](http://www.cityssm.on.ca)

**From:** CAPUTO, Pino [mailto:[pino.caputo@canadapost.postescanada.ca](mailto:pino.caputo@canadapost.postescanada.ca)]  
**Sent:** Friday, August 23, 2013 2:36 PM  
**To:** Jerry Dolcetti  
**Cc:** DESJARDINS, Paul  
**Subject:** FW: graffiti on utility transformers, mail boxes and buildings

Hi Jerry,

Nice to hear from you and sorry for the late response. I have been travelling quite a bit lately and I find myself playing catch up when it comes to emails fairly regularly.

You can see the response from my Superintendent below in what we are trying to do with our street furniture. We are doing what we can but if you have specific areas you can highlight to us we will get to those sooner rather than later. Paul and his team are willing and prepared to work with your team to get things cleaned up as soon as we can.

Pino

---

**From:** DESJARDINS, Paul  
**Sent:** August 20, 2013 8:25 AM  
**To:** CAPUTO, Pino  
**Subject:** RE: graffiti on utility transformers, mail boxes and buildings

Hi Pino

We action any Graffiti that comes to our attention and have it removed, I didn't think it was a huge problem but with our refreshed on street verification and if we ask for the carriers help in identifying any boxes with graffiti on them we can make a huge difference in the amount of graffiti on our equipment. I will implement this with our supervisors and I will also get them to identify any equipment that needs repair or replacement. Dale and I have been to almost all of the SLBs this summer and had severely damaged and rusted SLBs removed and replace with new ones (4 sets)

*Paul Desjardins*  
Paul Desjardins  
Superintendent  
Sault Ste. Marie Post Office  
451 Queen St East  
ON P6A 1Z0  
705 949-0133 ext 2003  
[paul.desjardins@canadapost.ca](mailto:paul.desjardins@canadapost.ca)

---

7(a)

**From:** CAPUTO, Pino  
**Sent:** August 19, 2013 10:44 PM  
**To:** DESJARDINS, Paul  
**Subject:** FW: graffiti on utility transformers, mail boxes and buildings

Hi Paul,

I believe we had talked about this in the past. How big of an issue is this? As you can see our City has a concern with it. If it is an issue what can we do about it?

Pino

---

**From:** Jerry Dolcetti [mailto:[j.dolcetti@cityssm.on.ca](mailto:j.dolcetti@cityssm.on.ca)]  
**Sent:** August 19, 2013 10:13 AM  
**To:** Dominic Parrella ([dominic.parrella@ssmpuc.com](mailto:dominic.parrella@ssmpuc.com)); CAPUTO, Pino  
**Cc:** Don McConnell; Don Maki  
**Subject:** graffiti on utility transformers, mail boxes and buildings

Gentlemen

I know I have raised this before but it became really disturbing in touring out of town visitors this past weekend . Is there a program that we can introduce that will be effective in addressing this issue. We have such a beautiful city and it is being overshadowed by the proliferation of this kind of activity. I know that we are not alone however but if we do not address it will get worse.

Thanks,  
*Jerry Dolcetti, RPP*  
Commissioner  
Engineering and Planning Department  
Ph: (705) 759-5384  
Fax: (705) 541-7165

7(a)

**From:** Jim Barry [Jim.Barry@waterloo.ca]  
**Sent:** November 14, 2013 3:26 PM  
**To:** Susan Myers  
**Subject:** Waterloo Region Anti-Graffiti Alliance

Good Afternoon Councillor Myers,

Thank for contacting us with respect to our anti-graffiti program. The program has been successful and I believe the community approach used to develop the program was one of the key elements of its success.

Regards,

Jim Barry



**Jim Barry, MLEO(c), CMM III**  
Director, Municipal Enforcement Services  
Community Services, City of Waterloo  
100 Regina St. S.  
PO Box 337, Station Waterloo  
Waterloo, Ont., N2J 4A8  
P: 519-747-8783  
C: 226-220-5598  
F: 519-747-8654  
TTY: 1-866-786-3941  
E: [jim.barry@waterloo.ca](mailto:jim.barry@waterloo.ca)  
[www.waterloo.ca](http://www.waterloo.ca)



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7(a)

**From:** Shayne.Turner@kitchener.ca [Shayne.Turner@kitchener.ca]  
**Sent:** November 14, 2013 5:06 PM  
**To:** Susan Myers  
**Subject:** Graffiti Strategy

Hello Susan, it was a pleasure speaking to you this afternoon. Firstly, I would say that our anti-graffiti strategy is a work in progress and we acknowledge that we still need to do more work in terms of identifying metrics that we can use to objectively measure success. Having said this, I do believe our actions to date have been successful.

Two areas where I do see success relates to awareness building and costs. Our office has realized an increase in reports of graffiti, and we are not necessarily looking at this as an indication of an increase in occurrences. What we believe is that the public is more aware of the issues related to graffiti and are now more inclined to call, whereas they may have been ambivalent in the past. Quicker reporting allows us to address the issue quicker (ie. quicker action = quicker removal = less chance of re-occurrence).

I can also advise that the Kitchener Downtown BIA, 1 of our partners, takes responsibility for proactive graffiti removal on all properties within their membership area. For 2013, they advise that their expenditures for graffiti removal in 2013 are down from previous years.

As we move forward, our committee wants to focus on 2 things: 1) awareness building in schools, and 2) a consistent reporting structure with the police, whereby we share information with the police so that they can gather intelligence on trends with taggers, hate or gang graffiti. Right now, all our municipalities report to the police in slightly different ways and we need to sort that out.

I hope this information helps, and I wish you luck with your initiative.

Regards,  
Shayne Turner

Director of Enforcement | Community Services Division | City of Kitchener  
519-741-2200, Ext. 7753 | TTY 1-866-969-9994 | [shayne.turner@kitchener.ca](mailto:shayne.turner@kitchener.ca)  
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