

# **AGENDA**

## **REGULAR MEETING OF CITY COUNCIL**

**2013 04 22**

**4:30 P.M.**

## **COUNCIL CHAMBERS**

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2013 04 08, Budget Meeting of 2013 03 25 and Special Meeting of 2013 04 15 be approved.

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

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the Agenda for 2013 04 22 City Council meeting as presented be approved.

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

- a) Joe Krmpotich, 1<sup>st</sup> Vice President, Sault Ste. Marie and District Labour Council will be in attendance concerning proclamation – Day of Mourning.
- b) Christine Campana, Networking Facilitator for the Arts Council will be in attendance concerning proclamation – National Youth Arts Week.
- c) Kathy Yukich, Chair – Historic Sites Board will be in attendance concerning agenda item 6.(8)(a).

## **PART ONE – CONSENT AGENDA**

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that all the items listed under date 2013 04 22 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) Correspondence from the City of Brantford (concerning heads and beds legislation), the Township of Wainfleet (concerning wind turbines) and the Township of Prince (concerning Ontario Rangers program) is attached for the information of Council.
- c) Correspondence from the Sault Community Career Centre concerning a request for a reduced rental rate for the Essar Centre is attached for the consideration of Council.

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that correspondence from the Sault Community Career Centre concerning a request for a reduced rental rate for the Essar Centre be referred to appropriate staff for review and report back to Council.

#### **d) Staff Travel**

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the report of the Chief Administrative Officer dated 2013 04 22 concerning Staff Travel requests be approved as requested.

#### **e) Tender for Seasonal Security**

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the report of the Manager of Purchasing dated 2013 04 22 be endorsed and that the tender for Seasonal Security Services required by various City Departments be awarded as recommended.

#### **f) Property Tax Appeals**

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

Mover: Councillor L. Turco  
Seconder: Councillor B. Watkins

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2013 04 22 be approved and that the tax records be amended accordingly.

**g) Request for Financial Assistance for National/International Sports Competitions – Youth Bowling Nationals**

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

Mover: Councillor L. Turco  
Seconder: Councillor P. Mick

Resolved that the report of the Manager of Recreation and Culture dated 2013 04 22 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$400 grant to the Northcrest Lanes Youth League Bowling Team to attend the Youth Bowling Council National Youth Championships be approved.

**h) Contract 2013-E – Reconstruction of Queen Street East (Simpson Street to Pine Street)**

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

The relevant By-laws 2013-071 and 2013-72 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

**i) Sewer Repair Contract – Woodward Avenue and Rossmore Road**

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

Mover: Councillor L. Turco  
Seconder: Councillor B. Watkins

Resolved that the report of the Design and Construction Engineer dated 2013 04 22 concerning Sewer Repair Contract be accepted and the recommendation to proceed to tender the projects at an estimated total cost of \$400,000 with funding from the Emergency Repairs Projects allocation – 2013 Sewer Surcharge Budget be approved.

**j) Resurfacing of City Streets – 2013 Miscellaneous Paving Program**

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

Mover: Councillor L. Turco  
Seconder: Councillor P. Mick

Resolved that the report of the Director of Engineering Services dated 2013 04 22 concerning Resurfacing of City Streets – 2013 Miscellaneous Paving Program

be accepted and the recommendation to proceed with the 2013 program at a cost of \$2.48 million with funding from the miscellaneous construction allowance, the 2013 capital resurfacing allowance and under-runs from previous capital programs be approved.

**k) Elementa Lease Extension – City Landfill**

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

Mover: Councillor R. Niro

Seconder: Councillor B. Watkins

Whereas Elementa Group Inc. agrees that there will be no requests for future expansion of the pilot plant or development of a smaller scale commercial facility at the landfill; and

Whereas Elementa Group Inc. agrees to remove the equipment in accordance with the terms of the original lease by October 21, 2013; and

Whereas Elementa Group Inc. agrees to ensure that the building and its contents remain insured and that the building is regularly inspected; and

Whereas Elementa Group Inc. agrees to ensure that either the building remains heated or that the building services are properly winterized as may be required; and

Whereas Elementa Group Inc. remains responsible for all utility bills up to the lease expiry date or until such time as the building is officially transferred back to the City subsequent to the removal of the existing equipment;

Now Therefore Be It Resolved that the report of the Land Development and Environmental Engineer dated 2013 04 22 concerning Elementa Lease Extension – City Landfill be accepted and the request for a lease extension based on the conditions stated in the report be approved.

**l) Animal Control By-law**

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the report of the Assistant City Solicitor dated 2013 04 22 concerning Animal Control By-law be accepted and the recommendation not to amend the present by-law but to refer the issue of noise from domesticated animals to the Noise By-law Review Committee be approved.

**m) Regulation of Common Bawdy Houses**

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

The relevant By-law 2013-068 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

**n) Ontario Distribution Sector Review Panel**

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

Mover: Councillor L. Turco  
Seconder: Councillor B. Watkins

Resolved that the report of the City Solicitor dated 2013 04 22 concerning Ontario Distribution Sector Review Panel be received as information.

**o) Street Closing Application – Sharon Hill Subdivision II, Plan M391**

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

The relevant By-laws 2013-060 and 2013-61 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

**p) Collections Agreement with IQOR Canada for Third Party Collection Services on Outstanding Defaulted Provincial Offences Fines**

A report of the Manager of Provincial Offences is attached for the consideration of Council.

The relevant By-law 2013-069 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

**q) Community Safety Zones – McNabb Street – Pine Street to Lake Street Safety Concerns**

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

Mover: Councillor L. Turco  
Seconder: Councillor P. Mick

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 04 22 concerning Community Safety Zones – McNabb Street – Pine Street to Lake Street Safety Concerns be received as information.

**r) Byrne/Morrison and North Street Intersection**

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

The relevant By-laws 2013-049 and 2013-70 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

**s) Permission to Purchase One (1) 40-Foot Low Floor Nova Bus**

A report of the Manager of Transit and Parking is attached for the consideration of Council.

Mover: Councillor L. Turco  
Seconder: Councillor B. Watkins

Resolved that the report of the Manager of Transit and Parking dated 2013 04 22 concerning Purchase of One (1) 40-Foot Low Floor Nova Bus be accepted and the recommendation to purchase the bus at a cost of \$424,695 with funding from an MTO capital grant (\$309,032) and the transit equipment reserve (\$115,663) be approved.

t) **Lions Club – Pointe Des Chenes Campground**

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

Mover: Councillor L. Turco  
Seconder: Councillor P. Mick

Resolved that the report of the Commissioner of Public Works and Transportation dated 2013 04 22 concerning Lions Club – Point Des Chenes Campground be accepted and the recommendation to renew the existing agreement with the club for operation of the campground for a period of one year be approved.

u) **Clearing Snow from Hydrants**

A memorandum from the President and CEO of PUC Services Inc. is attached for the consideration of Council.

Mover: Councillor L. Turco  
Seconder: Councillor B. Watkins

Resolved that the memorandum from the President and CEO of PUC Services Inc. dated April 10, 2013 concerning Clearing Snow from Hydrants be received as information.

v) **Business Plan – Results Year Three (2012)**

A report of the Chief of Police is attached for the consideration of Council.

Sault Ste. Marie Police Service – Business Plan 2010-2012 is attached under separate cover.

Mover: Councillor L. Turco  
Seconder: Councillor P. Mick

Resolved that the report of the Chief of Police dated 2013 04 05 concerning Business Plan – Results Year Three (2012) 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 No. A-6-13-Z – filed by Tyler Pollard – 66 Nicholas Avenue**

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the report of the Planning Division dated 2013 04 22 concerning Application No. A-6-13-Z – filed by Tyler Pollard be received and that City Council approve this application and rezone the subject property from "R2" (Single Detached Residential) zone to "R2.S" (Single Detached Residential zone with a Special Exception) to permit a duplex dwelling, in addition to the uses permitted in a "R2" zone, subject to the following provisions:

1. The required parking for the duplex dwelling may be located within a required front yard; and
2. That the required parking spaces may be stacked.

**b) Application No. A-7-13-Z – filed by Mattioli Craft Limited**

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the report of the Planning Division dated 2013 04 22 concerning Application No. A-7-13-Z – Mattioli Craft Limited – 1655 Trunk Road be received and that City Council approves this application and rezones the western portion of the 'Subject Area' as shown on the maps attached, from Medium Industrial zone with Special Exception 259 (M2.S259) to Medium Industrial zone with Special Exception 259 (M2.S259) with the following amendments:"

1. That in addition to the uses permitted in an "M2" zone a 'Reload Centre for Logs and Pulpwood' be permitted; and
2. That buildings and structures are prohibited from occupying the north 33m of the subject property until such time as an Archaeological Assessment is completed and approved by the Ministry of Culture.

**(7) PUBLIC WORKS AND TRANSPORTATION**

**(8) BOARDS AND COMMITTEES**

**a) Heritage Discovery Centre - Ermatinger-Clergue National Historic Site**

A report of the Chair – Historic Sites Board is attached for the consideration of Council. Also attached are reports of the Commissioner of Community Services, the Commissioner of Finance/Treasurer, the Manager of Audits and Capital Planning and the City Solicitor for the information of Council.

Mover: Councillor S. Myers

Seconder: Councillor L. Turco

Whereas the Heritage Discovery Centre is identified in the City's Strategic Plan; and

Whereas federal funding of \$1.9 million and provincial funding of \$1 million has been secured; and

Whereas after utilization of \$200,000 from the Historic Sites reserve, a shortfall of about \$900,000 would exist to complete the project; and

Whereas other funding applications have been unsuccessful; and

Whereas the Commissioner of Finance has, in a report dated 2013 04 22, articulated a funding plan.

Now Therefore Be It Resolved that:

1. the funding plan outlined in the said report be approved;
2. the necessary by-laws to authorize two federal funding agreements be approved;
3. appropriate staff proceed to issue the tender for this project as soon as possible; and
4. a Project Steering Committee with appropriate staff and representation from City Council and the Historic Sites Board be established to oversee the project.

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

**a) Mover: Councillor T. Sheehan**

Seconder: Councillor R. Niro

Whereas the City of Sault Ste. Marie signed accountability agreements with both the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre years ago;

Now Therefore Be It Resolved that City Council requests that staff report back to Council on how these agreements can be reviewed with the aim of creating greater efficiencies that ultimately result in taxpayers' savings and more business creating well-paying jobs.

**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 L. Turco

Seconded by: Councillor B. Watkins

Resolved that all by-laws listed under Item 10 of the AGENDA under date April 22, 2013 be approved.

**AGREEMENTS**

**a) 2013-69**

A by-law to authorize an agreement between the City and IQOR Canada Ltd. to provide Professional Collection Services (collection of Provincial Offences Act fines) and to authorize the renewal of the Agreement subject to the same terms, conditions and provisions for a further period of one year commencing May 1<sup>st</sup>, 2013 and ending on April 30<sup>th</sup>, 2014.

A report from the Manager, Provincial Offences is on the agenda.

**b) 2013-71**

A by-law to authorize a contract between the City and 1531161 Ontario Inc. (o/a Boyer Construction) for the reconstruction of Queen Street East from Simpson Street to Pine Street. (Contract 2013-1E)

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

**c) 2013-73**

A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage for funding under the Cultural Spaces Fund for the Heritage Discovery Centre.

A report from the City Solicitor is on the agenda.

**d) 2013-74**

A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage for funding under the Federal Secretariat, Bicentennial of the War of 1812 program for the Heritage Discovery Centre.

A report from the City Solicitor is on the agenda.

## PARKING

e) **2013-67**

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

## REGULATIONS

f) **2013-68**

A by-law to establish interim control provisions for the City of Sault Ste. Marie to prohibit the establishment of common bawdy houses for an interim period of one (1) year in order to allow for the completion of a planning study on the potential regulation of these uses.

A report from the City Solicitor is on the agenda.

## STREET ASSUMPTION

g) **2013-60**

A by-law to assume for public use and establish as a public street, a street in the Sharon Hill II Subdivision, Plan M391.

A report from the City Solicitor is on the agenda.

## TAXES

h) **2013-62**

A by-law to provide for 2013 final tax billing.

i) **2013-63**

A by-law to provide for the adoption of taxation transition ratios.

j) **2013-64**

A by-law to provide for the adoption of property tax rates for 2013.

k) **2013-66**

A by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial and multi-residential Property Classes.

## TEMPORARY STREET CLOSING

l) **2013-70**

A by-law to authorize the temporary closing of the most easterly end of Byrne Avenue this Spring. This temporary by-law will be in place until such time as the road closure is constructed and can be surveyed.

A report from the Deputy Commissioner, Public Works and Transportation is on the agenda.

m) **2013-72**

A by-law to permit the temporary closing of Queen Street East from Simpson Street to Pine Street from April 23, 2013 to November 30, 2013 to facilitate the reconstruction of Queen Street East.

**TRAFFIC**

n) **2013-49**

A by-law to amend Schedule "F" and Schedule "I" of Traffic By-law 77-200 regarding Byrne/Morrison and North Street intersection.

A report from the Deputy Commissioner, Public Works and Transportation is on the agenda.

o) **2013-75**

A by-law to amend Schedule "E" of Traffic By-law 77-200 regarding Byrne Avenue.

A report from the Deputy Commissioner, Public Works and Transportation is on the agenda.

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

**STREET CLOSING**

p) **2013-61**

A by-law to stop up, close and authorize the conveyance of a street in the Sharon Hill II Subdivision, Plan M391.

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

**LANE CLOSING**

q) **2012-192**

A by-law to stop up, close and authorize the conveyance of a lane in the Sault Ste. Marie Park Subdivision Plan 7602.

**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 L. Turco

Seconder: Councillor

Resolved that this Council now adjourn.

# MINUTES

## REGULAR MEETING OF CITY COUNCIL

2013 04 08

4:30 P.M.

## COUNCIL CHAMBERS

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

**Officials:** J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, D. McConnell, V. McLeod, M. Nadeau, J. Luszka, S. Hamilton Beach, M. Provenzano, D. Petersson, M. Blanchard, D. Scott, J. Cain, T. Dodds, L. Whalen, F. Coccimiglio

### 1. ADOPTION OF MINUTES

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2013 03 25 be approved. CARRIED

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

### 3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the Agenda and Addendum #1 for 2013 04 08 City Council meeting as presented be approved. CARRIED

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

- a) Janice Pettalia was in attendance concerning proclamation – Parkinson's Disease Awareness Month.
- b) Jean Trudelle, Chair, Volunteer Appreciation Gala Planning Committee and Danielle Greve, Chair, United Way Youth Empowerment Council were in attendance concerning proclamation – National Volunteer Week.

### **PART ONE – CONSENT AGENDA**

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that all the items listed under date 2013 04 08 – Part One – Consent Agenda and Addendum #1 be approved as recommended. CARRIED

- a) Correspondence from AMO was received by Council.
- b) A letter from the Municipal Property Assessment Corporation (MPAC) concerning 2014 Enumeration Activities was received by Council
- c) A letter from the Northwestern Ontario Municipal Association concerning the REAL Treehugger campaign was received by Council.
- d) A letter from the Ontario Sheep Marketing Agency concerning Livestock Guardian Dogs and Herding Dogs was received by Council.
- e) A letter from Mayor Amaroso to the Ministry of Energy concerning local distribution companies (LDCs) was received by Council.
- f) A letter from Councillor Butland to the Executive Director, Ontario Tire Stewardship concerning scrap tire supply for a local business was received by Council.
- g) A letter from Councillor Butland to the General Manager of the Toronto Blue Jays concerning their Winter Tour 2014 was received by Council.
- h) **Staff Travel**

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

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the report of the Chief Administrative Officer dated 2013 04 08 concerning Staff Travel requests be approved as requested. CARRIED

i) **RFP for Removal and Disposal of Collected Household Special Waste**

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Manager of Purchasing dated 2013 04 08 be endorsed and that the proposal for the Removal and Disposal of Collected Household Special Waste, as required by the Public Works and Transportation Department, be accepted as recommended. CARRIED

j) **Local Immigration Partnership Contribution Agreement Extension- 2013-4 Fiscal Year**

The report of the Local Immigration Partnership Coordinator was received by Council.

The relevant By-law 2013-059 is listed under Item 10 of the Minutes.

k) **Bus Extension to Garden River First Nation**

The report of the Manager of Transit and Parking was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Manager of Transit and Parking dated 2013 04 08 concerning Bus Extension to Garden River First Nation be accepted and the recommendation not to extend bus service at this time unless Garden River First Nation is willing to cover the additional costs be approved. CARRIED

l) **Household Special Waste ('HSW') Depot – Provision of Services to Sault North Planning Area**

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2013 04 08 concerning Household Special Waste Depot be accepted and the recommendation to discontinue providing the service to residents of Sault North and to forgive outstanding invoices to Sault North be approved. CARRIED

m) **Council Travel**

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that Councillor Lou Turco be authorized to travel to the AMO Large Urban Caucus Symposium being held in Mississauga (3 days in April) at an estimated cost to the City of \$800. CARRIED

## **PART TWO – REGULAR AGENDA**

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

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

- a) **Application No. A-8-06-Z.OP & 57T-06-501 – filed by Jane Eva Hedlund, Catherine Shunock, 206211 Ontario Limited and Frank Shunock**

The report of the Planning Division was received by Council.

Moved by: Councillor R. Niro  
Seconded by: Councillor B. Watkins

Resolved that the report of the Planning Division dated 2013 04 08 concerning Application No. A-8-06-Z.OP & 57T-06-501 – filed by Jane Eva Hedlund, Catherine Shunock, 206211 Ontario Limited and Frank Shunock be received and that City Council approve an amendment to the existing Plan of Subdivision Conditions of Approval to permit wells with a minimum depth of 15m (50 feet). CARRIED

### **(7) PUBLIC WORKS AND TRANSPORTATION**

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

- a) Moved by: Councillor F. Manzo  
Seconded by: Councillor T. Sheehan

Resolved that the correspondence from Brian Mealey and Carolyn Harrington concerning wind turbines be referred to appropriate staff and the Municipal Environmental Initiatives Committee for review and report back to Council. CARRIED

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

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

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that all by-laws listed under Item 10 of the AGENDA under date April 8, 2013 be approved. CARRIED

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2013-57 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 210 Greenfield Drive be PASSED in open Council this 8<sup>th</sup> day of April, 2013. CARRIED

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2013-58 being a by-law to authorize the execution of a Confidentiality Agreement between the City and Sault Ste. Marie Innovation Centre Community Geomatics Centre pertaining to registrants of the Vulnerable Persons Registry (VPR) in order to assist in preparing effective responses during emergencies be PASSED in open Council this 8<sup>th</sup> day of April, 2013. CARRIED

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2013-59 being a by-law to authorize the execution of a Contribution Agreement between the City and her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the purpose of funding be PASSED in open Council this 8<sup>th</sup> day of April, 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 L. Turco  
Seconded by: Councillor B. Watkins  
Resolved that this Council now adjourn.

---

Mayor

---

City Clerk

**MINUTES**  
**BUDGET MEETING OF CITY COUNCIL**  
**2013 04 08**  
**5:45 P.M.**

**COUNCIL CHAMBERS**

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

**Officials:** J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, S. Schell, J. Burzas, P. Liepa, J. Dolcetti, D. Elliott, D. McConnell, V. McLeod, M. Nadeau, J. Luszka, S. Hamilton Beach, M. Provenzano, D. Petersson, M. Blanchard, D. Scott, L. Whalen, B. Davies, M. Jones

**ADOPTION OF MINUTES**

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the Minutes of the Budget Meeting of 2013 03 18 be approved.  
CARRIED

**1. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the Agenda and Addendum #1 for 2013 04 08 City Council meeting as presented be approved. CARRIED

**2. ST. MARY'S RIVER MARINE HERITAGE CENTRE (M.S. NORGOMA)**

Reports of the Commissioner of Community Services, Chair of the Destiny Committee and the Chief Executive Officer - Economic Development Corporation were received by Council.

Correspondence from the St. Mary's River Marine Heritage Centre Board was received by Council.

Jim Waycik of the Board was in attendance concerning this item.

Moved by: Councillor L. Turco  
Seconded by: Councillor B. Watkins

Resolved that the reports of the Commissioner of Community Services dated 2013 04 08, the Chair of the Destiny Committee and the Chief Executive Officer – Economic Development Corporation both dated 2013 03 20 concerning St. Mary's River Marine Heritage Centre (M.S. Norgoma) be accepted and the recommendation not to provide any further municipal funding to the Centre (option 1 of the report) be approved. OFFICIALLY READ NOT DEALT WITH

### 3. 2013 BUDGET

The reports of the Chief Administrative Officer and the Commissioner of Finance and Treasurer were received by Council.

Moved by: Councillor R. Niro  
Seconded by: Councillor B. Watkins

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2013 Budget Deliberations. CARRIED

Councillor L. Turco declared a pecuniary interest on any budget discussion relating to Police Services – spouse employed by Police Services.

**NOTE: The following motions were read during the Committee of the Whole session for the purpose of discussion only.**

a) Mover: Councillor F. Fata  
Seconder: Councillor F. Manzo

Whereas City Council, along with the CAO and City staff, will be discussing the City Budget with the eventual decision to come up with a tax rate for the 2013 tax year; and

Whereas it is prudent that we do everything in our power to bring about a tax rate that is both reasonable and realistic;

Now Therefore Be It Resolved that City Council reject the 2013 City Budget as presented and direct staff to reassess all department budgets and find maximum efficiencies within the Corporation; and

Further that City Council approve a tax levy increase for 2013 at or below the rate of inflation; and

Further that City Council begins the process to explore and implement a continuous improvement plan in an effort to rein in costs and improve efficiencies within the Corporation.

b) Mover: Councillor P. Christian  
Seconder: Councillor S. Butland

Whereas City Council is currently finalizing Sault Ste. Marie's 2013 budget; and

Whereas City Council is attempting to minimize any potential tax increases; and

Whereas the City has realized a 3.1 million dollar surplus for 2012;  
Now Therefore Be It Resolved that City Council allocate the surplus as recommended by City staff with the exception of the 1.2 million dollars earmarked for the establishment of a Tax Stabilization Reserve and instead use these funds to reduce the city tax levy.

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

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – 2012 Budget Deliberations. CARRIED

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

Resolved that the reports of the Chief Administrative Officer and the Commissioner of Finance and Treasurer dated 2013 04 08 concerning the 2013 Budget be accepted and the 2013 Budget, with adjustments detailed below, with an average urban residential property tax increase of 2.32% (calculated by blending an increase in assessment with a decrease in the tax rate) be approved.

Adjustments:

Reduce the surplus allocation for Transit Equipment Reserve from \$450,000 to \$420,000

Fund the St. Mary's River Heritage River Heritage Society (Norgoma) for one year only at \$15,000

Fund the one time acquisition of additional flagpoles (International Display) at \$15,000

Add an on-going expenditure of \$6,000 for year round flag display to the levy

Allocate a further \$ 500,000 from the 2012 surplus as revenue to the 2013 budget

Allocate the balance of \$ 708,355 from the 2012 surplus to a tax stabilization fund. CARRIED

Recorded Vote:

For: Mayor D. Amaroso, Councillors L. Turco, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, T. Sheehan, P. Mick

Against: Councillors S. Butland, P. Christian, F. Fata, F. Manzo

## 6. YEAREND RESERVE TRANSFERS

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

- Moved by: Councillor L. Turco  
Seconded by: Councillor B. Watkins

Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 04 08 concerning Yearend Transfers to Reserves be accepted and the recommendations contained therein be approved. CARRIED

**7. ONTARIO REGULATION 284/09**

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Manager of Audits and Capital Planning dated 2013 04 08 concerning Ontario Regulation 284/09 be approved. CARRIED

**8. Mover: Councillor S. Myers**

Seconder: Councillor P. Mick

Whereas the City of Oshawa has developed a program of Municipal Tax Reductions, Rebates and Refunds for Low Income Seniors and People with a Disability; and

Whereas the City of Sault Ste. Marie did at one time provide a Seniors Tax Credit until the by-law was repealed in 1996;

Therefore Be It Resolved that the appropriate staff review the Municipal Tax Reductions, Rebates and Refunds program from the City of Oshawa and the Seniors Tax Credit that once existed in Sault Ste. Marie and report back to City Council with recommendations around each of these matters for the consideration of Council. CARRIED

**9. NOTICE OF MOTION**

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Whereas the City of Sault Ste. Marie signed accountability agreements with both the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre years ago;

Now Therefore Be It Resolved that City Council requests that staff report back to Council on how these agreements can be reviewed with the aim of creating greater efficiencies that ultimately result in taxpayers' savings and more business creating well-paying jobs.

**10. ADJOURNMENT**

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that this Council shall now adjourn. CARRIED

---

Mayor

---

City Clerk

**MINUTES**  
**SPECIAL MEETING OF CITY COUNCIL**  
**2013 04 15**  
**4:30 P.M.**  
**RUSS RAMSAY ROOM**

**1. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor R. Niro  
Seconded by: Councillor B. Watkins

Resolved that the Agenda for the 2013 04 15 Special Meeting of City Council as presented be approved. CARRIED

**2. 2013/14 CORPORATE STRATEGIC PLAN UPDATE**

The report of the Deputy City Clerk and Manager of Quality Improvement was received by Council.

Moved by: Councillor R. Niro  
Seconded by: Councillor B. Watkins

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2013/14 Corporate Strategic Plan Update. CARRIED

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

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – 2013/14 Corporate Strategic Plan Update. CARRIED

**3. ADJOURNMENT**

Moved by: Councillor L. Turco  
Seconded by: Councillor B. Watkins

Resolved that this Council shall now adjourn. CARRIED

---

Mayor

---

City Clerk

**Malcolm White**

**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** April 12, 2013 10:43 AM  
**To:** Malcolm White  
**Subject:** AMO Breaking News Re: Ontario PC's Interest Arbitration Private Members' Bill Lost on Vote

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

April 12, 2013

**Ontario PC's Interest Arbitration Private Members' Bill Lost on Vote**

Today in the Ontario Legislature, Mr. Jim Wilson's Private Member Bill "*The Public Sector Capacity to Pay Act*, 2013, Bill 44, was lost on a motion for Second Reading. The vote was: Ayes 36 and Nays 52.

This could be seen as a lost legislative opportunity to make improvements to the interest arbitration system that municipal leaders and others have called for to rebalance it and make it accountable and transparent. We had been encouraged by the introduction of Bill 44 as we did see that it captured many of the practical changes AMO has been asking for.

The government's intentions as signaled in the 2013 Throne Speech have not been shared. The 2013 Throne Speech said that it would: "sit down with its partners across all sectors to build a sustainable model for wage negotiation, respectful of both collective bargaining and a fair and transparent arbitration process".

At this time, AMO and its members continue to encourage all parties in the Ontario Legislature to work together to find common ground to make interest arbitration, more accountable and transparent. Changes are needed to ensure that interest arbitration achieves its intent, which is fairness to essential service employees, their peers and employers. Ontario's interest arbitration system will work as intended, when there are equal incentives for employee and employer groups to choose negotiated settlements over interest arbitration.

Changes to legislation that will increase everyone's interest and desire to be successful in collective bargaining is an outcome municipal governments believe all members of the Legislature share.

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**

**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** April 12, 2013 4:03 PM  
**To:** Malcolm White  
**Subject:** AMO Breaking News - 2010 OMPF Reconciliation Announced Amid Future Funding Uncertainty

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

April 12, 2013

**2010 OMPF Reconciliation Announced Amid Future Funding Uncertainty**

Today the Ministry of Finance released the final reconciliation of the 2010 Ontario Municipal Partnership Fund (OMPF). This means 180 municipalities from across the province will receive payments totaling nearly \$28 million. It was also re-announced that this is the last year in which the Ministry will provide OMPF reconciliation payments.

Since the inception of the OMPF the government has provided reconciliation funding which responds to actual municipal costs for social services and policing versus estimates. This responsiveness has been a key feature of the Fund. The OMPF is a critical provincial funding program that assists municipalities with social program costs, equalization, policing costs, and assists northern and rural communities to provide services to citizens.

AMO is very disappointed with the government's plan to discontinue reconciliation payments for 2011 and beyond. Since the termination of these payments was first announced in November 2012, AMO has pressed the issue with successive Ministers of Finance and Municipal Affairs and Housing.

A great deal of uncertainty surrounds future OMPF allocations and the operating budget support it provides to qualifying municipalities. Four issues are at play:

1. The end of reconciliation means that from fiscal year 2011 onwards any variances in municipal costs for social assistance or policing will not be offset by the OMPF. It means that under the OMPF formula of 2011 and 2012, that the government will not pay bills for actual program costs. Municipalities will have to absorb these expenses.
2. OMPF allocations in 2013 (under the new OMPF 'transition' formula) have been determined as a percentage of 2012 OMPF allocations exacerbating the Fund's non-responsiveness to changing municipal costs.
3. A further \$25 million cut to the OMPF is scheduled for 2014 which will be an added negative impact for municipalities. The OMPF exists to help those municipalities which don't have the assessment base or household incomes to pay higher property taxes.
4. Expected increases to 2014 OPP policing costs due to the implementation of the 4th year of the OPP collective agreement and what might happen to OPP billing in the future.

As a result, AMO's pre-budget submission called on the government to restore reconciliation for 2011 and 2012. It also seeks a deferral of the \$25 million OMPF cut schedule for 2014. Finally, AMO has been advocating for decreases in policing costs through our participation in the Future of Policing Advisory Committee (FPAC) and other policing forums, including the OPP billing working group. Discussion with the government on all these points continues.

See <http://www.fin.gov.on.ca/en/budget/ompf/2010/> for information about the OMPF reconciliation release.



# Sell Town Hall Sessions

Municipal staff and elected officials are invited to learn about a variety of program/service offerings from LAS/AMO, and to learn about AMO's policy priorities.

These no-cost sessions are your chance to leverage our experience, programs, and leadership to save money and do more for your municipality.

## Schedule:

### *Are you ready for July 1?*

9:00 – 9:45am

Do you have everything you need to be compliant with Regulation 397/11: Energy Conservation and Demand Management Plans? Have you organized your data and identified conservation opportunities? Do you know what the next steps are? This session will provide an overview of the Regulation and LAS' three supporting services: Energy Planning Tool (EPT), Energy Management Tool (EMT), and our Energy Efficiency Service providers (EESPs).

### *Save money with LAS Procurement Programs (Electricity, Natural Gas, Fuel)* 9:45 – 10:30am

More than 200 municipalities participate in the LAS Electricity, Natural Gas, and Fuel Procurement Programs to save money and ensure overall budget stability. This session will provide members and interested municipalities with a brief overview of all three programs, including savings and administrative benefits, market updates, and details of how to enroll.

### *Municipal Insurance – Learn more to reduce your costs* 10:45 – 11:30am

Municipalities are targets of litigation because they are perceived as "deep pocket" defendants with unlimited resources. As Ontario court awards, especially for the catastrophically injured, continue to rise, municipalities are becoming more frequent targets. This poses a heavy burden on already strained municipal budgets and is unmanageable over the long term. Through LAS' educational partnership with Frank Cowan Company, this session will address some key causes of rising insurance costs and offer suggestions to help municipalities meet their statutory duty of care and lower the 'cost of risk'.

### *Municipal Group Benefit Cost Trends and How to Manage Them* 11:30 – 12:15pm

In this session Mosey & Mosey, LAS' Group Benefits Program partner, will present ideas on how to manage your group benefits costs. The session will offer an overview of what makes up your group benefits costs, as well as current benefits trends, and various benefits strategies. An overview of the successful LAS Benefits Program will also be provided, including how the 'pooled' program design has helped 29 municipal groups save more than 10%.

## NETWORKING LUNCH

### *Canada's Gas Tax Fund*

12:45 – 1:30pm

Infrastructure is a huge cost to your municipality, but Canada's Gas Tax Fund and its flexible, long-term, stable and predictable allocation is here to help. With municipal budgets under pressure, it is important to find opportunities to make the most of this source of funding. Hear about unique projects that are helping municipalities build their communities. Learn how the Fund can help you drive asset management, leverage additional funding for infrastructure, and address many of your capital investment needs.

### *AMO Policy Initiatives Update*

1:30 – 2:15pm

AMO staff will provide an overview of current and on-going policy priorities.

## 2013 LAS/AMO Town Hall Information Sessions

*Lunch will be provided at all sessions*

Date	Municipality	Location/Address	Choose Session
Thursday, March 7	Southwest Middlesex	Ekfrid Community Centre 48 Wellington Ave Appin N0L 1M0	<input type="checkbox"/> 9am start
Thursday, March 21	Loyalist Township <i>(15 min west of Kingston)</i>	Municipal Office Council Chamber 263 Main Street Odessa K0H 2H0	<input type="checkbox"/> 9am start
Thursday, April 4	Municipality of West Grey	Neustadt Community Hall 183 Enoch St. Neustadt N0G 2M0	<input type="checkbox"/> 9am start
Wednesday, April 24	City of Thunder Bay ( <i>prior to start of NOMA conference</i> )	Victoria Inn 555 Arthur Street West Thunder Bay, ON P7E 5R5	<input type="checkbox"/> 10am start
Wednesday, May 8	Town of Parry Sound ( <i>prior to start of FONOM conference</i> )	Charles W. Stockey Centre 2 Bay Street Parry Sound P2A 1S3 (705) 746-4466	<input type="checkbox"/> 9am start
Thursday, May 16	City of Timmins	McIntyre Community Centre Auditorium 85 McIntyre Rd. Timmins P4N 8R8	<input type="checkbox"/> 9am start

### REGISTRATION DETAILS:

Name:	Title:
Municipality:	
Phone:	Email:
<i>Please email registration to AMO/LAS at <a href="mailto:events@amo.on.ca">events@amo.on.ca</a>            or fax to 416.971.9372. We will confirm all registrations.</i> <i>If you have questions, please contact Susan at <a href="mailto:sallardyce@amo.on.ca">sallardyce@amo.on.ca</a></i>	

Association of Municipalities of Ontario  
 200 University Avenue, Suite 801 Toronto, Ontario, M5H 3C6  
 T: 416.971.9856 | TF: 877.426.6527 | F: 416.971.9372



April 8, 2013

Dear Municipal Clerk:

Please be advised that Brantford City Council adopted the following resolution:

**15. Changes to Heads and Beds Legislation and to Develop a Legal Position around the Heads and Beds Payment**

WHEREAS post-secondary institutions, hospitals and provincial institutions are exempt from paying property taxes to municipalities under provincial law and instead pay a fixed amount set by the provincial government; and

WHEREAS the amount of the "heads and beds" payment is \$75 per head or bed and this amount has not been changed by the province since 1987; and

WHEREAS the Council of the Corporation of the City of Brantford passed a motion on February 21, 2012 with respect to the "heads and beds" payment asking the provincial government to increase the amount it sets for this payment to make this amount equivalent to the taxes that would be collected if the properties were taxable by the municipality; and

WHEREAS communities across Ontario have come together to advocate for this important provincial policy change and efforts to have the provincial government review the "heads and beds" amount have not met with any positive responses to date; and

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the City of Brantford:

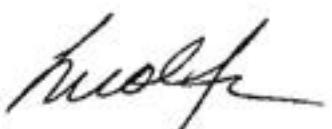
- authorize staff to pursue changes to the heads and beds legislation with coordination determined by the group of Mayors; and
- collaborate with the City of Kingston's legal staff and other interested municipalities on developing a legal position around the "heads and beds" payment.

**AND FURTHER, THAT** this motion BE CIRCULATED to all municipalities in Ontario that have universities, colleges and hospitals requesting their Councils to show their support for this important policy change.

In keeping with Council's direction, a copy of this resolution is being circulated to all Ontario municipalities that have universities, colleges and hospitals with a request that those municipalities show their support for this important policy change.

Your consideration of this important matter is most appreciated.

Yours truly,



Lori Wolfe  
City Clerk



# Township of Wainfleet

*"Wainfleet - find your country side!"*

April 11, 2013

The Honourable Kathleen Wynne  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

RE: Motion to Declare the Township of Wainfleet is Not a "Willing Host" for Wind Turbine Development (C-123-2013)

Dear Premier,

Please be advised that Council for the Township of Wainfleet, at its meeting held on April 9<sup>th</sup>, 2013, passed the following resolution:

**WHEREAS** the Premier of Ontario has recently conveyed the Government's desire to limit Industrial Wind Turbine (IWT) Projects to communities that are willing hosts;

**AND WHEREAS** Council for the Township of Wainfleet has received a clear message from its residents that they are not willing to host to IWTs in Wainfleet;

**AND WHEREAS** Council for the Township of Wainfleet has taken a consistent position on the issue of IWTs;

**NOW THEREFORE BE IT RESOLVED THAT** the Council for the Township of Wainfleet applauds the position taken by the Premier and the Government;

**AND THAT** based on the consistent position of Council for the Township of Wainfleet and the input received from the community regarding IWTs, the Province of Ontario and specifically the Ministry of Environment be now advised that the Township of Wainfleet is not a "willing host" for IWTs;

**AND THAT** this resolution be circulated to Premier Kathleen Wynne, as well as to the Minister of Environment, Minister of Energy, Minister of Rural Affairs and to all Ontario municipalities for their support and endorsement.

Motion C-123-2013 -Willing Host  
2013 04 11  
Page 2

A copy of the signed Resolution is enclosed for your records. Should you have any questions, please contact the undersigned.

Sincerely,



Scott Luey  
CAO/Deputy Clerk

SL/sd

Encl.

cc: Honourable, Jim Bradley, MPP, Minister of the Environment  
Honourable Bob Chiarelli, MPP, Minister of Energy  
Honourable Jeff Leal, MPP, Minister of Rural Affairs  
All Ontario Municipalities (via email!)

## TOWNSHIP OF WAINFLEET

## RESOLUTION

Moved by Betty Konc

No. C-123-2013

Seconded by David Wyatt

Date: April 9, 2013

WHEREAS the Premier of Ontario has recently conveyed the Government's desire to limit Industrial Wind Turbine (IWT) Projects to communities that are willing hosts;

AND WHEREAS Council for the Township of Wainfleet has received a clear message from its residents that they are not willing to host to IWTs in Wainfleet;

AND WHEREAS Council for the Township of Wainfleet has taken a consistent position on the issue of IWTs;

NOW THEREFORE BE IT RESOLVED THAT the Council for the Township of Wainfleet applauds the position taken by the Premier and the Government;

AND THAT based on the consistent position of Council for the Township of Wainfleet and the input received from the community regarding IWTs, the Province of Ontario and specifically the Ministry of Environment be now advised that the Township of Wainfleet is not a "willing host" for IWTs;

AND THAT this resolution be circulated to Premier Kathleen Wynne, as well as to the Minister of Environment, Minister of Energy, Minister of Rural Affairs and to all Ontario municipalities for their support and endorsement.

Carried 
  
Mayor (Chairman)
 Lost

Recorded on \_\_\_\_\_  
 Request of: \_\_\_\_\_

Councilor / Staff Member	Yea	Nay
Alderman Dykstra		
Alderman Hessels		
Alderman Konc		
Alderman Wyatt		
Mayor Jeffs		

Carried  Lost

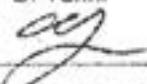
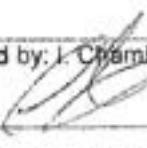
Clerk

*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: APRIL 9<sup>th</sup>, 2013

**AGENDA ITEM**  
12 c)

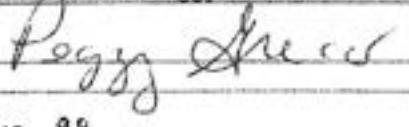
Resolution 2013 - 18 	Seconded by:  Ian Chambers
---	---

Whereas the Ontario Rangers Program is a successful and meaningful program for Ontario youth; and

Whereas it is not cost effective to cut this time-tested and quality program in order to spend money to develop other youth programs; and

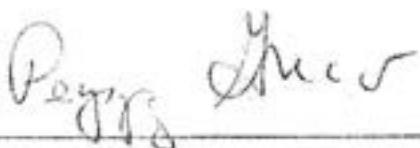
Whereas the loss of the Ontario Rangers Program would be detrimental to Ontario's youth who have been benefiting from the meaningful experience it offers for the past 68 years;

**Now therefore be it resolved that this Council hereby requests the Ontario government to save the Ontario Rangers Program.**

<b>RESOLUTION RESULT</b>				
<input checked="" type="checkbox"/>	<b>CARRIED</b>	Mayor & Council	YES	NO
	<b>DEFEATED</b>	Ken Lamming		
	<b>DEFERRED</b>	Ron Amadio		
	<b>REFERRED</b>	Ian Chambers		
	<b>PECUNIARY INTEREST</b>			
	<b>DECLARED</b>	David Yanni		
	<b>RECORDED VOTE (SEE RIGHT)</b>	Amy Zuccato		
	<b>WITHDRAWN</b>			
<b>REEVE - Ken Lamming</b>		<b>CAO/ADMINISTRATOR - Peggy Greco</b>		
				

The above is a certified to be true copy of resolution number 2013 - 18

Peggy Greco  
CAO/Administrator





## Sault Community Career Centre

100-202-200-201  
705-253-2521  
1-866-253-2521  
Sault Ste. Marie, ON P6A 5G6  
[www.saultcommunitycentre.ca](http://www.saultcommunitycentre.ca)

To: City of Sault Ste. Marie

Attention:

Mr. Joe Fratesi  
Mr. Nick Apostle  
Mr. Malcolm White  
Mr. Bill Freiburger

On behalf of the Sault Community Career Centre (SCCC), host/sponsor of the annual Passport To Unity (PTU) multicultural festival, I am writing to seek relief in the form of a reduced rental rate of the Essar Centre. PTU celebrates and unites cultural diversity and incorporates ethnic food, dance and entertainment from all around the world and brings local residents together to acknowledge and embrace our diverse cultural past, present and future. The festival is heading into its 7<sup>th</sup> year (4<sup>th</sup> held at the Essar Centre). It has always been our intent to keep the festival as accessible as possible to the entire community by keeping admission, food, and drink prices low. All revenue generated through food and drink sales are given back to the participating vendors. In past years we have given a percentage of admission fees collected, to a local charity. Last year (2012) was the first year we were not able to do this, due to the rising expenses incurred by delivering the festival. Any remaining admission fees collected are used to help offset direct costs associated with hosting the festival each year.

SCCC understands that the model we have chosen for the festival means that we, as the host/sponsor, do not generate a profit, that each year we come out with a zero balance, and that each year we begin the planning and preparations with no revenue. Changing this model would compromise the values of the festival and what we are striving to become, a festival for the community by the community. It is our belief that the festival does have a social responsibility by "paying it forward". As the community supports the festival we in turn support the community through such initiatives. With the recent proclamation made by Mayor Amaraoso to make the week of April 28<sup>th</sup> – May 4<sup>th</sup>, 2013 as Cultural Diversity Week, and invite all members of the community to participate in Passport To Unity, it highlights the significance of the festival, and the importance it has in celebrating, learning, and embracing the many cultures that can be found within our city.

With a budget of approximately \$20,000, exempting staff wages, 100% of this is dedicated to operating expenses including the rental of the Essar Centre, insurance, sound, and electrical. The Essar Centre has cost our agency, on average, \$6,345 per year. Promotion, marketing, supplies, entertainment, security, health and safety, etc. are required to come from the remaining funds. Monetary relief provided by council in the form of a reduced facility rental rate would enable us to keep the festival assessable to all members of the community, so that we do not pass the cost on to festival goers, that people can have a rich and diverse experience by providing a wide array of activities – be it entertainment, food, or children's activities. One objective of the PTU festival is to strive to be Northern Ontario's largest annual, self-governing 3-day celebration by inviting citizens from across the world to pay tribute to their ethnicity and values through art, culture, history and tradition. With financial relief for the ESSAR Centre rental, we will be able to enhance our promotion and marketing of the festival to reach a greater number of community members and tourists. This in turn means that we see a greater turnout to the festival, which shows there is a significant number of people that are open to embracing and celebrating differences and diversity.

Along with being a member of the Sault Ste. Marie Local Immigration Partnership, the Sault Community Career Centre is a member of the Racial Harmony Committee and is engaged in multiple activities to support racial harmony and a



## Sault Community Career Centre

705-759-4624  
705-759-3367  
info@saultcareercentre.ca  
[www.saultcareercentre.ca](http://www.saultcareercentre.ca)

welcoming community. Along with the festival on May 5<sup>th</sup>, SCCC supports diversity week by bringing cultural activities and presentations to numerous students (300+) in the Algoma district and is currently organizing and sponsoring a new Cricket Demonstration on Saturday, May 4<sup>th</sup> at the new West End Community Centre. As part of the community, we are also fortunate to provide settlement services to newcomers and are designated as the Interim Sault Ste. Marie Welcome Centre. SCCC provides one full time Event Planner, one full time PTU Research Officer/Assistant and other staff equal to one full time position, along with multiple staff volunteer hours, to host the 3-day PTU festival. Financial relief for the rental of the Essar Centre would assist SCCC in providing a balanced budget and add key activities for the event.

Individuals, groups, employers, organizations and agencies involved with Passport to Unity is many. Algoma District School Board, Child Care Algoma, Algoma University is just a few of the partners we work with to facilitate a successful festival. Last year, Sault Ste. Marie was able to host an event where community vendors accrued over \$12,500 in revenue. This year, PTU has confirmed 19 food vendors, 46 arts and culture vendors, a children/youth area, displays from the Algoma 1812 Celebration, Ermatinger Old Stone House, and Parks Canada.

Financial relief for the rental of the ESSAR Centre for the PASSPORT TO UNITY would be of great benefit to the community of Sault Ste. Marie as a whole. Thank you for your consideration of this request.

Sincerely,

Karol Rains

**Karol Rains** |Executive Director



Sault Community Career Centre  
503 Queen Street East | Sault Ste. Marie, ON | P6A 2A2  
T: 705-759-0909 x 4247 , C: 705-971-7097|F: 705-759-3367  
[karol.rains@saultcareercentre.ca](mailto:karol.rains@saultcareercentre.ca) | [www.saultcareercentre.ca](http://www.saultcareercentre.ca)

5(d)

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



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

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council  
Civic Centre

**RE: STAFF TRAVEL REQUESTS**

Dear Council:

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

1. **Robert Rushworth – Fire Services – EMS Division**  
OAPC Labour Relations Education Day  
May 16, 2013  
Toronto, Ontario  
Estimated total cost to the City - \$ 268.70  
Estimated net cost to the City - \$ 268.70
  
2. **Joe Fratesi – Office of the CAO**  
Meeting with Deputy Minister-NGP  
April 25, 2013  
Sudbury, Ontario  
Estimated total cost to the City - \$ 414.47  
Estimated net cost to the City - \$ 414.47
  
3. **Stephen Turco – Engineering & Planning – Planning Division**  
Ontario Bike Summit  
May 27 – 29, 2013  
Toronto, Ontario  
Estimated total cost to the City - \$ 1,635.62  
Estimated net cost to the City - \$ 1,635.62

4. **Ken McPhee – Social Services – Ontario Works Division**

AMES Conference

May 13 – 14, 2013

Toronto, Ontario

Estimated total cost to the City - \$ 1,023.97

Estimated net cost to the City - \$ 1,023.97

5. **Rick Cobean – Social Services – Housing Division**

MMAH Regional Workshop

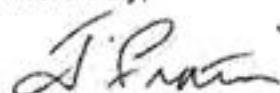
May 6 – 7, 2013

Sudbury, Ontario

Estimated total cost to the City - \$ 556.00

Estimated net cost to the City - \$ 556.00

Yours truly,



JMF: bb

Joseph M. Fratesi  
Chief Administrative Officer

Tim Gowans  
Manager of Purchasing



Finance Department  
Purchasing Division

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

### **RE: TENDER FOR SEASONAL SECURITY (2013CT01T)**

#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for Seasonal Security Service for the 2013-2014 season, as required by various City Departments; mainly for security at the City Parks, Rinks, Marinas, Boardwalk and Works Centre.

#### **BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 9, 2013, with City Clerk Malcolm White present.

#### **ANALYSIS**

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

#### **IMPACT**

Funding for this service is derived from various Public Works & Transportation and Community Services accounts.

#### **STRATEGIC PLAN**

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

#### **RECOMMENDATION**

It is therefore my recommendation that the tender for Seasonal Security be awarded to North East Regional Security for Groups A, B and C at their low tendered prices for each group for the 2013-2014 season allowing for further one year extensions by mutual agreement.

-More-

2013 04 22

Page 2

This report is submitted for Council's approval.

Respectfully submitted,



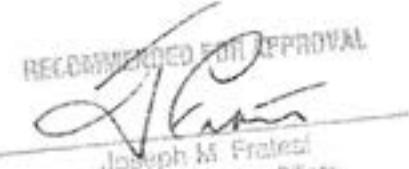
Tim Gowans  
Manager of Purchasing

TG:nt  
Attach.

Recommended for approval,



W. Freiburger  
Commissioner of Finance & Treasurer



RECOMMENDED FOR APPROVAL  
Joseph M. Fratelli  
Chief Administrative Officer

SUMMARY OF TENDERS  
SEASONAL SECURITY

		Commissionaires Ottawa, ON		D & G Security Kapuskasing, ON		Northeast Security Services Mississauga, ON		Norpro Company Sault Ste. Marie, ON		North East Regional Sault Ste. Marie, ON	
<u>Group A - Foot Patrol Security Service</u>		<u>Estimated 12 Month Requirements</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	
Regular Hourly Rate		4,700	\$16.66	\$78,302.00	\$26.00	\$122,200.00	\$14.45	\$87,915.00	\$14.35	\$87,445.00	
Statutory Holiday Hourly Rate		140	\$37.00	\$5,180.00	\$52.00	\$7,280.00	\$28.60	\$4,004.00	\$22.00	\$3,080.00	
Subtotal				\$83,482.00		\$129,480.00			\$71,919.00	\$70,525.00	
13% H.S.T.				10,852.66		16,852.40			9,349.47	9,188.26	
<b>Total Tendered Price for Foot Patrol Security:</b>				<b>\$94,334.66</b>		<b>\$146,312.40</b>			<b>\$81,268.47</b>	<b>\$70,693.26</b>	
<u>Group B - Driveby Patrol Security Service</u>		<u>Estimated 12 Month Requirements</u>					<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	
Patrols at Regular Rate		1,525	\$24.41	\$37,225.25	\$35.00	\$53,375.00	\$15.00	\$22,875.00	\$15.00	\$22,875.00	
Patrols at Statutory Holiday Rate		60	\$46.31	\$2,778.60	\$70.00	\$4,200.00	\$29.50	\$1,770.00	\$22.00	\$1,320.00	
Subtotal				\$40,003.85		\$57,575.00			\$24,645.00	\$24,195.00	
13% H.S.T.				5,200.50		7,484.75			3,203.85	3,145.95	
<b>Total Tendered Price for Driveby Patrol Security:</b>				<b>\$45,204.35</b>		<b>\$65,059.75</b>			<b>\$27,848.85</b>	<b>\$27,340.95</b>	
<u>Group C - Waterfront Patrol Security Service</u>		<u>Estimated 12 Month Requirements</u>					<u>Rate</u>	<u>Total</u>	<u>Rate</u>	<u>Total</u>	
Regular Hourly Rate		2,650	\$16.66	\$44,149.00	\$26.00	\$66,900.00	\$14.45	\$38,292.50	\$14.35	\$38,027.50	
Statutory Holiday Hourly Rate		85	\$37.00	\$3,145.00	\$52.00	\$4,420.00	\$28.60	\$2,431.00	\$22.00	\$1,670.00	
Subtotal				\$47,294.00		\$73,320.00			\$40,723.50	\$38,897.50	
13% H.S.T.				6,148.22		9,531.60			5,294.06	5,196.65	
<b>Total Tendered Price for Waterfront Patrol Security:</b>				<b>\$53,442.22</b>		<b>\$82,851.60</b>			<b>\$46,017.56</b>	<b>\$45,094.15</b>	
Remarks:				Meets Specifications		Meets Specifications	Bid Irregular		Meets Specifications		
									Meets Specifications		

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

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

It is my recommendation that the low tendered prices, meeting specifications, for all Groups, as submitted by North East Regional Security Services Inc., be accepted.

Tim Gowans  
Manager of Purchasing

37(e)

Peter A. Liepa  
City Tax Collector



Finance Department  
Tax & Licence Division

2013 04 22

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 04 22 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 04 22  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2012			CANCELLATIONS		TOTAL	
			TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	ADJUSTMENT	
030-075-023	00397 Old Garden River Road	Waddell Eldonna	RT	D	12-038	130.83	9.77	140.60	
040-008-119	00086 Knox Avenue	Thibodeau Gary	RT	D	12-039	56.07		56.07	
060-002-031	00092 Letcher Street	Burrows Richard John	RT	D	12-040	167.90	6.75	174.65	
060-052-018	01105 Goulais Avenue	Naccarato Michael	RT	C	12-041	217.89		217.89	

Certified Correct:

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

(f)5

JOSEPH J. CAIN  
MANAGER RECREATION & CULTURE DIVISION



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

5(g)

April 22, 2013

Mayor Debbie Amaroso  
and Members of City Council

## REQUEST FOR FINANCIAL ASSISTANCE FOR NATIONAL / INTERNATIONAL SPORTS COMPETITIONS – YOUTH BOWLING NATIONALS

### PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/ International Sports Competitions.

### BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/ International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are accessed and specific levels of financial assistance are governed. City Council gives final approval of all applications.

### ANALYSIS

The attached application was received from Melanie Ingram, coach of the Northcrest Lanes Youth League Bowling Team for a financial assistance grant to attend the Youth Bowling Council National Youth Championships to be held in Vancouver, British Columbia on May 2 -7, 2013. The team of Ryleah Bell, Lindsay Perlini, Aidan Bass and Cody Newman will be representing Northern Ontario. This team qualified for the Nationals by way of win at the YBC Provincial Championships. The Parks and Recreation Advisory Committee reviewed the application at their meeting on April 9, 2013 and found that it meets the criteria of the Financial Assistance Policy. The application requests \$800 for the team; however the Financial Assistance Policy criteria allows a maximum of \$400 for teams of two to six members. The following resolution was passed:

Moved by: D. Greenwood  
Seconded by: R. Carricato

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Melanie Ingram on behalf of the Northcrest Lanes Youth League bowling team for financial assistance to attend the Youth Bowling Council National Youth Championships to be held in Vancouver, British Columbia on May 2 - 7, 2013 in the amount of \$400 and that a report be sent to City Council for their approval."

CARRIED

5(g)

**Financial Assistance National/International Sports Competition**

April 22, 2013

Page 2

**IMPACT**

Core funding for various financial assistance programs is provided in the City's budget.

**STRATEGIC PLAN**

This is not part of the City's Corporate Strategic Plan.

**RECOMMENDATION**

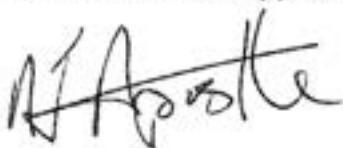
That the report of the Manager of Recreation and Culture concerning the Northcrest Lanes Youth League Bowling Team be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for the team to attend the Youth Bowling Council National Youth Championships to be held in Vancouver, British Columbia on May 2 - 7, 2013, be approved.

Respectfully submitted,



Joseph J. Cain  
Manager Recreation and Culture

Recommended for approval,



Nicholas J. Apostle  
Commissioner Community Services

Approved and forwarded by sports committee at April 2013 Council meeting

attachments

RECOMMENDED FOR APPROVAL  
  
Joseph M. Pratesi  
Chief Administrative Officer

5(g)



COMMUNITY SERVICES DEPT.

MAR 26 2013

RECEIVED

REQUEST FOR FINANCIAL ASSISTANCE FOR  
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS  
APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Melanie Inram

Address: Snell Stk Marie, ON Postal Code: N0L 1B0

Phone: (705) 526-2111 (W) Fax: (705) 526-2111

Email: melanie.inram@rogers.com

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: see list attached

Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

4 Steps to Stardom Youth Bowling Nationals

Date(s) of Competition:

May 3-6, 2013

Location of Competition:

Town N Country Bowl - Vancouver, British Columbia

Name of Sports Governing Body:

Youth Bowling Council

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.  
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested: \$ 800.00 (200.00 per participant)  
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.

for flights and accommodations and meals

Have you previously requested financial assistance from the City?

No  Yes \_\_\_\_\_ Amount \$ \_\_\_\_\_

If yes, please indicate the year(s):  
\_\_\_\_\_

If this application for funding is approved, the payment cheque should be payable to:

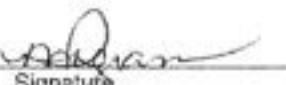
Participants

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2013    03    16  
Year              Month              Day

<u>Nadine Perlin</u>	<u>President</u>	<u>Parent Council</u>	<u>Nadine Perlin</u>	
Name (Applicant)	Title (If applicable)	Signature	Phone number	

<u>Melanie Ingram</u>	<u>Coach</u>	<u>Melanie Ingram</u>	
Name (Club Official)	Title	Signature	

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

**PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:**

Recreation and Culture Division  
Community Services Department  
Civic Centre,  
99 Foster Drive,  
Sault Ste. Marie, ON  
P6A 5X6

**For additional information:**

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

*The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.*

5(g)



229 Great Northern Road  
Sault Ste. Marie, Ontario,  
P6B-4Z2  
(705) 256-7441  
(705) 256-7445 Fax

April 1, 2013

To whom It may concern:

This is to advise you that Northcrest Youth League bowlers have qualified to go to the YBC National Youth Championships to be held in Vancouver British Columbia on May 2 – 7<sup>th</sup>, 2013.

This is a very prestigious event concluding the Canadian Champion of 2013.

The following are the names of the Sault Ste Marie part of the contingent.

Ryleah Bell  
Lindsay Perlini  
Aidan Bass  
Cody Newman

Coach from Northcrest is Melanie Ingram

My name is Nancy Lefave and I am the YBC Chairperson for Northern Ontario. If you wish to contact me please feel free to reach me at Northcrest Lanes during the day 705-256-7441.

Sincerely, *Nancy*  
Nancy Lefave  
YBC Chairperson

**Margaret Hazelton**

---

**From:** Kevin Burns <kevin@bowlcanada.ca>  
**Sent:** April 08, 2013 11:38 AM  
**To:** Margaret Hazelton  
**Cc:** Nancy Lefave  
**Subject:** Youth Bowlers travelling to Vancouver

Hi Margaret.

Nancy Lefave asked me to confirm that the following Sault Ste. Marie bowlers have won the YBC Provincial Championships and will be traveling to Vancouver, BC to compete in the YBC National Finals from May 3-7, 2013:

Aidan Bass  
Cody Newman  
Ryleah Bell  
Lindsay Perlini

If you require any additional information, please do not hesitate to contact me and thank you for your support!!!

Sincerely,

Kevin Burns  
Program Co-ordinator  
Bowl Canada  
905-479-1560  
905-479-8613 - Fax

## About YBC



Youth Bowling Canada was launched in 1963 by the Bowling Proprietors' Association of Canada and since then it has been the breeding ground for the talented individuals who, now as adults, can be seen on televised bowling events earning thousands in prize money.

A program rich in history, the YBC strives to provide a friendly, social and exciting environment for some 30,000 youngsters weekly across Canada. An environment free of harassment and the many negative influences which can be found all too easily just about everywhere these days.

From an early age YBC members learn the joys of socializing with their peers in a positive atmosphere, and the satisfaction of self-improvement. Thanks to the efforts and dedication of thousands of adult volunteers, YBC members learn to improve their physical coordination, learn to appreciate the values of fair play and learn to take part in a team environment.

### In YBC, EVERYONE PLAYS!

Unlike some sports where quite often only the more talented individuals are ever offered an opportunity to shine, in YBC everyone plays regardless of ability. Nobody warms the bench and everyone gets to have fun!



Throughout the bowling season, YBC leagues run several In-House tournaments which help acquaint the YBC member with the excitement and experience of tournament competition. Because the majority of YBC play (both league and tournament) is conducted on a handicap basis, a novice can win an event just as easily as a more experienced player.

For those who are more skilled at the sport YBC offers the 4 Steps To Stardom, a championship event which begins at the house level, proceeds to a Zone Championship, a Provincial Championship and culminates at the **YBC National Championships**.

For more information on  
Youth Bowling Canada

[CLICK HERE FOR](#)  
**FAQ'S**

Feb 24, 2013

**Dear Provincial Competitor / Provincial Coach:**

Congratulations on your victory today in the 4-Steps to Stardom Provincial Championships. You will now advance to the National Finals, which are scheduled for Vancouver, Surrey BC on May 4, 5<sup>th</sup> 6<sup>th</sup>, 2013. The travel dates are Friday, May 3 (or Thursday, May 2).

If you have been to the Nationals before and are accustomed to the old traditions, there have been some big changes last year for your benefit and if this is your first time we hope you will enjoy your experience.

This is the year for ease of travelling for all involved for Northern Ontario. Instead of informing you of your flight itinerary, you will be able to book your own travel for you and your guests (parents/grandparents/siblings/spouse, etc) out of whichever city is closest to you that operates an airport. Now the ball (so to speak) is in your court for seat sales and all round simplicity.

Also, the Opening Ceremonies will be held on Friday evening, May 3, 2013 so you must plan to be in town no later than 2:00 p.m. that day. This will give you time to get to your hotel and be ready for bus pick up to the Opening Ceremonies. The athletes will be picked up at their hotel at 6:00 pm returning for the parents and guests at 7:00 pm. Depending upon your available departure times, you may find that booking your arrival for Thursday will give your child a better opportunity to adjust to the time change and be rested and ready to bring their best game on Saturday.

Bowl Northern Ontario Youth Bowling will reimburse a flight for each competitor and/or coach to a maximum of \$680.00 (from Thunder Bay). We require that a COPY OF YOUR FLIGHT ITINERARY AND PAYMENT be forwarded to the YBC Chairperson ([nannylefave@hotmail.com](mailto:nannylefave@hotmail.com)) or faxed to 705-256-7445 AS SOON AS POSSIBLE for compensation. This also confirms that your trip is planned.

To make the task of organizing your trip, as trouble-free as possible, we offer the following instructions on how to "GO FOR GOLD":

- 1) Recommended flight dates are Thursday, May 2 or Friday, May 3 and Tuesday, May 8, 2013. Contact Air Canada / West Jet who fly to Vancouver or Abbotsford (only West Jet) online or by phone to determine your flight dates and times, keeping in mind that you should be IN British Columbia no later than 2:00 on Friday, May 3rd and that the Closing Ceremonies end late in the evening (11:00 p.m. ish on Monday, May 8th), thus leaving on Tuesday, May 9th.
- 2) Once you have booked the flight, send your itinerary and flight cost to [nannylefave@hotmail.com](mailto:nannylefave@hotmail.com) or fax to 705-256-7445 for disbursement to the maximum fare as detailed above for the competitor or coach. This especially confirms to us that your trip is planned.

OVER ...

5(h)

Jerry D. Dolcetti, RPP  
Commissioner

Carl Rumiel, P. Eng  
Design & Construction Engineer



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 04 22

Our File: Contract 2013-1E

Mayor Debbie Amaroso and  
Members of City Council

**RE: CONTRACT 2013-1E  
RECONSTRUCTION OF QUEEN STREET EAST (SIMPSON STREET TO PINE  
STREET)**

#### **PURPOSE**

The purpose of this report is to obtain approval to award Contract 2013-1E, the Reconstruction of Queen Street East from Simpson Street to Pine Street.

#### **BACKGROUND**

In 2012, the City began the reconstruction of Queen Street East from Simpson Street to Pine Street. This is the second phase and includes complete reconstruction between Simpson Street to Pine Street.

Tenders received for Contract 2013-1E were opened at a public meeting Thursday, April 11, 2013 in the Tarentorus Room of the Civic Centre. Present at the opening was Councillor Susan Myers as well as City staff and contractor representatives.

#### **ANALYSIS**

A total of six (6) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of \$4,488,718.21 (including HST) was received from 1531161 Ontario Inc. (o/a Boyer Construction). This is below the consultant's pre-tender estimate of \$4,712,880.83.

#### **IMPACT**

When recoverable HST and PUC costs are removed and allowances for engineering and utility relocates are added, the City's cost to complete this project is projected to be \$3,850,000. This is well below the budget allowance of \$4,250,000 for the project.

#### **STRATEGIC PLAN**

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

**RECOMMENDATION**

We recommend Contract 2013-1E be awarded to 1531161 Ontario Inc. (o/a Boyer Construction).

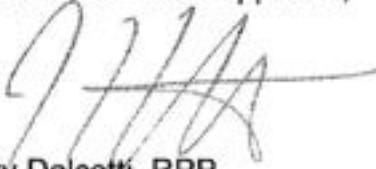
By-law **2013-71** authorizing execution of the Contract and By-law **2013-72** authorizing a road closure of Queen Street East (Simpson Street to Pine Street) from April 23, 2013 until November 30, 2013, have been placed on the Agenda for your consideration.

Respectfully submitted,

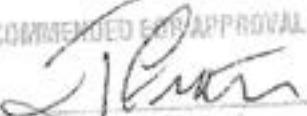


Carl Rumiell, P. Eng.  
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL  
  
John M. Fazio  
Chief Administrative Officer



AECOM

523 Wellington Street East  
 Sault Ste. Marie, ON, Canada P6A 2M4  
[www.aecom.com](http://www.aecom.com)

705 942 2612 tel

705 942 3642 fax

April 16, 2013

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

Dear Mr. Rumiel:

**Project No:** 60276688

**Regarding:** Reconstruction of Queen Street  
 Simpson Street to Pine Street  
 Contract No. 2013-1E  
 Tender Report

We have reviewed the tenders received by the City Clerk's office on Thursday, April 11, 2013 for the above contract and present herewith our Tender Report.

#### 1.0 Introduction

Contract No. 2013-1E – Reconstruction of Queen Street consists of supplying all materials, labour and equipment for the full reconstruction of approximately 760 metres of roadway including removals, grading, geotextile, granular subbase and base, asphalt, curb and gutter, sidewalks, hub trail, storm and sanitary sewers, watermains, traffic signals and associated appurtenances. The contract excludes the placement of the final lift of asphalt and permanent pavement markings since this work will be done under a separate contract in 2014.

The tender advertisement was published in the Sault Star on Saturday, March 16, 2013 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association, Sudbury Construction Association, and the Consultant's office.

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

During the tender period, there were questions from plan takers on a few issues that were subsequently clarified by addendum. Three (3) addenda were issued by the Consultant to address issues/questions raised by the plan takers and to incorporate some final design related changes.

## 2.0 Summary of Tenders

Six (6) Contractors submitted sealed tenders for Contract No. 2013-1E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, April 11, 2013. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Susan Myers in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$200,000 tender deposit and agreement to bond.

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

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

1.	Boyer Construction Limited	-	\$4,489,006.36
2.	Palmer Construction	-	\$4,494,774.11
3.	Avery Construction Limited	-	\$4,924,068.36
4.	Ellwood Robinson Limited	-	\$4,929,367.35
5.	Pioneer Construction Inc.	-	\$5,294,104.11
6.	R.M. Belanger Limited	-	\$5,360,231.65

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

The Engineer's tender estimate for this Contract was \$4,712,880.83 (incl. HST) which was compiled based on prices from the previous 2012 Queen Street contract and the final tender items and quantities established for the proposed works. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

## 3.0 Review of Tenders Received

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

1. All tenders were properly signed, sealed and executed.
2. The tenders were checked for mathematical errors. Three of the tenders contained minor errors in computing the Total Tender Price including the tender from Boyer Construction which contained one minor error that resulted in an overall price reduction of \$288.15. The corrections did not change the ranking of any other tenderers and more importantly the low tenderer.

3. The Instructions to Tenderers indicated that all tenders were to include a \$200,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tender also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.
7. The tenderers were to provide a completed Statement of Canadian Content. All tenderers submitted the required form.
8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No.'s 1 and 3.

### **3.0 Low Bidder Experience**

AECOM has no past experience with the low bidder, Boyer Construction, but have been involved with many projects completed by their subcontractors.

As outlined in Statement 'A' of their tender submission, Boyer Construction has completed several projects for the City of Sault Ste Marie over the past few years as a General Contractor. These projects have included similar street reconstruction contracts that have ranged in value from \$800,000 to \$3,563,000. In 2012, they completed a \$3.5M project that consisted of the reconstruction of John Street between Bloor Street and Elm Street, approximately 685 metres. It is our understanding from City and Consultant staff overseeing the John Street project that they successfully completed the work within the stipulated contract completion date.

Boyer Construction has identified three (3) subcontractors to complete various tasks under the contract including Ellwood Robinson for the paving and concrete work, Double SS for the electrical & traffic items and Tranberg for the landscaping work. All listed subcontractors have numerous years of experience with City contracts throughout the years. The value of the work to be undertaken by the subcontractors is approx. \$1M.

#### 4.0 Tender Estimate

The low tender amount of \$4,488,718.21 (incl. HST) is higher than the Engineer's tender estimate by \$224,162.62 (incl. HST) or approx. 5%. It is believed that the lower tender amount relative to the estimate is related to a decrease in similar City contracts for the 2013 construction season thus resulting in more competitive pricing.

The above costs includes work to be undertaken for the City (including roadwork, traffic signals, storm sewers, sanitary sewers and hub trail), and work for PUC Services (incl. waterworks). The total costs (excl. HST) for the City portion of the contract is \$3,170,970.08 which includes a contingency allowance along with various provisional items.

#### 5.0 Conclusions

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

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

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

Yours very truly,  
**AECOM Canada Ltd.**



Darrell Maahs, C. Tech.  
Project Manager

DRM:nm

Encl.

DM:nm  
Encl.

Jerry D. Dolcetti, RPP  
Commissioner

Carl Rumiel, P. Eng  
Design & Construction Engineer



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 04 22

Our File: A-13-5-05 & A-13-5-06

Mayor Debbie Amaroso and  
Members of City Council

## **RE: SEWER REPAIR CONTRACT – WOODWARD AVENUE AND ROSSMORE ROAD**

### **PURPOSE**

The purpose of this report is to obtain Council approval to prepare tender documents and call a tender for a sewer repair contract.

### **BACKGROUND**

Inspections by our CCTV camera truck have revealed a 180m section of sanitary sewer on Woodward Avenue that has failed and requires replacement. This section is at the south end of Woodward Avenue from Queen Street East to approximately 180m north.

A section of the sanitary sewer on Rossmore Road from the Central Creek culvert crossing to 50m east has also been identified as having failed and requires replacement.

### **ANALYSIS**

The Engineering Division has reviewed this section of the Woodward Avenue sewer with PW&T and determined that it should be replaced in 2013. The rest of the sewer northerly to Wellington Street was already replaced by PW&T in 2006.

The sewer on Rossmore Road has been inspected by Engineering and it has been determined that this section of pipe has sagged and is submerged causing the need for regular flushing by PW&T. Replacing this 50m section will ensure that constant grade is maintained and will eliminate the need for additional flushing and the potential for sewer back ups into private residences.

### **IMPACT**

City staff estimates that it will cost \$400,000 to replace both the Woodward Avenue and Rossmore Road sections of sewer. This fits within the \$555,000 Emergency Repairs Projects allocation placed in the 2013 Sewer Surcharge Budget for this purpose. The design and contract administration of this project will be completed in house.

### STRATEGIC PLAN

Ensuring sanitary sewage conveyance is not compromised is consistent with Strategic Direction 1: Developing Solid Infrastructure. In particular Objective 1A, Environmental Leadership, is being met.

### RECOMMENDATION

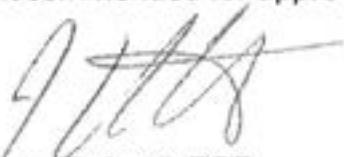
It is recommended that Council approve the preparation of tender documents and the calling of a tender for a sewer repair contract. After tendering is complete, Engineering will report back to council recommending the award of the contract to the successful bidder.

Respectfully submitted,



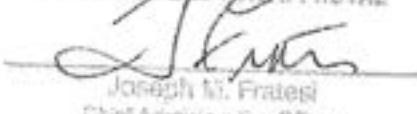
Carl Rumiel, P. Eng.  
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

Jerry Dolcetti, RPP  
Commissioner

Don Elliott, P. Eng.  
Director of Engineering Services



Engineering & Planning  
Department

2013 04 22

Mayor Debbie Amaroso and  
Members of Council

**Re: Resurfacing of City Streets – 2013  
Miscellaneous Paving Program**

**PURPOSE**

The purpose of this report is to advise Council about the planned 2013 road resurfacing program.

**BACKGROUND**

Each year, the majority of the \$1M miscellaneous construction budget is allocated to road resurfacing. As noted in previous reports, miscellaneous construction funds allocated to resurfacing are rapidly becoming insufficient to meet the needs as the budget is not keeping pace with rising construction costs. The Engineering Division foresees several road sections on arterial roads which will require resurfacing within the next few years. In order to meet the immediate demand, additional funds were set aside for road resurfacing in the approved 2013 capital construction program approved on 2012 06 25, to resurface more streets in 2013 than the miscellaneous budget will allow. Unfortunately, this diverts money away from our capital road reconstruction efforts.

**ANALYSIS**

At the request of Public Works and Transportation, the Engineering Division will be administering the 2013 \$300,000 surface treatment program. This program is for resurfacing class C roadways. The City has many class C road sections that do not have a proper asphalt surface, but rather a surface treatment of tar and gravel. It is an inexpensive means of putting a hard surface on low volume roads, but it does not work well on higher volume roads, especially when they are bus routes, or when they are near schools.

The Engineering Division sees merit in converting high volume class C surface treated roads to asphalt surfaced class B roads. A portion of the resurfacing budget will be used for this purpose in 2013.

The resurfacing program for the 2013 construction season will include the following streets:

2013 04 22

Page 2

#### **Class A:**

- Pim Street from McNabb to MacDonald Avenue;
- Wellington Street from Lake Street to Hugill Street; and
- John Street from Elm to Carmen's Way.

These street sections will be resurfaced using an asphalt recycling technique, including a 50 mm layer of new surface asphalt. The pavement recycling method employed will provide recycled asphalt that can be donated as a base course to class B streets listed below.

#### **Class B:**

- Terrance Avenue from Old Garden River Road to Great Northern Road;
- Eastwood Street from Terrance Ave to Northwood Street; and
- River Road from Dacey to Royal York Boulevard.

If quantities permit:

- Allen's Side Road from 2012 north limit to Fourth Line; and
- Fourth Line from Allen's Side Road easterly.

These streets will be pulverized and receive a base course of asphalt donated from the above noted class A streets, followed by a top course of new asphalt. Terrance and Eastwood are class C surface treated bus routes, and are in need of a surface with more longevity. Eastwood is also class C, and requires a proper asphalt surface. The Hub Trail is situated on Eastwood and it is not practical for an asphalt trail to be placed adjacent to a surface treated road.

#### **Class C**

The following streets are surface treated and are scheduled for replacement surface treatment. They will all be completed if the project budget allows.

- Herkimer Street – Big Carp River Bridge to Victoria Street
- Old Goulais Bay Road – Fifth Line to PUC pole 15816
- Case Road – Landslide Road to PUC pole 14311 (civic 48)
- Champlain Street – Great Northern Road to Elmwood Avenue
- Stevens Street – Great Northern Road to Elmwood Avenue
- Blake Avenue – McNabb Street to Champlain Street
- Eagle Drive – Willow Avenue to Gehrig Drive
- Amy Avenue – Manitou Drive to Anna Street

#### **IMPACT**

The following amounts contribute to the resurfacing budget:

2013 misc. construction resurfacing allowance	\$580,000
2013 surface treatment allowance	\$300,000
Resurfacing allowance in 2013 capital budget	\$400,000

As reported to Council in Commissioner Freiburger's budget report, there is an estimated \$2.2M remaining in overall capital funding as a result of previous capital programs. It is

proposed that \$1.2M of it be used in 2013 for resurfacing. This brings the 2013 resurfacing budget to \$2.48M. This cost is all construction as the contracts are administered and inspected in-house by engineering technical staff.

### STRATEGIC PLAN

Road resurfacing is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction.

### RECOMMENDATION

It is recommended that Council approve the 2013 \$2.48M resurfacing program with funds to come from the miscellaneous construction allowances for resurfacing and surface treatment, the 2013 capital resurfacing allowance and the under runs from previous capital programs.

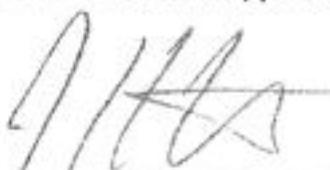
Respectfully Submitted,

---

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

Recommended for Approval,

---

  
Jerry Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

/bb

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

Jerry Dolcetti, RPP  
Commissioner

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



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

## **RE: ELEMENTA LEASE EXTENSION – CITY LANDFILL**

### **PURPOSE**

The purpose of the report is to advise council of a request from Elementa Group Inc. for a six month lease extension for the sole purpose of equipment storage at the energy from waste (EFW) pilot plant site located at the landfill.

### **BACKGROUND**

The Ministry of the Environment (MOE) Certificate of Approval for the operation of the pilot plant expired on August 16, 2011. As per MOE requirements, a closure report was required by an independent consultant confirming that the site was closed in accordance with the MOE approved closure plan. In order for the MOE to be satisfied that the closure was complete, all operating chemicals, agents, products, and compressed gas cylinders were to be removed from the site and properly disposed. It is the City's understanding that these conditions have been met.

At the October 24, 2011 meeting, Elementa Group Inc. was granted a fourteen month lease extension from February 22, 2012 to April 22, 2013 for the sole purpose of equipment storage, with the following conditions:

- Elementa Group Inc. comply with all the requirements of the closure plan to the satisfaction of the MOE by October 27, 2011, including removal of all waste, waste residues, chemicals, agents, products and gas cylinders.
- The equipment be fully decommissioned and rendered inoperable to the satisfaction of the MOE by October 27, 2011, and that the natural gas supply be disconnected.
- Elementa Group Inc. agrees that there will be no requests for future expansion of the pilot plant, or development of a smaller scale commercial facility at the landfill.
- Elementa Group Inc. agrees to remove the equipment in accordance with the terms of the original lease by April 22, 2013.

- Elementa ensures the building and its contents remain insured, and that the building is regularly inspected.
- Elementa ensures that either the building remains heated, or that the building services are properly winterized, as may be required.

#### **ANALYSIS**

Elementa Group Inc. has indicated that the six month extension is required to provide sufficient time for relocation and removal of the existing equipment. If the equipment can be removed sooner, the full lease extension may not be required. The extension is recommended subject to the following conditions:

- Elementa Group Inc. agrees that there will be no requests for future expansion of the pilot plant, or development of a smaller scale commercial facility at the landfill.
- Elementa Group Inc. agrees to remove the equipment in accordance with the terms of the original lease by October 21, 2013.
- Elementa Group Inc. ensures that the building and its contents remain insured, and that the building is regularly inspected.
- Elementa Group Inc. ensures that either the building remains heated, or that the building services are properly winterized, as may be required.
- Elementa Group Inc. remains responsible for all utility bills up to the lease expiry date, or until such time as the building is officially transferred back to the City subsequent to the removal of the existing equipment.

#### **IMPACT**

There is no impact to the budget.

#### **STRATEGIC PLAN**

The Elementa Group Inc. lease extension is not linked to the Strategic Plan.

#### **RECOMMENDATION**

It is recommended that Council approve a six month extension to the lease for the sole purpose of equipment storage up to October 21, 2013, subject to the conditions stated in the report.

Respectfully submitted,



Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

Recommended for approval,



Jerry Dolcetti, RPP

Commissioner

Engineering & Planning Department

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. R1.5

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: ANIMAL CONTROL BY-LAW**

**PURPOSE**

On September 24, 2012, City Council passed the following resolution moved by Councillor Myers and seconded by Councillor Sheehan:

*"Whereas our current bylaw does not limit the number of cats or dogs an owner, tenant or occupant of a dwelling unit can keep, own or harbor or permit to be kept, owned or harboured in the dwelling unit; and*

*Whereas a recent issue in Ward Two has brought this matter forward; and*

*Whereas other municipalities such as Ajax, Barrie and Niagara Falls, Ontario do in fact limit the number of cats and dogs permitted in a dwelling unit;*

*Therefore Be It Resolved that the legal staff look into this matter, review our current bylaw and report back to City Council with recommendations to include possible amendments to the bylaw to limit the number of cats and dogs in a dwelling unit; and*

*Further Be It Resolved that the Humane Society be consulted for input."*

This report responds to the above resolution and recommends that Council not amend the City's present Animal Control By-laws but rather refer the related issue of noise from domesticated animals to the Noise By-law Review Committee for their consideration in their review process.

**BACKGROUND**

As indicated in the Resolution above, this matter was brought forward in response to an issue that arose in Ward Two. Specifically, a constituent complained to Councillor Myers and

-more-

Councillor Sheehan of persistent barking from numerous dogs that were housed in a neighbouring residence. These dogs were collectively let outside by their owner multiple times during the day, causing significant interruption to the concerned constituent.

By-law 98-211 ("Dog Control By-law") was passed by Council on November 30, 1998. This by-law regulates the licensing of dogs and prohibits the running at large of dogs. By-law 2009-49 ("Cat Control By-law") was passed by Council on March 6, 2000. This by-law regulates the running at large of cats and sets out the requirements for the identification, breeding, impounding and destruction of cats in the City. The City currently does not restrict the number of cats or dogs an owner of a dwelling unit can keep.

City Police enforce noise complaints involving domesticated animals through the City's Noise By-laws, namely By-law 4100 and By-law 80-200. Section 1(4) of By-law 4100 states that no person shall "*create, cause or permit any noise likely to disturb the inhabitants*". Section 3, Table Item No. 9 in City Noise By-law 80-200 prohibits the "*persistent barking, calling or whining or other similar persistent noise making by any domestic pet or any other animal kept or used for any purpose other than agriculture*" at all times throughout the City. Section 13 of the Dog Control By-law states that where City Police have investigated three (3) complaints involving the persistent barking of a dog which results in a conviction of the owner under either of the City's Noise By-laws, the Manager of the Humane Society shall be entitled to retrieve the dog from the owner and keep the dog at the Humane Society for a period of ten (10) days or until such time as the Manager is satisfied the owner of the dog has taken proper and effective steps to control the barking of the dog, whichever is the lesser.

City Police and the Legal Department have encountered difficulties when attempting to enforce noise complaints involving domesticated animals. First, By-law 4100 speaks to noises that are likely to disturb residents, however this definition is extremely vague. By-law 80-200 is more precise and given that it addresses the issue of noise involving domesticated animals, the Courts are more inclined to turn to the wording in By-law 80-200 to deal with such issues. However, By-law 80-200 does not define "persistent". The absence of such a definition leaves same open to the Courts for their own interpretation. Second, City Police may be called to enforce the issue, however by the time Police arrive, the barking may have ceased. Police therefore cannot be a witness to the length of time the barking was present. In these instances, constituents and other neighbours are the only potential witness(es) if enforcement proceedings are taken. Often times and for good reason, constituents do not want to testify in enforcement proceedings against a neighbour. Without other evidence of the persistent barking, enforcement proceedings cannot be initiated.

City Council presiding on July 10, 2000 considered the same issue presently before Council, namely the possibility of limiting the number of dogs per household. That City Council accepted the recommendation of then City Solicitor L. Bottos, which recommended that no amendment be made to the Dog Control By-law.

## ANALYSIS

The *Municipal Act, 2001* gives authority to Council to pass a by-law restricting the number of animals that may be kept by a person or that may be kept in or about any dwelling unit. Numerous municipalities throughout Ontario have passed such by-laws. Attached as Schedule "A" to this Report is a list of same. The list is not meant to be exhaustive of all Ontario municipalities but rather provides some examples.

In reviewing the by-laws of the above municipalities, it was noted that most by-laws exempted animal hospitals, pet stores, shelters, dogs under the age of six (6) months, and kennels from the limits prescribed in the by-law. Each exemption was specifically defined. Further, most by-laws expressly provided a "grandfathering clause", such that the limits only pertained to pets acquired by the owner after the date of the passing of the by-law. The City of Barrie in fact created a "Registry of Grandfathered Animals", requiring "owners" who sought the "grandfathered" status for their animals to make application to the City Clerk and provide proof that the animal was owned prior to the prohibition.

For reasons as outlined herein, it is recommended that Council not enact a by-law limiting the number of cats and/or dogs per dwelling unit. First, it is respectfully submitted that limiting the number of cats and/or dogs per household would not address the unfortunate issue experienced by the concerned constituent that precipitated this Resolution. Council would, if it enacted a by-law limiting the number of dogs/cats per dwelling unit, be advised to enact a similar grandfathering provision to that enacted by the other municipalities reviewed. As a result, the present number of animals per residence would remain along with the related issue of noise. The Humane Society was consulted in response to this Resolution. The Humane Society noted that most often the issue lies with the care given by the Pet Owner, not the number of pets. They have attended at homes where only one (1) animal is present, which animal is being improperly cared for and causing disturbances to neighbouring property owners. On the other hand, they are aware of owners of five (5) or more pets that are properly cared for and that are not being a nuisance.

Second, there are significant hurdles to overcome in enforcing such a by-law. A Prosecutor would be required to prove beyond a reasonable doubt that the number of pets that are being "housed" in a home exceed the limits provided for in the by-law. City Police and/or the Humane Society would need "evidence" of the number of pets in the dwelling unit, the fact that these pets do not have "grandfathered status" and the fact that these pets are each "housed" prior to laying a charge. Difficulties would be encountered if a Defendant argues that such animals are not being "housed", but rather are visiting or strayed. Even proving the fact an animal is "housed" is difficult.

Third, there would be significant costs associated with such a by-law. The evidence needed to bring forward such a charge would be significant. The City Police and the Humane Society do not have the present resources to enforce such a by-law in addition to their existing duties.

Fourth, Council would need to consider a process for documenting "grandfathered animals". If the City adopted a registry approach similar to that of the City of Barrie, there would be administrative costs and time associated with same. Consideration would have to be given to who would be responsible for maintaining such a Registry and whether or not that person has the resources to complete same. If Council chooses not to proceed with a registry approach for "grandfathered animals", there would be difficulties encountered in Court proceedings when Defendants allege that these animals were housed prior to the enactment of the by-law.

This Report highlights numerous practical difficulties that would be encountered if the Animal Control By-laws were amended to limit the number of cats and/or dogs. Nevertheless, the issue that precipitated the Resolution has certainly highlighted various issues with the present wording of the City Noise By-laws which are presently under review. It is recommended that the issue of enforcing noise as it relates to domesticated animals and its complexities be referred to the City Noise By-law Review Committee to consider in its review. This would facilitate the enforcement of noise complaints as it relates to domesticated animals.

## **IMPACT**

If Council decides that the Animal Control By-laws should be amended to limit the number of cats and/or dogs, expenses and additional resources would be required for enforcement and for establishing a registry or some other mechanism for noting "grandfathered" animals.

## **STRATEGIC PLAN**

No impact on the Strategic Plan.

## **RECOMMENDATION**

It is recommended that City Council not amend the City's present Animal Control By-laws to limit the number of dogs and cats in a dwelling unit. It is further recommended that City Council refer the related issue of noise from domesticated animals to the Noise By-law Review Committee for their consideration in their review process.

Respectfully submitted,



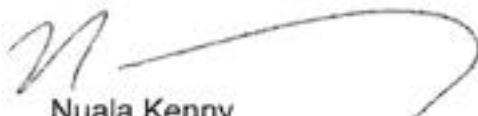
Melanie Borowicz-Sibenik  
Assistant City Solicitor  
MBS/cf

c.c. Humane Society

Attachment

Staff/council reports/2013/Animal control (regulate no pets) April 22,2013

Recommended for approval,



Nuala Kenny  
City Solicitor

RECOMMENDED FOR APPROVAL



Joseph M. Petrasik  
Chief Administrative Officer

## SCHEDULE "A"

Municipality	Domestic Dogs Maximum	Domestic Cats Maximum	Combination Dogs & Cats Maximum	Express Grandfathering Provision
Barrie	3	6	9	Yes
Niagara	3	3	6	Yes
Sudbury	2	4	4	Yes
Ajax	3	3	6	No
Burlington	4	4	4	No
Mississauga	4 animals	4 animals	4 animals	No
Hamilton	4 animals	4 animals	4 animals	Yes

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. R1.26

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: REGULATION OF COMMON BAWDY HOUSES**

**PURPOSE**

The purpose of this report is to request Council's permission to continue a moratorium that was put in place by the City on April 18<sup>th</sup>, 2012.

**BACKGROUND**

On April 16<sup>th</sup>, 2012 City Council passed the following resolution, moved by Councillor J. Krmpotich and seconded by Councillor F. Manzo:

"Whereas the Ontario Court of Appeal in the case of *Bedford v. Canada (Attorney General)* [2012] re O.J. No. 1296 ("Bedford") recently struck down certain sections of the *Criminal Code of Canada*, effectively legalizing brothels and bawdy houses; and

Whereas the Ontario Court of Appeal in *Bedford* further suspended the declaration of these sections of the *Criminal Code of Canada* for a period of twelve (12) months to permit the Parliament of Canada an opportunity to re-draft a Charter-compliant provision; and

Whereas the City of Sault Ste. Marie Zoning By-law 2005-150 controls the use of land in the City by dividing the municipality into land use zones and specifying the uses permitted in each zone; and

Whereas the City of Sault Ste. Marie Zoning By-law 2005-150 is silent on what zone in the City of Sault Ste. Marie a brothel or bawdy house would be permitted; and

Whereas there has been no discussion or public input as to what zone in the City of Sault Ste. Marie Zoning By-law 2005-150 a brothel or bawdy house would be permitted;

-more-

Now Therefore Be It Resolved that Council institute a moratorium on all brothels and bawdy houses until such time as the Ontario Court of Appeal lifts the suspension of the invalidity of these sections of the *Criminal Code of Canada*; and

Further until such time as a formal review of the City's Zoning By-law has been completed with public input so that appropriate consideration can be made to the appropriate location of such brothels and/or bawdy houses".

At the same meeting Council passed By-law 2012-78 which is an interim control by-law prohibiting the establishment of bawdy houses for a period of one year to allow Planning to complete its study on the regulation of bawdy houses. The interim control by-law terminates on April 18<sup>th</sup>, 2013.

#### **ANALYSIS**

The constitutional validity of the *Criminal Code* sections dealing with bawdy houses is currently before the Supreme Court of Canada. On June 12<sup>th</sup>, 2013 the matter will be argued before the Supreme Court of Canada. It is unclear how long the argument will take and unclear how long it will take for the Supreme Court to render a decision. In the event that the Supreme Court finds the *Criminal Code* sections dealing with bawdy houses contrary to the Constitution and the relevant section of the *Criminal Code* is struck down, it will be necessary for the Planning Division to consider appropriate zoning regulations for the same. In the event the Supreme Court of Canada upholds the *Criminal Code* provisions regulating bawdy houses, it will not be necessary to take any action. The City cannot zone activities which are illegal. In light of the above, it is recommended that the moratorium on bawdy houses be continued so that appropriate regulations may be recommended by the Planning Division if necessary.

#### **IMPACT**

There is no significant financial impact with this report.

#### **STRATEGIC PLAN**

Not applicable.

-more-

5(m)

2013 04 22

Page 3

## RECOMMENDATION

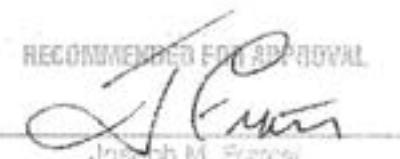
By-law 2013-68 located elsewhere on your agenda is recommended for approval tonight. The by-law continues the existing moratorium on bawdy houses for another twelve month period.

Respectfully submitted,

  
Nuala Kenny  
City Solicitor

NK/da

RECOMMENDED FOR APPROVAL

  
Joseph M. France  
Chief Administrative Officer

LEGALSTAFF/COUNCIL REPORTS\2013\MORATORIUM OF COMMON BAWDY HOUSES APRIL 22 13.DOC

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. P4

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: ONTARIO DISTRIBUTION SECTOR REVIEW PANEL (THE PANEL)**

**PURPOSE**

The purpose of this report is to respond to the Resolution moved by Councillor Mick and seconded by Councillor Niro at the open Council meeting on March 4, 2013.

"Whereas the Ontario Distribution Sector Review Panel (the Panel) released a report dated December 13, 2012 regarding electricity distribution and distribution models; and

Whereas the Panel report recommended a sole solution of forced consolidation of LDCs across the Province; and

Whereas the Panel further recommended legislation to force the said mergers if they are not achieved voluntarily within a 6 to 9 month time period; and

Whereas the Panel made the said recommendations contrary to the submissions made to the Panel by the Association of Municipalities of Ontario (AMO), the Electricity Distributors Association (EDA) and the City of Sault Ste. Marie; and

Whereas AMO has expressed disappointment with the Panel's report; and

Whereas the EDA has expressed disappointment with the Panel's report; and

Whereas the solution set out in the Panel's report will have a detrimental effect on Sault Ste. Marie in terms of: higher costs for electricity and water for customers, loss of jobs in Sault Ste. Marie due to the merger, loss of local control over the utility, potential loss of dividend to Sault Ste. Marie as the shareholder of the utility, potential loss of the value of electrical assets owned by the City of Sault Ste. Marie and loss of past successes to control costs;

-more-

2013 04 22  
Page 2

Now Therefore Be It Resolved that appropriate members of City Council and City staff extend an invitation to meet with MPP David Orazietti to discuss concerns with the Panel's report and further that correspondence be drafted to the Minister of Energy expressing the City's concerns with the Panel's report."

## BACKGROUND

At the time of the passing of the resolution the Municipality was deeply concerned about the possibility of forced consolidation of LDCs.

## ANALYSIS

Subsequent to Council's Resolution PUC has received correspondence from the Ministry of Energy (attached) indicating that "Ontario's new Government will not legislate or force consolidation within the distribution sector". Accordingly it is no longer necessary to meet with MPP David Orazietti to express the Municipality's concerns.

## IMPACT

N/A

## STRATEGIC PLAN

N/A

## RECOMMENDATION

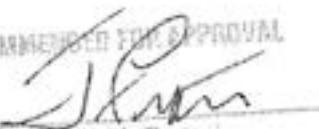
It is recommended that a meeting with MPP David Orazietti is not pursued at this time.

Respectfully submitted,



Nuala Kenny  
City Solicitor

NK/on  
attachments

RECOMMENDED FOR APPROVAL  
  
Joseph M. Probst  
Chief Administrative Officer

Ministry of Energy

Office of the Minister

4<sup>th</sup> Floor, Hearst Block  
900 Bay Street  
Toronto ON M7A 2E1  
Tel.: 416-327-6758  
Fax: 416-327-6754

Ministère de l'Énergie

Bureau du ministre

4<sup>th</sup> étage, édifice Hearst  
900, rue Bay  
Toronto ON M7A 2E1  
Tél. : 416 327-6758  
Téléc. : 416 327-6754



MC-2013-583

March 19, 2013

Mr. Brian Curran  
President & CEO  
PUC Distribution Inc.  
500 Second Line East  
PO Box 9000  
Sault Ste. Marie ON P6A 6P2

Dear Mr. Curran:

As you know, the Ontario Distribution Sector Review Panel delivered its report regarding the path toward distributor consolidation this past December. I have received the report, and am currently in the process of reviewing it.

The Panel engaged in extensive consultation from May to September of last year and close to 85 stakeholders provided input. This participation was critical in the review of the sector. The Panel members undertook a comprehensive examination of the distribution sector and presented recommendations that they felt would position the sector to meet the challenges of the future while at the same time generating savings for ratepayers.

The Panel's analysis suggests that restructuring the sector would increase efficiency and improve capacity while supporting economic growth in the province. Specifically, the report recommends merging Ontario's LDCs into eight to twelve regional distributors with two regional distributors in northern Ontario and six to ten regional distributors in southern Ontario. The report further recommends that service territories be contiguous, set by electrical boundaries.

To achieve consolidation, the report recommends implementing specific incentives for a defined period of time to encourage voluntary consolidation. If after two years progress is insufficient, the report recommends the government use mandatory action to achieve consolidation goals.

I want to communicate very clearly that Ontario's new Government will not legislate or force consolidation within the distribution sector. We are, however, focussed on delivering ratepayer savings and on the need to "bend the cost curve" through more efficient service delivery. Part of the solution will be a successful voluntary consolidation on a commercial basis.

.../cont'd

We are reviewing and giving careful consideration to the Panel's report and its recommendations. I am writing to ask you to do the same. I would like to hear your thoughts on the Panel's report and recommendations. I also ask you to tell me about the changes you would like to see in the sector to create efficiencies and deliver savings to ratepayers while at the same time positioning the distribution sector to meet the challenges of the future. Attached please find a copy of the Panel's report. The Panel's report can also be accessed at <http://www.energy.gov.on.ca/en/dc-panel/>.

I would appreciate receiving your comments by April 8, 2013. Please send your responses to Alex Killoch, Director, Planning and Agency Relations Branch, at the following address:

Ministry of Energy  
Regulatory Affairs and Strategic Policy Division  
900 Bay Street, 5th Floor, Mowat Block  
Toronto ON M7A 1C2

Or, if you prefer, you can e-mail your responses to: [betty.wilson@ontario.ca](mailto:betty.wilson@ontario.ca)

I am always happy to hear your thoughts on ways to reduce consumer's costs and deliver reliable electricity supply.

Sincerely,



Bob Chiarelli  
Minister

Enclosure



500 Second Line East, P.O. Box 9000  
 Sault Ste. Marie, Ontario, P6A 6P2  
 tel. (705) 759-6500 fax. (705) 759-6510

April 5, 2013

Mr. Alex Killoch  
 Director, Planning and Agency Relations Branch  
 Ministry of Energy  
 Regulatory Affairs and Strategic Policy Division  
 900 Bay Street, 5<sup>th</sup> Floor, Mowat Block  
 Toronto, ON M7A 1C2

Dear Mr. Killoch:

**Re: Request of the Minister of Energy for comments on the report of the Sector Review Panel**

Please convey our gratitude to Minister Chiarelli for his letter of March 19, 2013 and this opportunity to provide you our comments in relation to the report of the Sector Review Panel. In addition, please find attached herein, the submission we made to the Panel in June 2012 on behalf of our Shareholder, the City of Sault Ste. Marie. It is included here for your reference in order to further clarify our comments below.

We commend the Minister for taking decisive action on this issue and declaring unequivocally on March 18<sup>th</sup> that the Government will not impose legislated consolidation of local distribution companies (LDCs). This is clearly the correct choice. Amalgamations should be encouraged to happen, where they benefit the customer and the shareholder, not forced upon them when there is no clear benefit to either party. We believe consolidation should occur voluntarily, on a commercial basis, driven by the merits of the business case. Mergers must be in the best interest of the customer as well as the shareholder.

PUC Services Inc. is the successor company to the former Public Utilities Commission of the City of Sault Ste. Marie (better known as "the PUC"). All the former staff of the PUC are now employed by PUC Services. We have operated, maintained, constructed and managed the water and electricity supplies (including streetlighting) for the City of Sault Ste. Marie since 1917.

As a result of deregulation of the electricity industry in Ontario in the year 2000, PUC Services now operates, maintains and manages multiple public utilities within Sault Ste. Marie and the Algoma District. We now provide services to several municipalities, school boards and other entities outside Sault Ste. Marie and as far east as Espanola. Services provided include treatment and distribution of drinking water, treatment and collection of wastewater, distribution of electricity, provision of municipal streetlighting and until just recently, provision of telecom services.

PUC Services operates, maintains, builds and manages the electric distribution system of PUC Distribution Inc. This system provides electricity to the residents of Sault Ste. Marie, the adjacent Rankin Reserve (the Batchewana First Nation), and the adjacent Townships of Prince and Dennis, for a total of almost 33,000 customers. In addition, PUC Services operates, maintains, builds and manages the drinking water supply and distribution system for the urban area of Sault Ste. Marie as well as the adjacent Rankin Reserve. This represents a total of almost 26,000 additional customers. Furthermore, PUC Services operates and maintains the wastewater treatment facilities that serve residents of Sault Ste.

Marie and Rankin Reserve, approximately another 26,000 customers. Thanks to the economies of scope realized by PUC Services resulting from the synergies of shared resources utilized to serve this combined total of nearly 85,000 utility customers in and around Sault Ste. Marie, our residential customers enjoy electricity costs that are typically in the lowest 10% for total bill across the province as well as one of the lowest combined water/wastewater bills in the province.

The negative impacts to residents of Sault Ste. Marie and surrounding area should the Province do anything that would require Sault Ste. Marie to separate its electric operations from its water/wastewater operations would be significant. The primary and net result would be increased costs to our customers, both for water and for electricity. The economies of scope currently realized by PUC Services provide significant benefits to the residents and business of Sault Ste. Marie and surrounding area. (please refer to attached Panel submission for further details) We petition the Government to NOT do anything that would jeopardize our ability to continue the existing synergies of our shared resources.

We believe the Government should take a holistic approach to the provision of municipal public utilities across the province. The Government should take immediate action to eliminate barriers, whether legislative or regulatory, that prevent LDCs from expanding the scope of services they may provide. In order to permit other communities across the province to take advantage of the economies of scope that Sault Ste. Marie has enjoyed since 1917, we recommend the Government amend (or create) legislation, such as the Electricity Act, so as to allow LDCs to own, operate, maintain, construct and manage all forms of municipal public utilities, including drinking water, wastewater, natural gas, streetlighting, telecommunications, etc.

With respect to the existing regulatory framework, in some respects the impact of increased regulatory burden imposed by the OEB has had negative impacts (i.e. increased cost) on electricity customers. The onerous regulatory requirements of the OEB that are being placed on 100% municipally owned utilities seem excessive on balance to any potential benefit. For example the extensive OEB rate approval requirements do not seem warranted when the utility must answer to the municipal shareholder for any profits or losses incurred by the utility and that same shareholder is already very much concerned and responsible for many cost factors to those same customers for the extensive municipal services the City provides. We recommend the Government reduce or remove regulatory burden for municipally owned LDCs in order to provide additional cost savings to electricity customers. For example, the regulatory model used in the USA could be adopted where only investor owned utilities would be regulated by the OEB and municipally owned utilities would be regulated by their municipal councils.

The EDA, in its submission to the Panel in 2012, proposed a Six Point Plan that would save Ontario's electricity customers approximately \$540 million annually or \$4.2 billion in present value savings over a decade. The EDA's Six Point Plan includes the following:

1. Expand the scope of LDC operations to manage water and wastewater services (\$ 180 million)
2. Permit LDCs to carry out street lighting work (\$15 million)
3. Expand LDC role in the development of CDM programs (\$20 million)
4. Improve the regulatory framework within which LDCs operate (\$15 million)
5. Curtail electricity retailer operations in the residential sector (\$260 million)
6. Enable voluntary consolidation of LDCs (\$50 million)

The EDA's recommendations on scope of services were ignored in the report and the Panel did not address how their vision may impact on the EDA's vision for achieving efficiencies through increased

scope. The Panel predicts a savings of \$217 million average per year from scale and continuity benefits but leaves about \$180 million per year from increased scope benefits unrealized. In fact the Panel ignores the potential impact on current affiliates from the creation of regional distributors – many affiliates, like PUC Services, share staff and other resources, the synergies of which could be lost.

The Panel estimates that forced consolidation would result in savings of approximately \$70 per year for every customer by the end of 10th year. If the EDA's recommendations are adopted it would result in about \$165 per year for every customer by the end of the 10<sup>th</sup> year.

The EDA represents all electricity distributors across the province and is therefore well positioned to identify potential cost savings for all electricity customers in Ontario. **We support the EDA's recommendations and recommend that the Government work closely with them to bring the Six Point Plan to fruition.**

Once again, thank you for this opportunity to share our thoughts with you on this very important issue. We look forward to working with the Ministry to produce meaningful outcomes that are in the best interest of our customers and shareholder alike.

Please do not hesitate to contact me should you have any questions or require anything further.

Yours truly,  
PUC Services Inc.



Dominic Parrella, P. Eng.  
President & C.E.O.

Tel: (705) 739-6552 Cell: (705) 941-8386 Email: dominic.parrella@sampuc.com

cc. The Honourable David Orazietti, Minister of Natural Resources  
Mayor and Council, City of Sault Ste. Marie  
Board of Directors, PUC Services Inc. & PUC Distribution Inc.

Attachment: City of Sault Ste. Marie's Submission to the Sector Review Panel, June 2012

SUBMISSION TO THE SECTOR REVIEW PANEL, JUNE 2012  
SUBMITTED BY PUC DISTRIBUTION INC. ON BEHALF OF  
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BACKGROUND

Prior to the restructuring of the electricity sector in Ontario, the Public Utilities Commission of the City of Sault Ste. Marie provided both electricity and water utility services to residents and businesses of this community. In order to retain the obvious synergies in providing both electric and water services the assets and operations of the Commission were placed in a holding company called PUC Inc. which had several subsidiaries.

**PUC Distribution Inc.** is the local distribution company (LDC) and owns the electricity distribution assets in Sault Ste. Marie.

**PUC Energies Inc.** was created to find and develop business opportunities in the energy services sector. Energies owned a hot water tank rental business which was sold and the remaining assets merged with PUC Services Inc in 2010.

**PUC Telecom Inc.** provided high speed broadband telecommunications services over a fibre optic network in the city. This profitable enterprise was sold to Ontera in October 2011.

**PUC Services Inc.** holds the operating assets, such as personnel, vehicles and equipment, to manage the electricity distribution system under contract to PUC Distribution. Services is also under contract to provide customer care and management services to Espanola Regional Hydro. Services operates water and wastewater systems in the City of Sault Ste. Marie and in several smaller communities in the Algoma District. Services also owns and operates several solar generation facilities and the streetlight system in the City of Sault Ste. Marie.

PUC Services was subsequently restructured for financial planning and risk mitigation purposes and is currently held directly by the Corporation of the City of Sault Ste. Marie.

Despite being a mid-sized LDC located in a relatively isolated northern location, customers in Sault Ste. Marie enjoy electricity costs that are amongst the lowest in Ontario. It is able to do so because of equipment purchase decisions made by its predecessor organization, the synergies of PUC Services operating in both the water and electrical sectors and its practice to work collaboratively with other LDCs.

PUC Distribution participates in the northeast EDA District Purchasing Consortium. The Consortium collectively purchases major equipment on behalf of eight LDCs in northeast Ontario obtaining volume discounts on purchases that total millions of dollars annually. All participants benefit from the arrangement with the smaller LDCs receiving the greatest benefits. PUC Distribution is one of 48 member LDCs of the Utilities Standard Forum (USF). USF develops engineering design standards to meet the requirements of the Electricity Safety Authority. PUC Distribution has worked with other utilities to share consulting costs for the planning and design phases of the installation of smart meters as well as conservation and demand management (CDM) initiatives. A collaborative approach with other LDCs has also resulted in cost and resource benefits being derived in the selection of service providers for various CDM programs.

## SALIENT ISSUES FOR THE PANEL'S CONSIDERATION

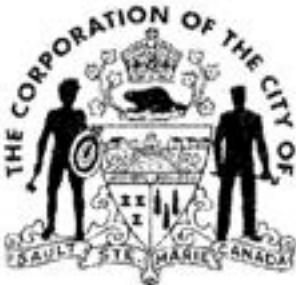
The City of Sault Ste. Marie raises three areas for the Panel's consideration.

1. Sault Ste. Marie strongly urges the Panel to recommend that any merger, divestiture or amalgamation should only proceed between a willing buyer and a willing seller. Furthermore, there should be no direct or indirect penalties for a municipality to retain its LDC nor should any unfair advantages be given to LDCs that wish to acquire other LDCs. Since restructuring, the number of LDCs has decreased from over 300 to 75. Given the amount of consolidation that has already occurred in the industry without government intervention, it would seem prudent to allow market forces to determine the eventual number of LDCs in Ontario.
2. The Drummond Report makes reference to the economies of scope that can be achieved by allowing LDCs to engage in businesses other than electricity distribution. PUC Services is an example of the synergies that can be achieved through economies of scope. The City commissioned BDR North America Inc. in 2007 to review its options with respect to PUC Inc. and its subsidiary companies. One of BDR's conclusions in its report to the City was that the value of the synergies from operating several utility services was estimated at \$600,000 annually. We believe that those savings are even larger today. Unfortunately there are artificial constraints that are encountered in operating several utility services which simply add costs and do not provide any practical protection to customers. The Panel should recommend that such constraints be eliminated so that economies of scope can be achieved at the lowest possible cost.
3. Currently the transfer tax has been suspended when a municipally owned LDC is merged or acquired by another municipally owned LDC. In this situation there is no loss of payment in lieu of taxes to the province unless the larger entity experiences a drop in profits after the acquisition or merger. The transfer tax would apply if a municipally owned LDC was acquired by an investor-owned company. The tax serves to offset the loss of the federal portion of the corporate tax. The transfer tax benefits the province at the expense of municipalities. It reduces the number of buyers for municipally owned LDCs and possibly the potential purchase price since other purchasers face the penalty of the transfer tax. The City of Sault Ste. Marie recognizes the valuable asset that it has in PUC Distribution and has no intention to sell the company. However, the position of future city councils may differ due to whatever circumstances that may arise and it would want to have the opportunity of maximizing the return on its investment in the utility.

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. PR4

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: STREET CLOSING APPLICATION – SHARON HILL SUBDIVISION II, PLAN M391**

**PURPOSE**

The purpose of this report is to seek Council's approval to close and convey a street in the Sharon Hill Subdivision II, Plan M391.

**BACKGROUND**

The Legal Department received a petition to close and convey the public street described as:

PIN 31593-0050 (LT) PCL 6942 SEC AWS; VIVIAN AV PL M391 KORAH;  
SAULT STE. MARIE

Attached as Schedule "A" is a portion of Map 54 showing the subject property.

The request was circulated to the appropriate departments. All comments were favourable. The only condition of the potential closing and conveying of the subject property is registration of an easement in favour of the owner of 610 Connaught Avenue granting access to an existing garage at the rear of 610 Connaught Avenue.

**IMPACT**

There is no significant financial impact associated with this matter.

-more-

5(0)

2013 04 22

Page 2

## STRATEGIC PLAN

N/A

## RECOMMENDATION

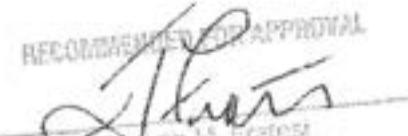
By-law 2013-60, a by-law to assume the street for public use and establish it as a public street and By-law 2013-61, a by-law to stop up, close and authorize the conveyance of the street have been prepared for your consideration and appear elsewhere on the agenda. By-law 2013-61 is before Council for the first and second reading this evening.

Respectfully submitted,

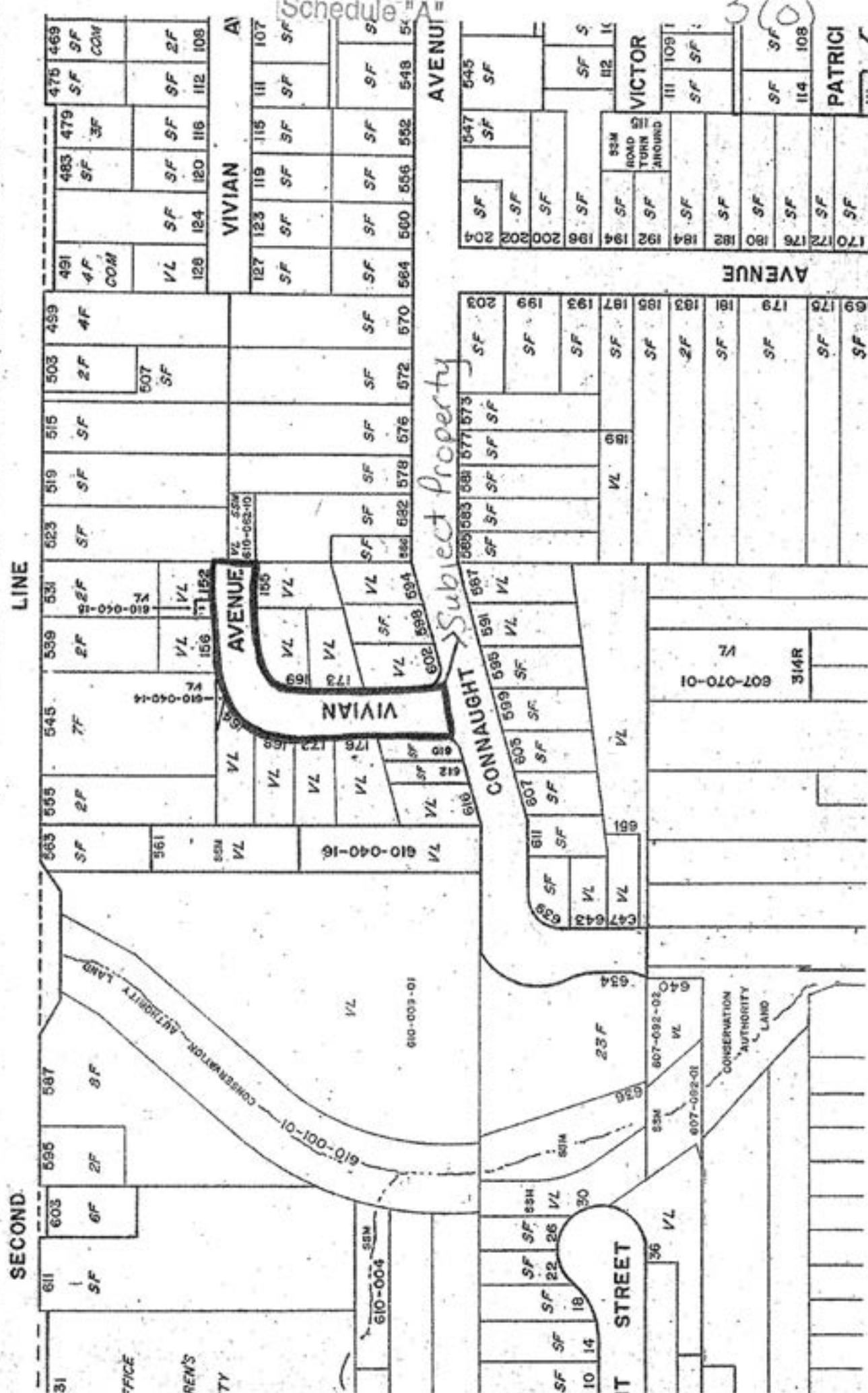


Nuala Kenny  
City Solicitor

NK/cf  
attachment

RECOMMENDED FOR APPROVAL  
  
Joseph M. Francis  
Chief Administrative Officer

cf LEGAL\STAFF\COUNCIL REPORTS\2013\Street CLOSING Spadafora Sharon Hill II SUB, PLAN M391-april22.13



Denis Desrosiers  
Manager, POA Division



Legal Department  
POA Division

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: Collections agreement with IQOR Canada for third party collection services on outstanding defaulted Provincial Offences Fines.**

#### **PURPOSE**

The purpose of this report is to request Council's approval of a Collection Services Agreement for Provincial Offences Act Fines Agreement ("Agreement") between the City and IQOR Canada Ltd. ("IQOR"). The Report also seeks Council's authorization of a further year extension of the Agreement effective May 1<sup>st</sup>, 2013.

#### **BACKGROUND**

An RFP for the Professional Collection Services of Provincial Offences Act fines closed on February 17, 2012. The Report to Council dated April 16, 2012 of Tim Gowans, Manager of Purchasing subsequently followed, which reviewed the proposals received for Professional Collection Services and recommended that Council award the tender to IQOR. On April 16, 2012, Council passed the following Resolution:

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

Due to a delay in document transmission and significant changes within IQOR, the execution of the Agreement by IQOR did not occur at the time IQOR began collection services. IQOR has provided all services as set out in the original request for proposal and continues to provide efficient collections services since May 1, 2012.

#### **ANALYSIS**

The Agreement formalizes the contractual relationship between the City and IQOR and incorporates the responsibilities of IQOR as set out in the City's RFP

2013 04 22

Page 2.

documents. The Agreement is revenue neutral since all collection costs are paid from commission fees added to the defaulted fines and commissions are paid only on defaulted fine revenue

Further, Section 1 of the Agreement provides that the "Term" of the Agreement is for a period of one (1) year commencing May 1, 2012 and ending on April 30, 2013. Section 1 of the Agreement contains a renewal clause which states that the Agreement shall renew on May 1<sup>st</sup> of each year thereafter upon the same terms, covenants and provisions, upon the mutual agreement of the City and IQOR, so long as the Agreement is not previously cancelled or terminated and so long as IQOR has complied with and performed all conditions as set out in this Agreement.

The Agreement has not been cancelled or terminated to date. Further, IQOR has competently complied with and performed all conditions as set out in the Agreement.

### **IMPACT**

Third party Collection services ensure that defaulted fines continue to be enforced as required under the Memorandum of Understanding with the Province.

### **STRATEGIC PLAN**

Collection of *Provincial Offences Act* fines is not an activity listed in the Corporate Strategic Plan.

### **RECOMMENDATION**

It is therefore recommended that Council authorize the execution of the Agreement to formalize the contractual relationship between the City and IQOR for Professional Collection Services. By-law 2013-69 appears elsewhere on the agenda and is recommended for approval.

Further, it is recommended that Council authorize the renewal of the Agreement subject to the same terms, conditions and provisions for a further period of one (1) year commencing May 1<sup>st</sup>, 2013 and ending on April 30, 2014, and allow for further one (1) year extensions by mutual agreement thereafter.

Respectfully submitted,

Denis Desrosiers  
Manager  
Provincial Offences Division

Recommended for approval,

Nuala Kenny  
City Solicitor

RECOMMENDED FOR APPROVAL  
  
Joseph M. Prados  
Chief Administrative Officer



# CITY COUNCIL RESOLUTION

5(p)

Date: April 16, 2012

Agenda Item

5(f)

MOVED BY  
SECONDED BYCouncillor  
CouncillorL. Turco  
M. Bruni

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

 CARRIED  
 REFERRED DEFEATED  
 OFFICIALLY READ NOT DEALT WITH AMENDED DEFERRED  
\_\_\_\_\_  
SIGNATURE

- C.A.O.
- City Solicitor
- Comm. Finance/Treasurer
- Comm. Eng. & Planning
- Comm. Human Resources

- Comm. Community Services
- Comm. P.W. & Transportation
- City Clerk
- Fire Chief
- Police Chief

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

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



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

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

2012 04 16

Mayor Debbie Amaroso and  
 Members of City Council

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

**PURPOSE**

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

**BACKGROUND**

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

**ANALYSIS**

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

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

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

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

-More-

2012 04 16  
Page 2

56(P)

### **IMPACT**

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

### **STRATEGIC PLAN**

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

### **RECOMMENDATION**

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

This report is submitted for Council's approval.

Respectfully submitted,

  
Tim Gowans

Manager of Purchasing

Recommended for approval,

  
W. Freiburger

Commissioner of Finance & Treasurer

TG:tg

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi

Chief Administrative Officer

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



**Public Works and  
Transportation Department**

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: COMMUNITY SAFETY ZONES ('CSZ')  
McNABB STREET – PINE STREET TO LAKE STREET  
SPEEDING CONCERN**

#### **PURPOSE**

This report is in response to the Council resolution dated 2012 12 03:

*Whereas constituents residing along McNabb are very concerned about the speed of vehicular traffic; and*

*Whereas under the Highway Traffic Act municipalities do, on occasion, request that a certain stretch of highway (which includes roads, streets, drives, avenues, etc) be designated as a Community Safety Zone, if traffic safety within the area is of special concern; and*

*Whereas this seems to be especially true if there is a school, senior citizen residence, daycare, hospital or a large mall in the vicinity and accidents are bound to happen if preventative or extra measures are not put into place; and*

*Whereas McNabb Street is a major arterial route connecting to all the above and*

*Whereas any area that is designated as a Community Safety Zone is dealt with in a much more severe way by the courts*

*Now Therefore Be It Resolved that appropriate staff be requested to investigate the process, potential and implications of McNabb Street being designated as a Community Safety Zone and report back to City Council with Recommendations associated with such a designation.*

Further to the resolution above, a petition has been organized, received and reviewed by City staff. Approximately, 47 residents (McNabb Street residents between Pine St and Lake St) and 27 individuals from St. Bernadette's School have signed a petition. There were additional residents along McNabb Street that signed the petition, but, they do not live in the study area. The petition asks that McNabb Street be designated a Community Safety Zone and that increased enforcement by Police Services be effected. It should be noted that only 1 household between Pine Street and Lake Street have children attending St. Bernadette School and they did not sign the petition.

## BACKGROUND

McNabb Street is currently classified as an arterial street in our transportation master plan having a maximum width of 20m. Current traffic volumes on McNabb Street are approximately 25,000 vehicles per day. McNabb Street is the main arterial in this area of the city connecting the east and west. Our data indicates 68 reported collisions over last 10 years, thus averaging 7 collisions per year.

It is understood that the portion of McNabb Street that is the main focus of the concern is between Pine Street and Lake Street. As is noted on the attached figure (Figure No. 1), a third signalized intersection dissects McNabb Street at Pentagon Boulevard. The distances are approximately 365m between Pine Street and Pentagon Boulevard, with approximately 555 m between Pentagon Boulevard and Lake Street.

There are five lanes of traffic along this portion of the roadway, two in each direction with a dedicated turn lane to facilitate safe movements into the residential driveways and the three other residential streets to the south (Linstedt Street, Windsor Street and Cartier Street).

McNabb Street was last reconstructed in 1996.

As Council is well aware, St. Bernadette's School is located along this portion of McNabb Street. Important to note is St. Bernadette's School has a chain link fence along its McNabb Street frontage and has developed its bus bay off of the rear portion of the property (ie. at the intersection of Placid Avenue and Palace Drive). Critical to note, is this school is scheduled to be merged and relocated to the current location of St. Basil Secondary School. It is understood this is intended to occur in the Fall, 2014.

The City of Sault Ste. Marie also employs three adult crossing guards (two at the intersection of Pine Street and McNabb Street and one at Pentagon Boulevard) to facilitate the safe crossing of students to and from St. Bernadette School. These guards will be utilized until such time as the school is closed.

## ANALYSIS

The resolution is correct in the fact that the Highway Traffic Act allows for the designation of Community Safety Zones ('CSZ'). Section 214 states the following:

The council of a municipality may by by-law designate a part of a highway under its jurisdiction as a Community Safety Zone if, in the council's opinion, public safety is of special concern on that part of the highway. When a designation is in effect, the by-law may specify the hours, days and months when the designation is in effect. The municipality shall ensure that signs denoting a Community Safety Zone are erected in accordance with the regulations.

As per the Act, there are potentially more severe penalties if a driver is caught committing a traffic offence in a Community Safety Zone. In general, the Act indicates that the offender may be subject to amounts double the standard fines set out in the Act for each kilometer per hour that the motor vehicle was driven over the speed limit.

Our research has indicated that Community Safety Zones have been studied by many municipalities in Ontario and have been found to be an ineffective tool for reducing speeds. As a result of the studies and consequently their ineffectiveness, many municipalities have decided not to implement new Community Safety Zones. Some have recommended the removal of current Community Safety Zones and others have decided to maintain the Community Safety Zones currently in place, but, will not implement new ones.

A report for the community of Cambridge indicates, "Many other municipalities in Ontario have found similar results and as a result, have removed and/or recommended that no further CSZ's be installed. Both the Cities of Kitchener and Waterloo have removed all CSZ's under their jurisdiction and do not recommend new installations. The City of Guelph does not install CSZ's based on the effectiveness found by other municipalities. The Region of Durham has recommended discontinuing the practice of installing CSZ's. The City of Vaughan has ten CSZ's, which were all deemed to be ineffective based on studies conducted. The City of Burlington, City of Brampton, Region of Halton, City of Hamilton and City of Toronto have all recommended that no new CSZ's be implemented, based on their own individual analysis."

The same report continues with the following information:

"In 2001, Intus Road Safety Engineering Inc. surveyed 30 Ontario municipalities to gather information on the effectiveness and/or efficiency of CSZ's. The report resulted in the following concluding statement:

"Given the repeated attempts that have found CSZ's have had no definitive impact on operating speed, and safety performance, and provided the same results from analogous studies on other regulatory changes that are conveyed to the driver by roadside signs (i.e. lowering speed limits), it is reasonable to conclude that CSZ's are ineffective at changing travel speeds, or improving safety (i.e. decreasing collision frequency or severity)."

In addition to the speed analysis within CSZ's, it has also been documented that it is difficult for Police Services to provide sufficient resources to enforce CSZ's.

The data shows that speeds within the CSZ's have actually increased since they were installed."

From a City of Hamilton report, Community Safety Zones (CSZs) are really an enforcement technique rather than a speed limit setting issue. In a CSZ, fines are increased, but conditions are otherwise unchanged.

Within our community, the implementation of radar displays have resulted in a slight decrease in the 85<sup>th</sup> percentile (reduction on 1.5 – 2 km/hr) and our studies indicate the use of school zone flashers have an even more modest effect (ie. 0.5 – 1 km/hr). When both units have been implemented together – the 85<sup>th</sup> percentile has remained 5 – 10 km/hr above the normal 50 km/hr speed limit.

As collisions will occur along any segment of roadway, traffic modelling software has been developed to aid in developing safer roadways. This software allows you to predict under current conditions an expected collision rate on an annual basis. For this segment of roadway, given the number of lanes, number of driveways, number of side streets, sidewalks on both sides and the posted speed limit of 50 k/hr, the model indicated we should expect 5 collisions per year resulting in injuries or potential fatalities. We should also expect 10 collisions per year resulting in property damage for a total of 15 collisions per year. In summary, the modelling software indicates that for a 10 year period, a total of 150 collisions should be anticipated.

In summary, the following has been considered:

- our data indicates 68 reported collisions over the last 10 years – which is less than half of that anticipated by modelling software;
- the design features (ie. traffic signals, dedicated turning lane, etc.) are allowing for the flow of traffic in a controlled, safe, manner;
- the school has implemented safety features (ie. chain link fencing) and the City employs three crossing guards in the immediate area for the protection and safe crossing of the students;
- there are sidewalks on both sides of the street; and
- the school will be closing in upcoming years.

In summary, PWT – Traffic Division does not recommend a Community Safety Zone be implemented for this portion of McNabb Street or any other street at this time. Our research indicates that Community Safety Zones are ineffective at changing travel speeds or improving safety. In this particular instance, it is staffs' understanding that McNabb Street is functioning as it was designed and based on accident history, no major concerns are noted.

Based on our findings, we do recommend PWT – Traffic Division work with Police Services to implement the use of radar display boards and other radar devices in this area and to continue to educate the residents of Sault Ste. Marie as to travelling at safe speeds.

## **IMPACT**

The recommendation of this report has no additional budgetary impact.

## **STRATEGIC PLAN**

The recommendations of this study are not linked to any activity of the Corporate Strategic Plan.

## RECOMMENDATION

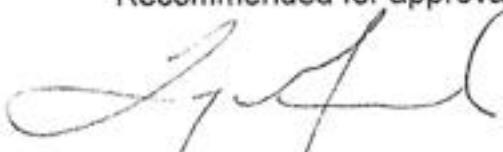
"That the report of the Deputy Commissioner concerning the implementation of Community Safety Zones in Sault Ste. Marie and traffic safety concerns on McNabb Street be received as information."

Respectfully submitted,



Susan Hamilton Beach, P. Eng.  
Deputy Commissioner

Recommended for approval,



Larry Girardi  
Commissioner



RECOMMENDED FOR APPROVAL  
Joseph M. French  
Chief Administrative Officer

Figure No. 1  
5(g)



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



**Public Works and  
Transportation Department**

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: BYRNE/MORRISON AND NORTH STREET INTERSECTION**

**PURPOSE**

The purpose of this report is to update Council on the traffic safety issue at the above noted intersection and seek approval of PWT and Engineering's recommended changes to the intersection.

**BACKGROUND**

A report was presented at the meeting of Council on 2013 01 07 with the following resolution carried:

*"Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 01 07 concerning Byrne/Morrison and North Street Intersection be accepted and the following recommendations be approved:*

- 1) *authorize the Legal Department to prepare by-laws for the temporary closure of the east leg of Byrne Street, the restricting of left turns onto Morrison Avenue for vehicles travelling south on North Street and making Morrison Avenue a one-way street for approximately 34m east of its intersection with North Street.*
- 2) *authorize the Engineering and Planning Department to conduct a Public Information Centre (PIC) concerning the above changes and to report back to Council with the results of the PIC, along with a design, cost estimates and implementation schedule for a permanent closure."*

A public information session was held on 2013 02 06 with approximately 30 people in attendance. The majority of the residents in the immediate area were in support of the closure of the most easterly end of Byrne Avenue. There was opposition voiced for the conversion of Morrison Avenue to one-way.

2013 04 22

Page 2

## ANALYSIS

Upon review of the concerns of the Morrison Avenue hill residents, staff recommends proceeding with all the changes except for the conversion of Morrison Avenue to one-way. Staff recommends proceeding with the temporary closure of the most easterly end of Byrne Avenue this Spring. This temporary by-law will be in place until such time as the road closure is constructed and can be surveyed.

By-law No. 2013-49 and 2013-70 found elsewhere on Council's agenda tonight authorizes the temporary closure. PWT recommends that the implementation of this closure will be funded from the Operation's budget. The curb will be extended continuously throughout the intersection, and the existing guardrail will be relocated to the end of Byrne Avenue. Signage will be used to implement the remaining by-law changes (ie. no left turns from North Street onto Morrison Avenue).

## IMPACT

The Engineering and Legal Departments are in support of the changes to mitigate the traffic safety concerns at this location.

## STRATEGIC PLAN

The focus of this report is not included in the Corporate Strategic Plan.

## RECOMMENDATION

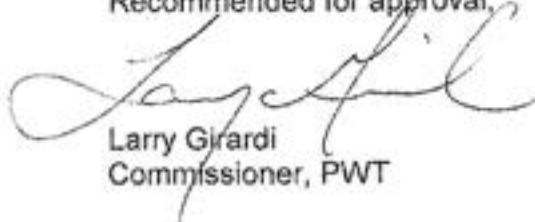
That the report of the Deputy Commissioner be accepted as information and furthermore that By-law No. 2013-49 and 2013-70 found elsewhere on Council's agenda be approved.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.  
Deputy Commissioner, PWT

Recommended for approval,



Larry Girardi  
Commissioner, PWT



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

Don Scott  
Manager  
Transit & Parking



Public Works  
& Transportation Department  
Transit Division

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: PERMISSION TO PURCHASE ONE (1), 40 FOOT LOW FLOOR NOVA BUS**

**PURPOSE**

The purpose of this report is to request your approval to purchase one (1), 40 foot low floor bus from the Nova Bus Corporation.

**BACKGROUND**

During the 2013 City budget meeting of April 08, 2013, City Council approved the purchase of one (1), 40 foot low floor bus.

At the meeting of August 15, 2011, City Council approved the purchase of four (4), 40 foot low floor Nova Buses. In addition, at the meeting of April 11, 2012, City Council approved funding for the purchase of one (1), 40 foot low floor Nova Bus.

**ANALYSIS**

The five Nova buses have proven to be very dependable and popular with our customers, mechanics and operators. The buses have performed beyond our expectations and we feel that we are operating the best bus on the market.

**IMPACT**

Total cost for the bus is \$424,695. Funding for the bus would see \$309,032 from a onetime MTO Capital Grant and \$115,663 from the Transit Equipment Reserve.

**STRATEGIC PLAN**

The recommendation to purchase the 40 foot bus is highlighted in the Strategic Plan under the section "Strategic Direction 1: Developing Solid Infrastructure."

**RECOMMENDATION**

It is recommended that Council approve staff to proceed with the purchase and delivery of one (1), 40 foot low floor bus from Nova Bus Corporation.

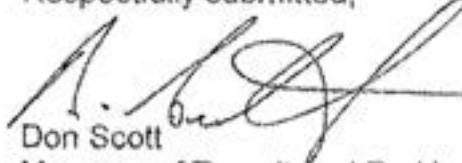
—More—

5(s)

2013 04 22

Page 2

Respectfully submitted,

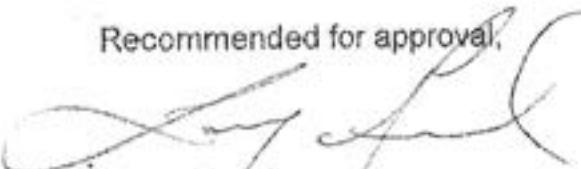


Don Scott

Manager of Transit and Parking

DS/ep

Recommended for approval,



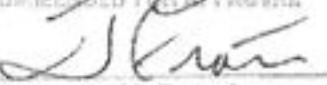
Larry Girardi

Commissioner

Transportation

Public Works and

RECOMMENDED FOR APPROVAL



Joseph M. Fratantoni

Chief Administrative Officer

Larry Girardi  
Commissioner



Public Works &  
Transportation Department

2013 04 22

Mayor Amaro and  
Members of City Council  
Civic Centre

## **RE: LIONS CLUB – POINTE DES CHENES CAMPGROUND**

### **PURPOSE**

The purpose of this report is to inform Council of Public Works and Transportation's desire to extend the current contract with the Lions Club. It is also the wish of Council to come to an agreement with the Lions Club that would relieve the City of the financial burden of operating the Park. The Lions Club understands the position of Council and will put forward a plan to assist them in being self-sufficient.

### **BACKGROUND**

The Sault Ste. Marie Lions Club operates the Pointe Des Chenes Campground. This Campground is a 10 acre City-owned site adjacent to the Pointe Des Chenes day use park. There is a five-year renewable agreement in place with this club that the City last signed in May of 2005. There also is a clause that allows the agreement to be extended one year at a time.

The following is information with regard to the Lions Club operation:

- 100% of the net profit is returned to the community through various donations to community needs or reinvestment in the Campground.
- The members of the Sault Ste. Marie Lions Club donate considerable amount of volunteer time towards the Campground operations; and
- The Lions Club has operated the Campground for the past 26 years.

2013 04 22

Page 2

As part of the present agreement, the Lions Club, on an annual basis provides the City with a statement of income and expenses. The 2012 statement is attached for Council's information. It is noted in the statement that the club has enjoyed another successful year.

### **IMPACT**

The volunteer time provided by the Lions Club allows locals and visitors alike to enjoy the benefits of a well maintained campground.

### **STRATEGIC PLAN**

The recommendations of this report are not directly linked to any activity of the Corporate Strategic Plan, but, can be considered under Strategic Direction 3: Enhancing Quality of Life.

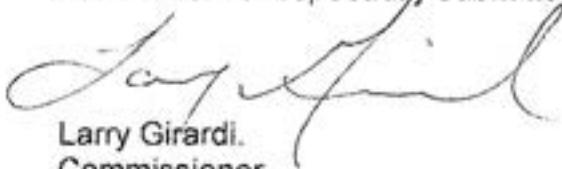
### **RECOMMENDATION**

It is staff's opinion that the Lions Club should be commended for operating the Campground and providing a facility that is available for the enjoyment of both local residents and tourists alike. Lions Club does understand that it is the wish of Council to have both Staff and the Lions Club work on a plan that will allow the Lions Club to continue with the operation of the park but with minimal or no financial support from the City.

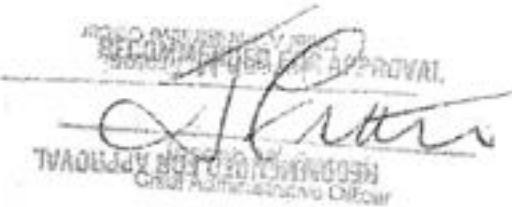
It should be understood that the camping season is quickly approaching and it would not be possible to complete a plan in short order. The Lions Club will be asking that we continue with the present arrangement and allow them time to formulate a plan on how they will continue to operate the campground with little or no support from the City.

Staff recommends a one year extension to the existing agreement which will allow the Lions club time to put a plan in place that will acceptable by all parties.

All of which is respectfully submitted.



Larry Girardi.  
Commissioner  
Public Works and Transportation



RECEIVED MAY 14 2013  
RECOMMENDED FOR APPROVAL  
TUESDAY MAY 14 2013 10:09 AM  
Great Administrative Division



**The Lions Club of Sault Ste. Marie  
Ontario**

**Report**

**for**

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

**Involving the Operation**

**of**

**Pointe Des Chenes  
Family RV Park & Campground**

**April 22, 2013**

Mayor Amaroso, Members of Council

We would like to thank you for requesting a report from our Lions Club with regard to the operation of Pointe Des Chenes Campground. We clearly understand that your wish to reduce, or fully eliminate maintenance costs of the Campground is a priority of Council.

Meetings have been held with Mr. Girardi and members of staff to gain a better understanding of current costs paid for by the City within its budget and we will do our best to eliminate these to the best of our ability.

We will continue to work with the City and the PUC to provide potable water.

We propose an expansion of the Campground and an upgrade of the hydro capacity on all sites from the current 15, or 30 amps service to a minimum of 50 amps. The additional sites in the expansion, along with the hydro upgrade, would provide the Lions Club with increased revenue to eliminate current and future maintenance costs in your annual budgets. This new revenue would also allow us to pursue other needed improvements during the years ahead.

The Campground currently has 108 sites, 70 of which are rented to seasonal customers at a rate of between \$1380.00 and \$1500.00 before HST. Additional sites and upgrading the hydro capacity could increase annual revenue by approximately \$48,000.00 a year. If the additional sites also incorporated direct sewage disposal to a separate holding tank, higher rates for these new sites will raise new revenue closer to \$55,000.00. This benefit to users is not currently available anywhere in the Campground. We generally have between 40 and 50 people on a waiting list each season, over and above our returning customers and feel the new sites would be easily rented. By using a separate holding tank, whether or not direct sewage disposal is incorporated, it would prevent further demands on the current system posed by the site expansion.

It has been roughly estimated that to put in a new road, clear the land, install a sewage holding tank and upgrade the hydro capacity to the entire campground could cost \$200,000.00, or more. When the actual costs are determined and results of our Trillium Grant application are known, we will report to you with

options available to us at that time. We would ask your permission to utilize the assistance of City Staff to plan the project, determine actual costs and prepare an application for a Trillium Grant.

If we are unsuccessful in obtaining a Trillium Grant we may ask your consideration of a loan to allow the project to be undertaken. The terms could be determined so that the repayment of any loan was returned to the City in the shortest timeframe possible.

Back in 1990 when the Memorial Gardens required a new Time Clock and Winch, the City was not in a position financially to absorb the approximate \$60,000 purchase and installation costs. Our Lions club put up \$54,000 of the cost and through recovery of advertising revenues realized a return of our loan in approximately seven years. Cost to the City to complete the project was \$6,000.00.

We have also supported various other initiatives put forth by the City over the years but most recent would likely be the purchase of six benches on the waterfront, during the development of the area between City Hall and the Library.

Our club continues to be actively involved with our "Lions Place" seniors housing apartment building, which opened in 1989. We remember with pride the great relationship between the Mayor, City Council, Mr. Duffy and our Lion's Club to make this project a reality.

We mention these examples so you are aware that partnering with our Lions Club is not a new venture for the City of Sault Ste. Marie. Our record with regard to these projects including over 26 years in the active management and administration of Pointe Des Chenes Campground continue to reinforce the Lion's motto "We Serve".

Due to the age of the Campground it will require several improvements in the coming years to operate efficiently and effectively. The proposed site expansion and hydro upgrade will provide the funds to help get us started in the right direction.

We have listed some of the possible Short and Long Term Goals that Campground Expansion Revenue will help us address in the future.

Possible Short Term Benefits of the Additional Site Revenue:

- \* Eliminate current and future annual costs of \$30,000 to the City of Sault Ste. Marie with regard to the water treatment and other maintenance of Pointe Des Chenes Family Campground. Allowing the Lions Club of Sault Ste. Marie, Ontario to expand the size of Pointe Des Chenes Campground and complete an upgrade of the outdated electrical service will help it meet the needs of Modern Trailers and Recreation Vehicles.

Possible Long Term Benefits of the Additional Site Revenue:

- \* Installation of Playground Equipment for the Children
- \* Complete renovations of the two existing Comfort Stations and possible construction of an additional one to service the larger population of campground.
- \* Pavement of all roadways within the Campground to reduce dust
- \* Construction of a Recreation Building for the sale of Canteen products and a meeting place for social activities
- \* Construction of a new building to house laundry facilities with a separate holding tank for waste water so as to not overload our existing septic system.

In closing, we thank you for your time and consideration of our report and we will continue to do our best to operate Pointe Des Chenes Campground on your behalf. With your approval, we will work with City staff to develop a longer term of agreement between the City and Lions Club.

Sincerely,

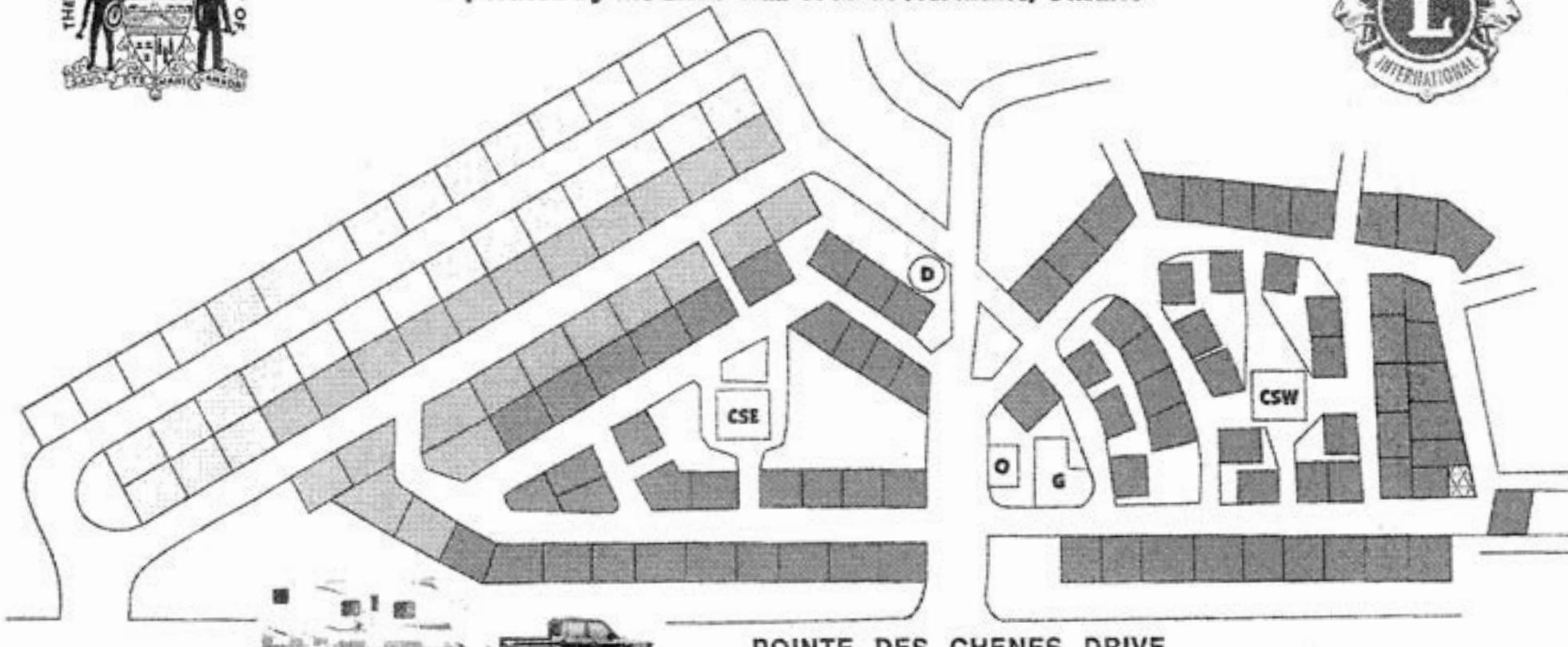
Janet Gawne

Lion Janet Gawne  
President



## THE CORPORATION OF THE CITY OF SAULT STE. MARIE POINTE DES CHENES FAMILY RV PARK & CAMPGROUND

Operated by the Lions Club of Sault Ste. Marie, Ontario



D - DUMPING STATION

G - GARAGE

O - OFFICE

CSE - COMFORT STATION EAST

CSW - COMFORT STATION WEST

*Thank you for choosing Pointe Des Chenes Family RV Park & Campground. Enjoy your stay!*

**EXISTING SITES**

**15 AMP**

**30 AMP**

**TENT**

**PROPOSED**

5(+)S



The Lions Club of Sault Ste. Marie, Ontario  
Box 20106, 150 Churchill Blvd.,  
Sault Ste. Marie, Ontario  
P6A 6W3

January 31, 2013

The Corporation of the City of Sault Ste. Marie  
C/o Mr. Larry Girardi, Commissioner  
Public Works & Transportation  
128 Sackville Road  
Sault Ste. Marie, Ontario  
P6B 4T6

Dear Sir:

We are pleased to submit this report to you concerning the operation of Pointe Des Chenes Campground and our attached financial statement for 2012.

Members of our Lions Club, management and staff have concluded another successful year at Pointe Des Chenes Campground. Lions members and in particular our Lions Campground committee, continue to do their very best to insure everyone using the park is an enjoyable experience. A considerable number of volunteer hours (844) were contributed towards the Campground's operation in 2012. Lions, along with some family members, representatives from the 2310 Royal Canadian Army Cadets, community volunteers and many of our campers contributed their time throughout various parts of the season.

Our weather was favourable again this season and rentals were good with the exception of a few weeks when the public beaches were closed due to unacceptable water quality. Many visitors to the Campground continue to appreciate the efforts of staff and campers to host many special events during the season.

A large number of day visitors also used the campground in 2012. They spent time with friends and relatives camping with us. When these visitors are added to the total number of rental customers, the campground is always busy each summer.

### 2012 Pointe Des Chenes Campground Improvements & Equipment Purchases

In addition to the \$4,700.00 in general repairs and maintenance at the Campground the following were also completed at a cost of over \$33,000.00 to the Lions Club:

- ❖ Electrical repairs due to an early summer lightning strike.
- ❖ An automated gate entry system which was long overdue. This old manual entry system was not only tedious but time consuming. The new system is easier to use and has provided additional security to the campground.
- ❖ Purchase and Installation of over 100 Commeters to monitor hydro usage. This will allow us to record individual site hydro use and bill customers accordingly. Other campgrounds that have installed this system or a similar type have seen a dramatic reduction in power and cost to the customer and operator and it is our hope that this will contribute to noticeable electricity conservation.
- ❖ Comfort Stations had new lighting installed; plumbing replaced and doors frames and closures revamped.
- ❖ The basketball court was repaired and repainted.

### 2012 Pointe Des Chenes Campground Environmental

- ❖ 25 trees were removed by City staff due to disease and or potential danger to the campers and staff in the fall of 2011. Regrettfully another 30 will need to be removed in the spring of 2013 and approximately 15 will need trimming.
- ❖ 75 trees were planted in the summer of 2012 with assistance from Mr. Don McGorman from Clean North, The Ontario Forest Research Institute, Campers and our staff. This was the fifth year we have planted trees at the park and will continue to do so this coming year.
- ❖ Our ultimate goal will continue to improve on energy conservation, improve the water system, beautify the campground and increase privacy for the campers.
- ❖ Our recycling efforts continue to bring increased participation from campers and there is an ongoing demand for containers.

### 2012 Pointe Des Chenes Campground Special Events

- ❖ All Campground Special Events were well received and included Canada Day celebrations, Halloween in July, Family Volley Ball Tournaments, Cardboard Boat Races, Family Washer Toss Tournament, Wii Bowling Tournament, Minnow Racing, Frisbee Golf Tournament, Dog Parade, weekly games, kid's crafts, kid's campfires and daily soccer. Prizes were provided by the Lions Club and donations from campers.
- ❖ A "Relay for Life" luminary ceremony in conjunction with the Canadian Cancer Society on June 9<sup>th</sup> was held and about 100 luminaries were sold @ \$5.00. This was organized by the campers and is sincerely appreciated by the Lions Club.

We extend a special thank you to the Mayor, members of City Council, Public Works & Transportation and the Parks Department management and staff for their kind support and

assistance to the Lions Club. We have completed our 27<sup>th</sup> year operating and improving the campground in partnership with the City of Sault Ste. Marie and are looking forward to another successful season in 2013.

Our sincere appreciation is given to our Park Manager Mr. Ken Montgomery, his wife Debbie and the students working for the summer who significantly contributed to the success of the 2012 season. Our staff continued to provide consistent high levels of customer service while making improvements to existing programs, maintaining others and introducing new ones. Our customers and members of the Lions Club are sincerely grateful for their efforts.

We also wish to acknowledge the many loyal customers using Pointe Des Chenes Campground for their seasonal, monthly, weekly, or daily rentals and to those who found extra time to volunteer and participate in the children's programs and other activities. We thank those who make a special effort to actively participate in the conservation of hydro and use recycling programs.

The majority of our customers reside in Sault Ste. Marie and surrounding area but visitors also came from other Provinces, parts of the United States and other countries around the World. The following is a summary of the 553 rentals in 2012 and their respective percentage of the total.

Alberta, Manitoba, Nova Scotia, Quebec, Saskatchewan, British Columbia, Ontario (non SSM), Maine, Michigan, Minnesota, Ohio, Oregon, Wisconsin, Australia, Germany, Switzerland, Iran and Sault Ste. Marie.

Provinces (other than Ontario) - 25 Rentals 5%  
Ontario (non Sault Ste. Marie) - 45 Rentals 8%  
United States of America - 14 Rentals 2%  
Other Countries - 8 Rentals 1%  
Sault Ste. Marie - 461 Rentals 84%

We look forward to working with the Park's Department to realize better water quality at the Campground. Our plans also include a review of the following and where possible their completion this coming season. Painting of all Comfort Station interiors; Paving or gravel put down outside the main entranceway to the Campground; Exterior Comfort Station Privacy Screens repaired and painted; additional sand and rework of Volleyball area, Water and Electrical Site Posts replacement, painting & numbering where needed, additional gravel for some sites, replacement sinks in the kitchen and bathroom of the main house, New Stop signs for entranceway to the park. Our existing Gator Tractor is also getting old and we will look at the cost and its replacement.

Thank you for allowing us to continue operating Pointe Des Chenes Campground on behalf of the City of Sault Ste. Marie. The Sault Lions Club continues to make improvements in the Campground and fund other service projects, which benefit our City and its residents. In addition, operating costs support local business and create employment for our Manager, office staff and summer students.

Yours sincerely,

Lion Janet Gavine  
President

Lion Anders Pedersen  
2012 Campground Chair

c.c. Mr. Travis Reid, Manager of Parks  
Secretary Lion Don Cameron,  
Sault Ste. Marie Lions Club Board of Directors  
Sault Ste. Marie Lions Club Campground Committee



The Lions Club of Sault Ste. Marie, Ontario

Box 20106, 150 Churchill Blvd

Sault Ste. Marie, Ontario

P6A 6W3

**Pointe Des Chenes Campground..... Profit & Loss Statement**  
**January 1, 2012 to December 31, 2012**

**Income**

	Rentals	Income
Seasonal 15 amp Service	50	\$69,436.00
Seasonal 30 amp Service	20	\$30,274.40
Daily Tent Site Rentals	123	\$3,302.92
Daily 15 amp Site Rentals	212	\$8,041.63
Daily 30 amp Site Rentals	31	\$1,300.95
Weekly 15 amp Site Rentals	41	\$7,738.27
Weekly 30 amp Site Rentals	5	\$1,011.05
Monthly 15 amp Site Rentals	66	\$37,237.79
Monthly 30 amp Site Rentals	5	\$3,244.45
Daily Visitor Fees	n/a	\$1,966.26
Daily Visitor Passes	n/a	\$819.26
Non Refundable Site Deposit Fees	n/a	\$500.00
Canteen Sales General	n/a	\$9,692.08
Canteen Ice Sales	n/a	\$2,914.19
Canteen Wood Sales	n/a	\$2,492.00
Winter Storage 2012-13	n/a	\$1,050.00
Student Employment Programs	n/a	\$6,265.00
<b>Total Income</b>	<b>553</b>	<b>\$187,286.25</b>
		<b>\$187,286.25</b>

**Expense**

	Expense
Manager - Salary, Benefits, W.S.I.B.	(\$25,488.43)
Office Staff - Wages, Benefits, W.S.I.B.	(\$13,341.58)
Student Staff - Wages, Benefits, W.S.I.B.	(\$17,737.60)
BDO Canada LLP	(\$6,100.00)
Bank Service Charges	(\$3,005.71)
Ceridian Payroll Services	(\$327.07)
Spring Clean Up & Fall Camper Picnic	(\$862.07)
Comfort Station Supplies	(\$1,603.08)
Garbage Removal	(\$925.50)
Gasoline	(\$973.76)
Hydro, House & Sites	(\$14,338.96)
Hydro, Sentinel Lights	(\$276.84)
Hydro, Water System Main Pump	(\$1,748.84)
Liability Insurance	(\$5,136.00)
Kids Entertainment Programs	(\$663.44)
Maintenance Repairs & Equipment + **	(\$4,701.78)
Memberships - Chamber & Bushplane Museum	(\$190.00)
Office Supplies & Postage	(\$1,491.67)
Advertising	(\$450.00)
Photocopies	(\$129.45)
Propane	(\$1,625.04)
Telephone	(\$1,860.16)
Bell Mobility	(\$99.17)
Equipment Winter Storage	(\$545.00)
Water System Maintenance	(\$15,000.00)
Canteen Cost of Sales	(\$6,230.53)
Canteen Ice Cost of Sales	(\$1,645.65)
Miscellaneous	(\$26.36)
<b>Total Expense</b>	<b>(\$126,523.69)</b>
<b>Net Income</b>	<b>\$60,762.56</b>

**2012 Campground Improvements Other \*\***

	Improvements
Gate Entry System	Lions Club (\$7,905.00)
Cometers - Hydro Usage Monitors	Lions Club (\$15,635.40)
Cometers - Installation	Lions Club (\$5,798.00)
Comfort Station Lighting Replacement & Door Repairs	Shared (\$3,298.54)
Tree Planting	Lions Club (\$375.00)
	(\$33,011.94)      (\$33,011.94)

**Net Profit 2012 Pointe Des Chenes Campground****\$27,750.62**



---

## MEMORANDUM

---

DATE: April 10, 2013  
TO: Mayor Debbie Amaroso and Members of City Council, City of Sault Ste. Marie  
c.c. Joesph M. Fratesi, C.A.O., City of Sault Ste. Marie  
FROM: Dominic Parrella, President & C.E.O., PUC Services Inc.  
SUBJECT: Council Resolution - Clearing Snow From Hydrants

---

This is in response to Council Resolution passed March 4, 2013 regarding clearing snow from municipal hydrants across the city.

PUC crews remove snow from around hydrants throughout the winter as required to ensure they are accessible for use by the Fire Department at all times. Depending on weather conditions, we schedule crews as required to keep up with snow falls through the winter. This is, generally speaking, a daunting task considering there are approximately 2,400 hydrants to maintain, and one major snow can erase all our efforts. The impact of snow plowing of streets adds to the challenge.

Under typical winter conditions, we are able to keep pace with snow falls. However, at times during frequent, heavy snow events, we may fall behind somewhat. In such conditions, we authorize overtime for our crews, and in more severe conditions, we engage contractors to augment our crews.

At the time of passing this resolution, our crews had already been working extended days and weekends for the prior two weeks in order to catch up. In addition, we had engaged a contractor, whose crews were already on their second week of assisting us. These extended hours and contracted forces continued until March 22<sup>nd</sup>.

In addition, our Water Department is regularly in close coordination with the Fire Department and the Public Works Department. Arrangements had been implemented in order to ensure the Fire Department was able to access any hydrant in response to any particular fire alarm that may have occurred during that time period.

Please let me know if I can provide anything further.



---

Dominic Parrella, P.Eng.  
President & C.E.O.  
PUC Services Inc.

5(v)



## SAULT STE. MARIE POLICE SERVICE

580 Second Line East  
Sault Ste. Marie, Ontario P6B 4K1

ROBERT DAVIES <i>Chief of Police</i>	EMERGENCY DIAL TELEPHONE	9-1-1 (705) 949-6300
BOB KATES <i>Deputy Chief of Police</i>	EXECUTIVE FAX OPERATIONS FAX	(705) 949-3082 (705) 759-7820

April 5, 2013

Mayor D. Amaroso and Members of City Council  
City of Sault Ste. Marie  
Civic Centre, 99 Foster Drive  
Sault Ste. Marie ON P6A 5X6

Dear Mayor Amaroso and Councillors:

**Re: Business Plan - Results Year Three (2012)**

Attached for the information of City Council is the *Year Three Results* of the Sault Ste. Marie Police Service's Three Year Business Plan (2010 - 2012). I am pleased to advise Council that the majority of the goals set out in the plan have been met.

The business plan is an important tool in measuring the performance of the Police Service in areas of community safety, crime prevention, and crime solvency rates. It also provides the foundation used by the Police Services Board to establish the annual Police budget.

Through strategic planning and the commitment of the dedicated men and women who provide frontline policing, Sault Ste. Marie and Prince Township will continue to be one of the safest communities in the country.

Yours truly,

Robert Davies  
Chief of Police

RDD:ah

Attachment

(d)(6)(a)

Jerry Dolcetti, RPP  
Commissioner

Donald B. McConnell, RPP  
Planning Director



ENGINEERING & PLANNING  
DEPARTMENT  
Planning Division

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application No. A-6-13-Z – filed by Tyler Pollard**

#### **PURPOSE**

The applicant is seeking a rezoning to permit the creation of an additional dwelling unit within the existing single detached residence.

#### **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 duplex dwelling, and to permit two (2) required parking spaces to be located within a required front yard.

#### **Subject Property:**

- Location – East side of Nicholas Avenue, approximately 20m north of its intersection with Irwin Avenue. Civic No. 66 Nicholas Avenue.
- Size – 15.24m (50') frontage by 46m (151') depth, totalling 702m<sup>2</sup> (7550sq.ft.)
- Present Use – Single Detached Residential
- Owners – Tyler, Peter & Marilyn Pollard

#### **BACKGROUND**

There are no previous applications.

#### **ANALYSIS**

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

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. Consequently, an amendment to Land Use Schedule 'C' is not required as part of this application.

The following Residential Policies relate to and support this application:

- R.3 Medium density residential dwellings may be integrated into low density areas subject to a 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.

The Official Plan notes that 'small scale intensification' includes among other things, apartments in houses.

The subject property has access to full municipal services and there are no significant physical constraints to permitting an additional dwelling unit, therefore, this application is supported by the Residential Policies of the Official Plan.

#### Comments

The applicant, Tyler Pollard, is seeking Council's approval to locate an additional dwelling unit within the basement of the existing single detached residence located at 66 Nicholas Street.

Referring to the Site Plan attached, the proposed duplex will require a total of three (3) parking spaces, one (1) can be located within the garage, while the remaining spaces can be accommodated within the double driveway. Given the minimal setbacks from Nicholas Street, a variance is necessary to allow two (2) required parking spaces to be located within a required front yard. It is also necessary to permit one space to be of a 'stacked' nature, in that it will be located behind the required space in the garage. There is enough depth available to ensure that vehicles will not encroach on the public sidewalk in front of the property.

The character of the surrounding area is primarily Single Detached Residential, however a major commercial use at the north end of the street and a nearby church generate additional traffic beyond local residential traffic.

#### Consultation

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

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

Building Division notes that if approved, a building permit application will be required, including appropriate plans demonstrating Ontario Building Code compliance. The applicant is aware of these requirements.

Until the drafting of this report there have been no comments or objections from any neighbours that were circulated as part of this application.

## **IMPACT**

There are no significant impacts on municipal services resulting from the approval of this application.

## **STRATEGIC PLAN**

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

## **SUMMARY**

The applicant's request to locate a basement apartment within the existing single detached residence represents an appropriate small scale residential intensification opportunity, providing much needed rental accommodation.

The property is large enough to support the intended use, and there is ample space to accommodate the necessary parking, albeit in the required front yard, which requires a Special Exception zoning.

Apart from potentially one and from time to time two extra vehicles, there will be no outward appearances that the existing dwelling functions as a duplex. Consequently, land use impacts to nearby neighbours will be negligible.

## **RECOMMENDATION**

That City Council approve this application and rezone the subject property from "R2" (Single Detached Residential) zone to "R2.S" (Single Detached Residential) zone with a Special Exception to permit a duplex dwelling, in addition to the uses permitted in an "R2" zone, subject to the following provision:

1. That the required parking for the duplex dwelling may be located within a required front yard and;
2. That the required parking spaces may be stacked.

6(6)(a)

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)

RECEIVED APPROVAL  
100-100-100-100  
Jason St. Hilaire  
100-100-100-100

Side Plan of Property

(d)(b)(a)

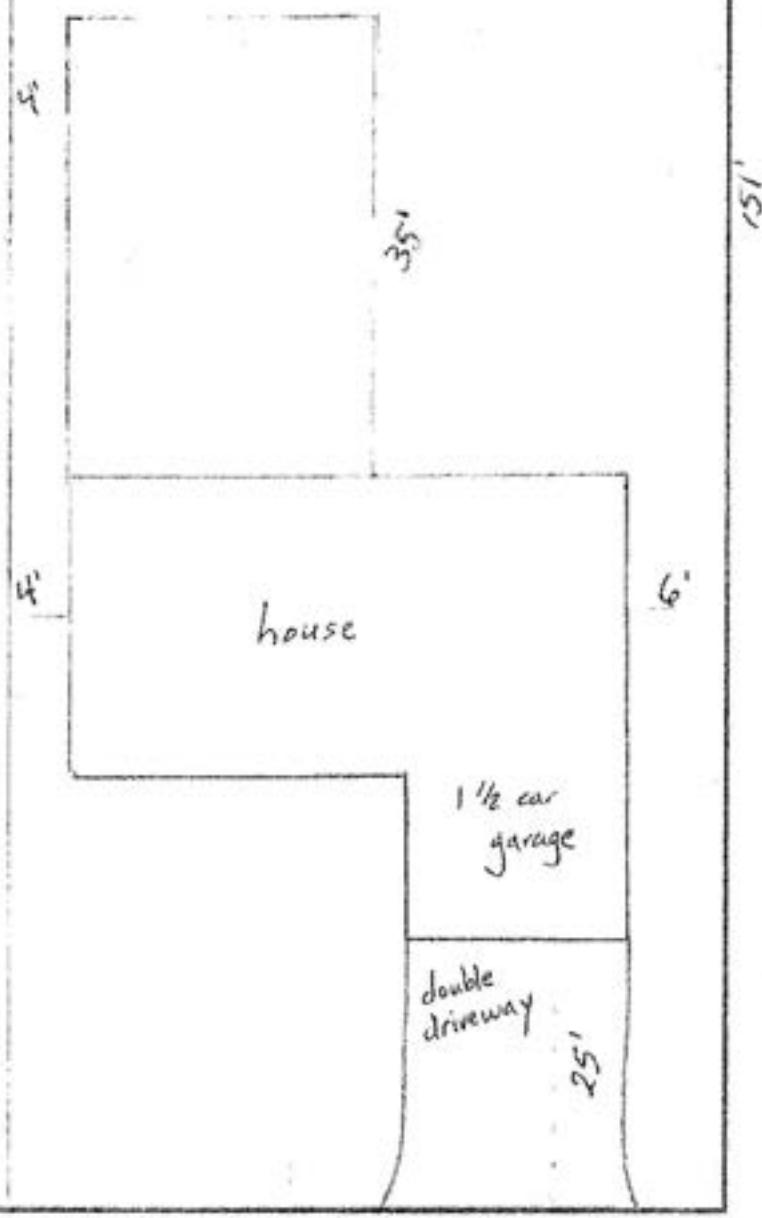
Attention: Peter Tonazzo  
Email: p.tonazzo@  
cityssm.on.ca

Property Lines

66 Nicolas Avenue

Lot #16

N



Nicolas

(6)(a)

## Pat Schinners

---

**From:** Don Maki  
**Sent:** March 19, 2013 11:16 AM  
**To:** Don McConnell; Pat Schinners  
**Subject:** Rezoning Application A-6-13-Z 66 Nicolas Avenue

Hi Don

We would consider the addition of a second dwelling unit as a change of use. A building permit would be required to be applied for and the applicant would have to provide appropriate plans that would demonstrate compliance to the Ontario Building Code.

Don

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

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

Lot 60 (L)



## 2012 ORTHO PHOTO

66 NICOLAS AVENUE

Planning Application A-6-13-Z



METRIC SCALE  
1 : 5000

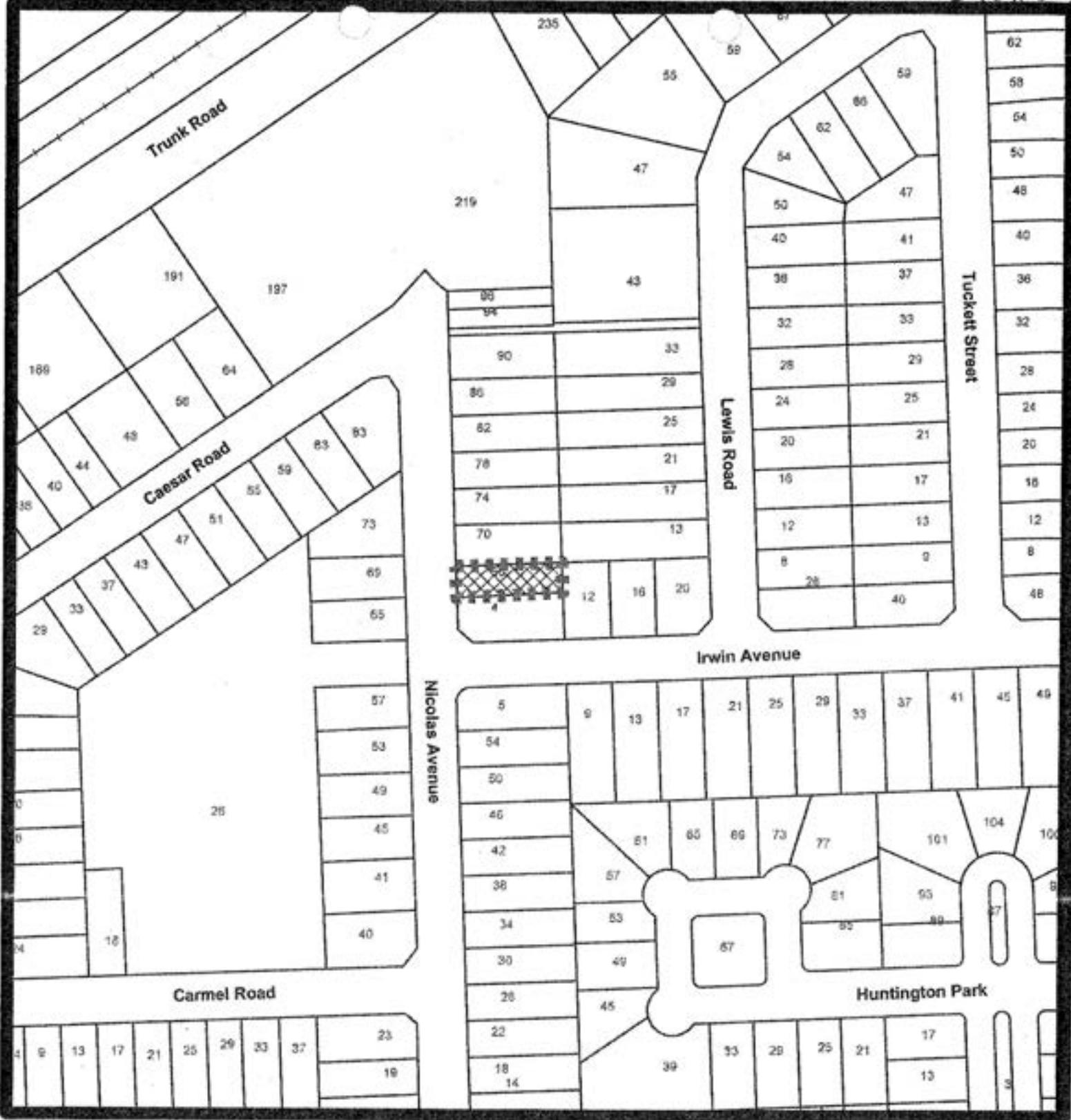
MAP REFERENCE  
21 & 1-20

### Legend

Subject Property = 66 Nicola Avenue

MAIL LABEL ID  
A-6-13-Z

(c)(6)(A)

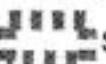


**SUBJECT PROPERTY MAP**  
**66 NICOLAS AVENUE**  
**Planning Application A-6-13-Z**



METRIC SCALE  
1 : 2200

## Legend



Subject Property = 66 Nicolas Avenue

**MAP REFERENCE  
21 & 1-20**

MAIL LABEL ID  
A-6-13-7



# EXISTING ZONING MAP

## 66 NICOLAS AVENUE

### Legend

- Subject Property = 66 Nicolas Avenue
- R2 - Single Detached Residential Zone
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- C4 - General Commercial Zone
- <all other values>

METRIC SCALE  
1 : 5000



Planning Application  
A-6-13-Z

MAP REFERENCE  
21 & 1-20

MAIL LABEL ID  
A-6-13-Z

6(6)(b)

Jerry Dolcetti, RPP  
Commissioner

Donald B. McConnell, RPP  
Planning Director



ENGINEERING & PLANNING  
DEPARTMENT

Planning Division

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

**RE: Application No. A-7-13-Z – Filed by Mattioli Craft Limited.**

## PURPOSE

The applicant is seeking a rezoning to allow the use of the property as a reload centre for logs and pulpwood.

## PROPOSED CHANGE

The applicant is requesting a rezoning from "M2.S" (Medium Industrial) zone with a Special Exception to "M2.S" (Medium Industrial) zone with an amended Special Exception to permit as an additional use, a reload centre for logs and pulpwood.

### Subject Property:

- Location – Located on the south side of Trunk Road, approximately 420m east of the intersection with Fournier Road. 1655 Trunk Road.
- Size – 158m (518') frontage by 185m (607') depth totalling 2.3ha (5.7acre).
- Present Use – Reload centre for logs and pulpwood
- Owner – Mattioli Craft Limited

## BACKGROUND

In 2007, Council rezoned the subject property from Rural Area Zone (RA) to Medium Industrial Zone (M2.S) with a special exception requiring a 50m treed buffer to be maintained along the southern portion of the property.

At that time, Council also passed a temporary zoning by-law, allowing a reload centre for logs and pulpwood, for a period of 3 years.

## ANALYSIS

### Conformity with the Official Plan

As part of Council's approvals in 2007, the subject property was re-designated from Rural Area to Industrial (OPA 139) on Land Use Schedule 'C' of the Official Plan. The

applicant's request, to permit a reload centre for logs and pulpwood represents an industrial use, and therefore conforms to the existing Official Plan land use designation.

Industrial Policy 6 of the OP also notes that "*Minimum setbacks and other forms of buffering shall be used to provide adequate separation from neighbouring sensitive uses as described in the applicable Provincial Ministry Guidelines.*" As per the Ministry of the Environment's D-Series Guidelines (Minimum Distance Separation Guidelines between Industrial Uses and Sensitive Uses), the proposed Reload Centre for Logs and Pulpwood is a 'Class II Industrial Use', requiring a separation of at least 70m (230') from a sensitive use. The nearest sensitive uses are those rural residences that will be built upon the abutting property to the south, which is part of the currently developing River's Edge (Shunock) Rural Estate Subdivision. Referring to the site plan attached, the current zoning requires a 50m (164') treed buffer along the southern portion of the subject property. Although not 70m, the buffer includes a stand of mature evergreens, which will effectively reduce potential off-site impacts to the south.

The front 33m (108') of the subject property, excluding the existing access drive, is identified on Archaeological Schedule E as having Archaeological Potential. As per the site plan attached, the applicant is proposing a 30m setback from the front property line. In lieu of an archaeological assessment, it is recommended that the proposed setback be increased to 33m and buildings and structures be prohibited from locating within this increased setback, until such time that an archaeological assessment indicates that there are no artifacts upon the subject property. It is worth noting that at this time, the applicant does not intend to construct any buildings or structures to support the proposed log reload use.

With the conditions identified above, the applicant's proposal to add a 'Reload Centre for Logs and Pulpwood' as an additional permitted use to the existing Medium Industrial Zoning (M2) conforms to the policies of the Official Plan.

#### Comments

The applicant is seeking a rezoning to permit a 'reload centre for logs and pulpwood' on a permanent basis, whereas Council's 3-year temporary approval for the said use lapsed in 2011. The subject property is 'L' shaped and includes the front 1/3 of the Mattioli Craft use, which abuts to the east. Originally severed from the 'Mattioli Craft Property' to the east, the property has since merged. If this application is approved, it is the applicants intend to re-sever the 'subject area' from the portion of the property occupied by Mattioli Craft Limited.

Referring to the attached zoning maps, the subject property is at the western edge of a medium industrially zoned block of 6 properties, encompassing approximately 5ha (12.5 acres). This industrial block is not serviced with municipal water or sewer services, therefore the nature of the abutting industrial uses is 'dry', in that large quantities of water are not required as part of the industrial process. Mattioli Craft Limited abuts the property to the east. Further east is a parcel that is currently being utilized as outdoor storage, in association with Superior 7 Advertising, which is located further east. Between both Superior 7 properties is the former 'Seamless Cylinder' building which appears vacant at this time.

The character of the area to the west is a number of Highway Commercial Zoned (HZ) motels and vacant properties zoned Rural Area. The nearest motel to the west is approximately 80m (262') away from the west lot line of the subject property.

There is a rural residential area approximately 78m (256') north of the subject property, separated by Trunk Road and the rail line right of way.

When the subject property was originally rezoned to Medium Industrial (M2) in 2007, it was noted that the uses permitted in an M2 zone are a combination of Class I and II industrial uses, as it relates to the MOE Minimum Distance Separation Guidelines. The proposed log reload centre is a 'Class II' industrial use. According to the MOE Guideline, a minimum setback of 70m from nearby sensitive uses should be considered. In this case, the biggest potential impacts are to the currently developing rural estate lots to the south. While the proposed buffer is 50m, the existing thick coniferous vegetation will substantially increase the effectiveness of this buffer. Although in such instances, a berm is often the preferred form of buffering, construction and maintenance of such a berm would result in the removal and loss of many mature coniferous trees. For this reason, maintaining the existing vegetation is more effective than replacing such vegetation with a berm.

As previously mentioned, the archaeological potential upon the northern 33m of the subject property shall also remain unoccupied by buildings and structures, until such time that an archaeological assessment has determined that there are no artifacts upon the subject property. Although the applicant does not intend to develop any buildings or structures to support the proposed reload centre, it is recommended that this be a condition of approval.

The reload centre has functioned quite well from the site since 2007. Setbacks and buffering will adequately mitigate off-site impacts such as noise, dust and odor. Given the subject property's frontage upon the Trans-Canada Highway, impacts from any increased truck traffic will be negligible. If in the future the applicant wishes to further develop the subject property, Site Plan Control has already been applied to the property; therefore, notwithstanding an archaeological assessment, staff will have an opportunity to review any development details, to ensure that among other things, adequate buffering and landscaping is provided and maintained.

The subject property is located within the eastern gateway to the community and as such, landscaping is a key component to ensuring an aesthetically pleasing development. In 2007, the Applicant planted a row of trees, however due to a variety of factors, they did not take. The Applicant is still required to adhere to the M2 landscaping standards, which require 75% of the front yard to be landscaped. The applicant has further agreed to work with Planning and Public Works Staff to ensure the planted buffer is of an appropriate species and initial size to become a suitable, year round, visual screen.

## Consultation

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

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

The Building Division notes that the temporary zoning for the 'reload centre for logs and pulpwood' lapsed in 2011. The use continued illegally between then and now.

Correspondence from Fire Services indicates that if the property is to be utilized as a reload centre, the applicant will be required to adhere to Subsection 3.2.2 '*Outdoor Storage of Lumber and Forest Products*' of the Ontario Fire Code. It is recommended that the applicant contact Fire Services for further details.

The Engineering Department notes that due to the close proximity of nearby wells, it is recommended that the applicant implement a spills response plan. The applicant has indicated that one piece of machinery is refueled approximately once per month, therefore the potential for a spill exists. The applicant has agreed to work with Engineering and the Conservation Authority to develop and maintain a spills response action plan.

To date, there have been no letters of objection submitted by neighbours who were circulated as part of the processing of this application, including Batchewana and Garden River First Nations.

## IMPACT

There are no significant impacts on municipal services resulting from the approval of this application.

## STRATEGIC PLAN

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

## SUMMARY

The applicant is seeking a special exception to permit a 'reload centre for logs and pulpwood', in addition to the uses permitted within the current Medium Industrial (M2) and Special Exception Zoning. The existing buffering requirement (rear 50m) will provide an adequate treed buffer between the industrial usage of the property and the draft approved rural estate subdivision to the south. Given the identified archaeological potential upon the north 33m of the subject property, it is also recommended that buildings and structures be prohibited from locating upon the north 33m of the subject property, unless an archaeological assessment is completed.

6(6)(b)

The use has operated from the site since 2007 with no documented complaints. The proposed setbacks and buffering areas will effectively limit the size, scope and thus potential off-site impacts of the log reload centre. With the existing mature coniferous forest as a backdrop, and an appropriate planted strip along the Trunk Road frontage, Planning staff is of the opinion that the reload centre will be aesthetically pleasing, within the overall context/character of the abutting industrial properties to the east.

#### RECOMMENDATION

That Council approves this application and rezones the western portion of the 'Subject Area' as shown on the maps attached, from Medium Industrial Zone (M2.S259) with special exception 259, to Medium Industrial Zone (M2.S259) with the following amendments to Special Exception 259:

1. That in addition to the uses permitted in an M2 Zone, a 'Reload Centre for Logs and Pulpwood' be permitted.
2. That buildings and structures are prohibited from occupying the north 33m of the subject property, until such time that an Archaeological Assessment is completed and approved by the Ministry of Culture.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP  
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP  
Planning Director

RECOMMENDED FOR APPROVAL  
  
Joseph St. Petefi  
Chief Administrative Officer

Recommended for approval,

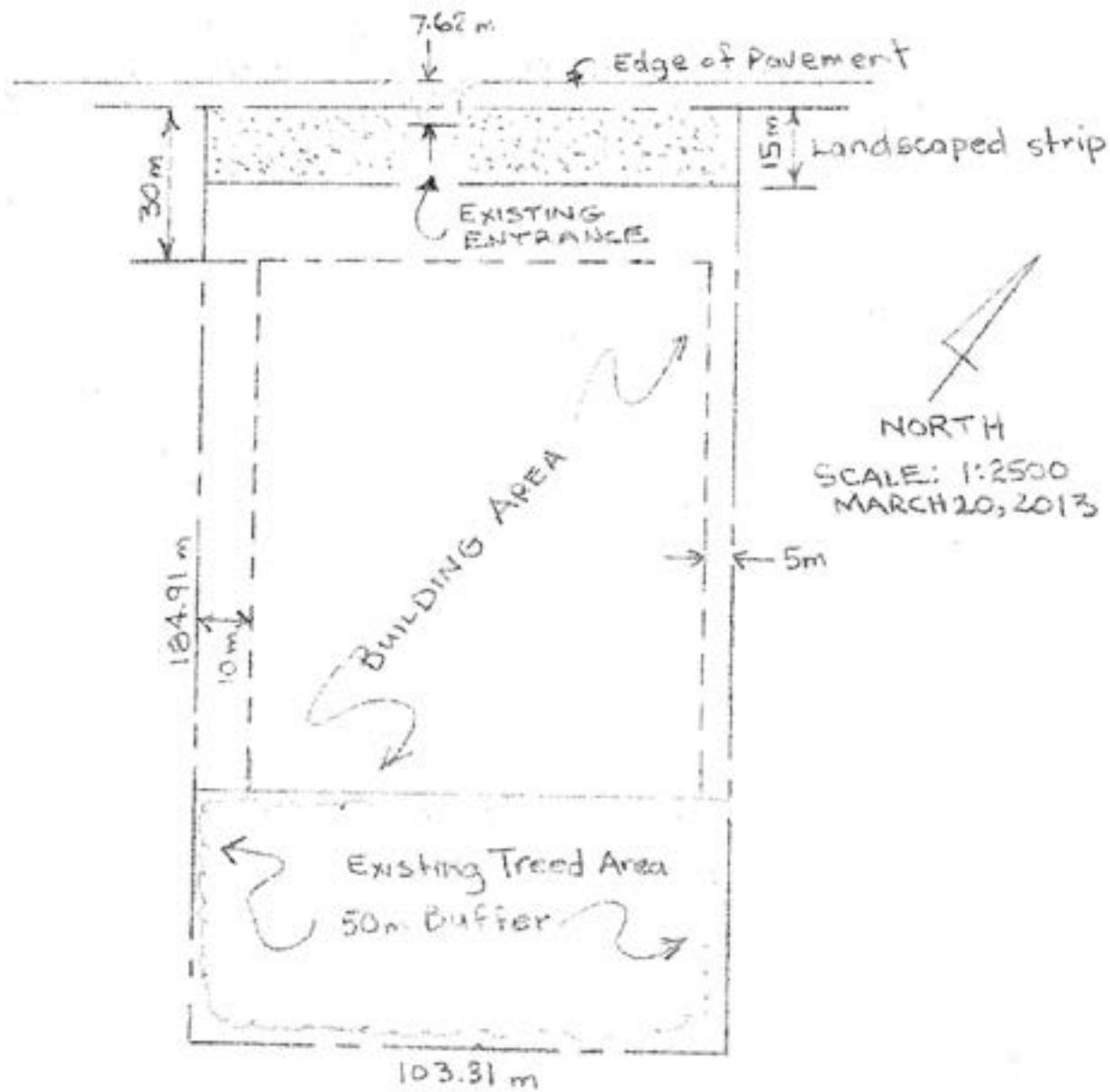
Jerry Dolcetti, RPP  
Commissioner Engineering & Planning

PT/ps

attachment(s)

(d)(b)

## TRUNK ROAD



PART 1 IN IR-11529

Prepared By: Planning Advisory Services

**Pat Schinners**

**From:** Don Maki  
**Sent:** March 25, 2013 2:19 PM  
**To:** Don McConnell; Pat Schinners  
**Cc:** Tyler Bertrand  
**Subject:** A-7-13-Z

Hi Don  
The temporary zoning lapsed in 2011. We have been after the owners to get the correct zoning since June of 2012.  
Don

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

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

6(6)(b)

Fire Chief - Marcel Provenzano

Division Heads:

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



Emergency Direct "911"  
Emergency Phone (705) 949-3333  
Business Phone (705) 949-3335  
Fire Prevention Phone (705) 949-3377  
Emergency Medical Services (705) 949-3387  
Fax Phone (705) 949-2341

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

March 26, 2013



**MEMORANDUM**

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

**RE: Application No. A-7-13-Z**  
1655 Trunk Road

---

Over the past several years, Fire Services has performed several inspections on this property. During this time, Fire Code violations were noted and corrected by the current owner.

Our records indicate the current use as a small operation, which processes hardwood flooring. Fire Services has no record of this property being utilized as a "reload" center (even as temporary use). If this application is approved and utilized in this capacity, the application of Subsection 3.2.2 Outdoor Storage of Lumber and Forest Products of the Ontario Fire Code shall be adhered too.

If you have any further questions, please contact me at 705-949-3377 extension #233.

Regards,

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

PM/ks

(6)(b)

Jerry D. Dolcetti, RPP  
Commissioner

Daniel Perri, EIT  
Engineering Intern



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2013 04 04

Our File: A-7-13-Z

Donald B. McConnell, MCIP, RPP  
Planning Director  
Engineering and Planning Department  
City of Sault Ste. Marie

Dear Mr. McConnell:

**RE: A-7-13-Z – 1655 TRUNK ROAD  
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

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

- Due to the close proximity of private wells in the area and the use of heavy equipment on site, it is recommended that the applicant implement a spills response plan if one is not already in place.

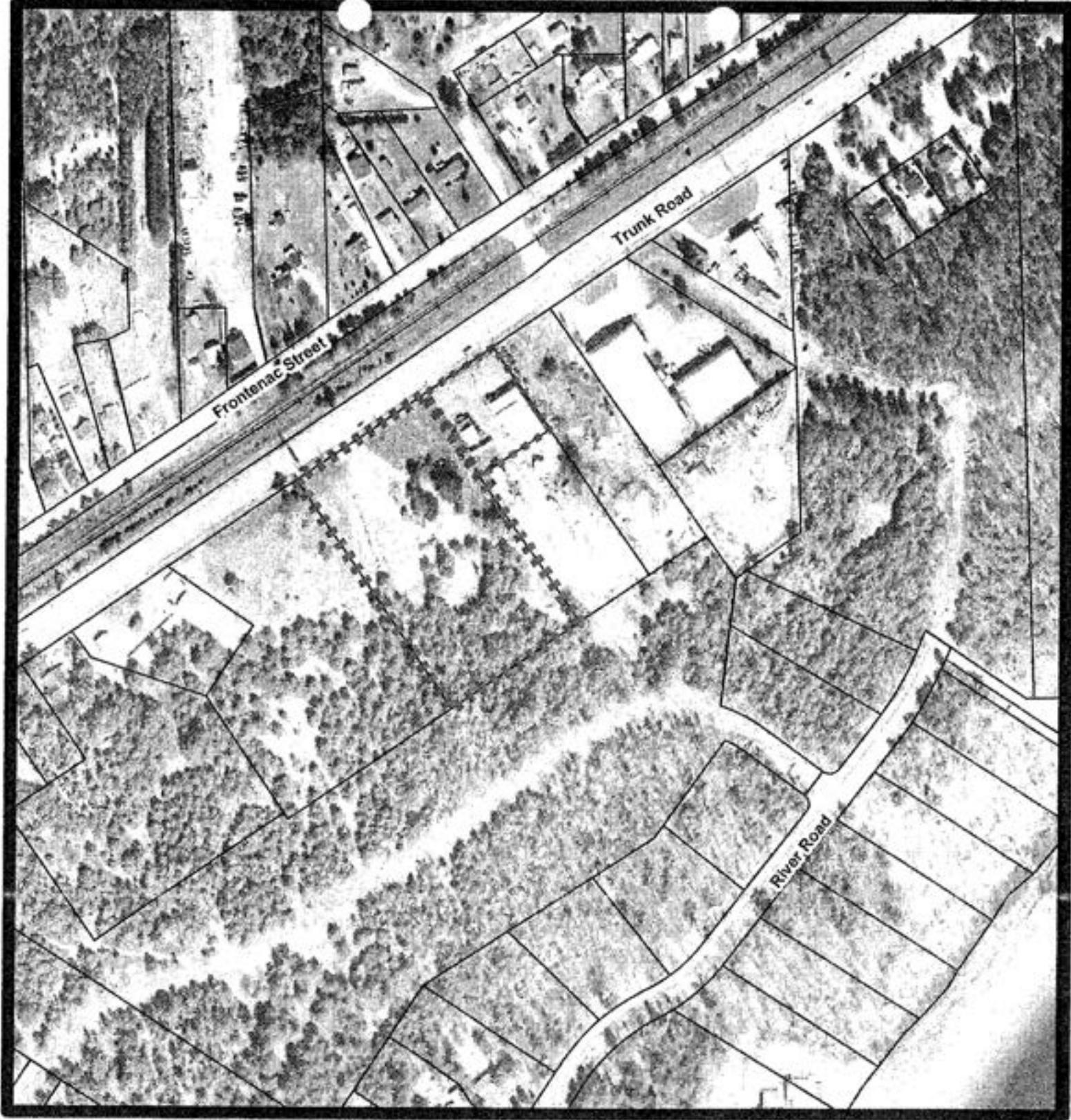
If you have any questions, please contact the undersigned.

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, Administrative Clerk, Planning Division



# 2012 ORTHO PHOTO

## 1655 TRUNK ROAD

### Planning Application: A-7-13-Z



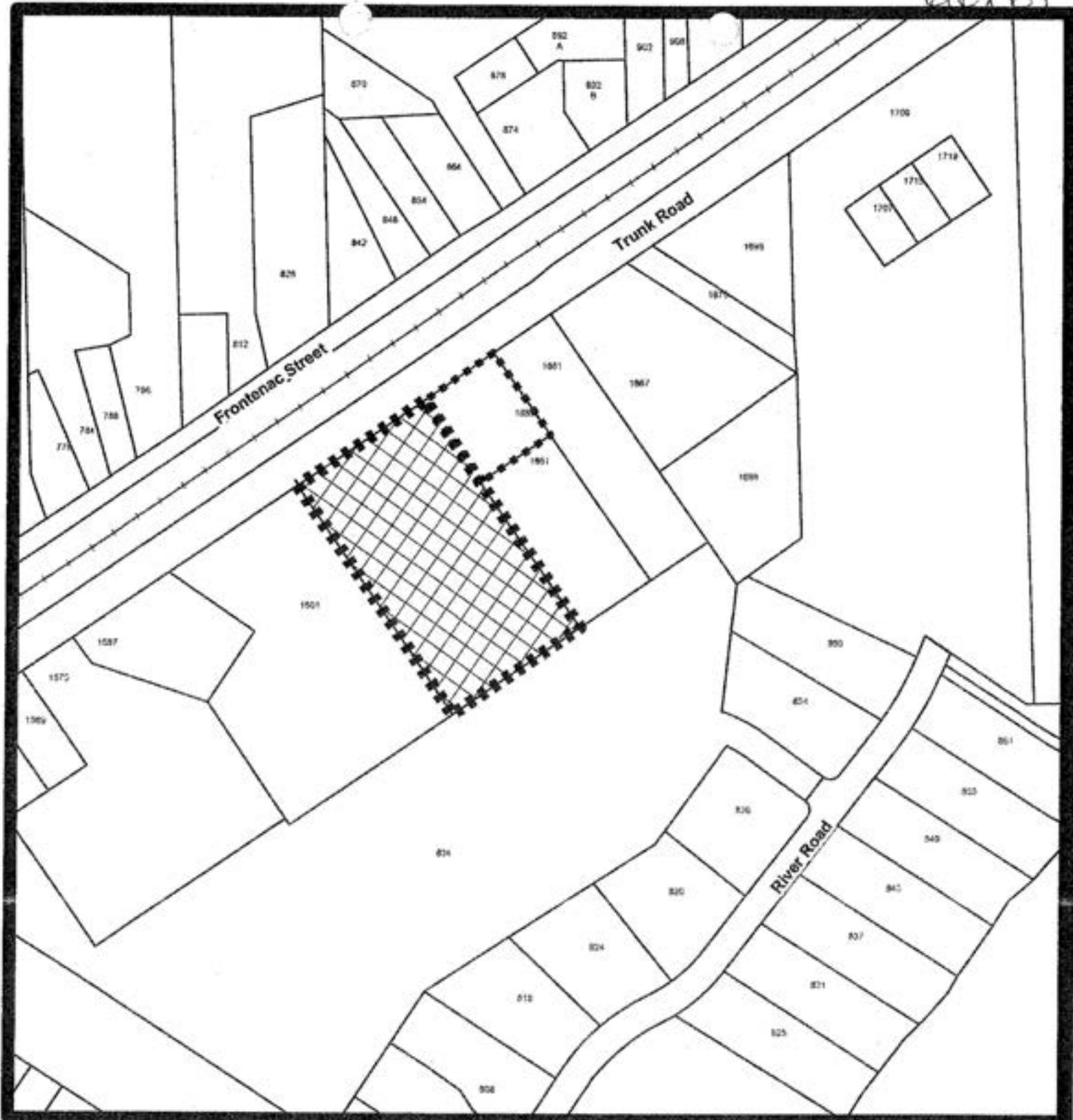
METRIC SCALE  
1 : 3500

■ ■ ■ Subject Area

■ ■ ■ Additional Land Owned By Applicant

MAP REFERENCE  
69 & 1-45

MAIL LABEL ID  
A-7-13-Z



## **SUBJECT PROPERTY MAP**

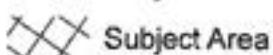
## **1655 TRUNK ROAD**

## **Planning Application: A-7-13-Z**



METRIC SCALE  
1 : 3500

## ■ ■ ■ Subject Area



\*\*\*\*\* Additional Land Owned By Applicant

**MAP REFERENCE  
69 & 1-45**

MAIL LABEL ID  
A-7-13-Z



# SUBJECT PROPERTY MAP

**1655 TRUNK ROAD**

**Planning Application: A-7-13-Z**

SUBJECT AREA

R1 - Estate Residential Zone

RA - Rural Area Zone

HZ - Highway Zone

M2 - Medium Industrial Zone; M2hp

S# = SPECIAL ZONING



METRIC SCALE  
1 : 3500

MAP REFERENCE  
69 & 1-45

MAIL LABEL ID  
A-7-13-Z



## ***Ermatinger • Clergue National Historic Site***

April 22, 2013

Mayor Debbie Amaroso and  
Members of City Council

### **HERITAGE DISCOVERY CENTRE – Ermatinger•Clergue National Historic Site Historic Sites Board Report**

#### **PURPOSE**

This report and delegate presentation from the Historic Sites Board is to request that the Heritage Discovery Centre capital project proceed.

#### **BACKGROUND**

The Historic Sites Board, an appointed Board of Council, has been working on the proposed Heritage Discovery Centre since 2007. As you may be aware, the Heritage Discovery project is a \$4 million centre that will catapult the Ermatinger•Clergue National Historic Site into the 21<sup>st</sup> century as a modern, forward looking enhancement to the present site. One critical aspect is the nine month operation will become a year round attraction and community facility. The Centre will also address important Accessibility standards, and help to preserve the integrity of this National Historic Site.

#### **ANALYSIS**

A Business Plan was completed on the proposed project by BDO Dunwoody and submitted to Council in July 2009. From this approved business plan the attached resolution was given by Council regarding the commitment of the city for on-going operations and the funding of such.

#### **IMPACT**

This project is at a critical juncture as the Federal and Provincial Funding Partners have requested that contribution agreements be signed by the City. It is important to proceed to tender as soon as possible as any further delay will impact the project through increased costs. The project is close to 75% funded from the Federal Heritage Canada and Provincial NOHFC programs. The financial impact to the City of Sault Ste. Marie has been reviewed and a report from the Commissioner of Finance is included in your agenda package.

*Ermatinger • Clergue National Historic Site*

*P. O. Box 580 • Civic Centre • Sault Ste. Marie • Ontario • P6A 5N1*

*Phone: 705-759-5443 • Fax 705-541-7023 • Email: old.stone.house@cityssm.on.ca*

Heritage Discovery Centre  
January 21, 2013

#### STRATEGIC PLAN

The Heritage Discovery Centre is identified in the Corporate Strategic Plan under Strategic Direction 3: Enhancing Quality of Life; Objective 3A – Recreational / Cultural Infrastructure and was ranked fourth by the City in the list of project priorities.

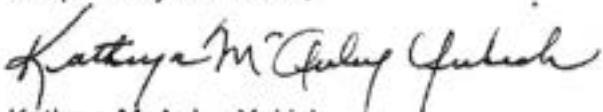
- Algoma Public Health
- Hub Trail
- West End Community Centre
- Heritage Discovery Centre, ECNHS

#### RECOMMENDATION

We respectfully request City Council to approve proceeding with this project and

- 1) Authorize staff to issue the project tender as soon as possible
- 2) Establish a Project Steering Committee of Council

Respectfully submitted,



Kathryn McAuley Yukich  
Chair Historic Sites Board

attachments

Heritage Discovery Centre  
January 21, 2013

July 27, 2009 City Council meeting minutes  
Clerk's Department

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

Resolved that the report of the Chair, Historic Sites Board dated 2009 07 27 concerning Visitor Centre Legacy Project for the War of 1812 Bi-Centennial Commemoration be accepted and the recommendation that Council endorse and support the Heritage Discovery Centre as follows:

- 1) commit the required municipal property to the west of the Ermatinger-Clergue National Historic Site on which to build the Centre;
  - 2) authorize the submission of applications for significant capital funding to various Federal and Provincial programs;
  - 3) commit to support the ongoing annual operations of the proposed Centre should it be built (this assumes that the cost to operate the site nets to zero if projected revenues are realized; the additional operating costs to the City in 2012 would range from \$12,000.00 to \$105,000.00 based on best-case and worst-case scenarios)
- be approved. CARRIED.



## CITY COUNCIL RESOLUTION

Date: January 9, 2012

Agenda Item

6(8)(a)

MOVED BY  
SECONDED BYCouncillor  
CouncillorS. Butland  
F. Manzo

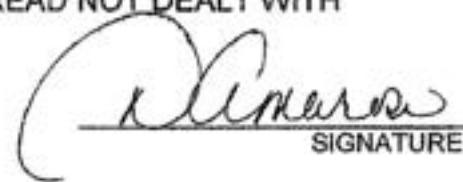
Resolved that the report of the Chairperson, Historic Sites Board dated 2012 01 09 concerning Ermatinger-Clergue National Historic Site Heritage Discovery Centre be accepted and the recommendation that City Council re-endorse its support of the Heritage Discovery Centre as follows:

- That submission of applications for significant capital funding to various federal and provincial programs be authorized;
- That the broadly targeted, multi-year fundraising campaign being undertaken by the Historic Sites Board to recruit sponsors be endorsed;
- That City Council commit to support the ongoing annual operations of the proposed Centre should it be built (assuming that the cost to operate the site nets to zero if projected revenues are realized – additional annual operating costs to the City to range from \$12,000 to \$105,000 on best-case and worst-case scenarios), be approved.

CARRIED  
 REFERRED

DEFEATED  
 OFFICIALLY READ NOT DEALT WITH

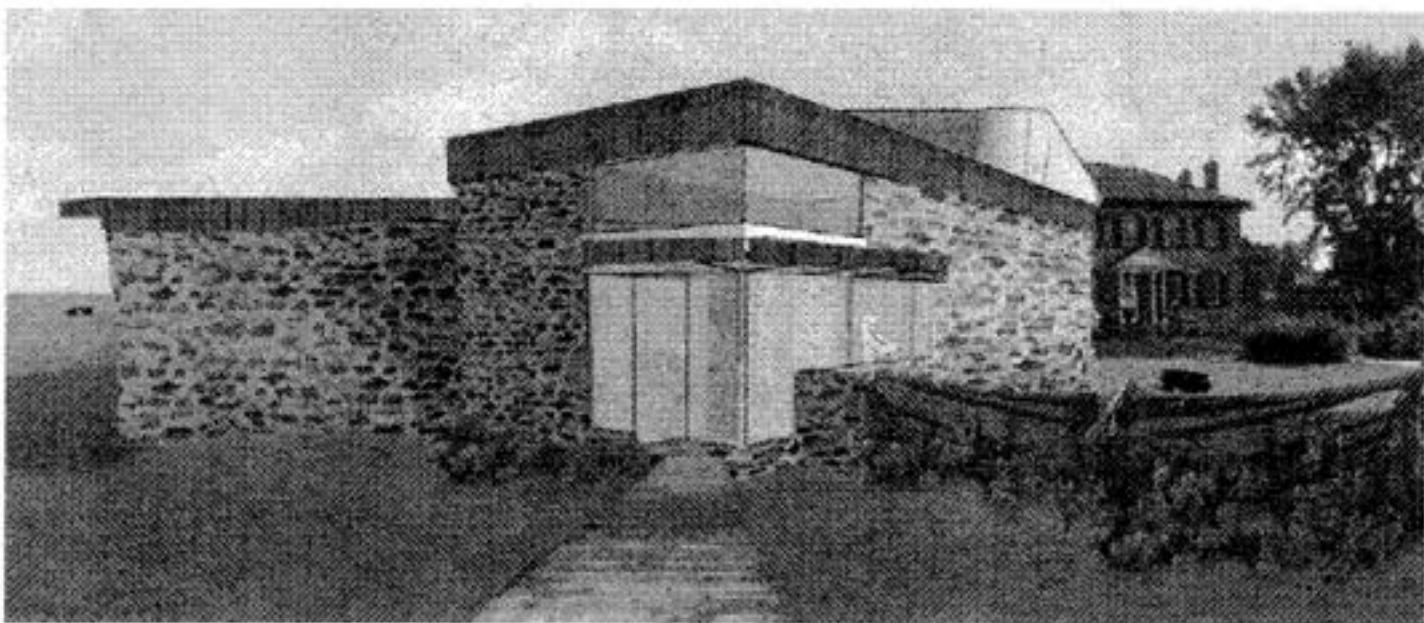
AMENDED  
 DEFERRED

  
\_\_\_\_\_  
SIGNATURE

C.A.O.  
 City Solicitor  
 Comm. Finance/Treasurer  
 Comm. Eng. & Planning  
 Comm. Human Resources

Comm. Community Services  
 Comm. P.W. & Transportation  
 City Clerk  
 Fire Chief  
 Police Chief

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



HISTORIC SITES BOARD  
An Appointed Board of Council  
**HERITAGE DISCOVERY CENTRE**  
**Ermatinger•Clergue National Historic Site**



## **WHY THE HERITAGE DISCOVERY CENTRE?**

- Operating at capacity levels for programming and services
- Turned away 22 groups in 2012
- \$10,000 lost in potential revenue
- A Year Round operation will allow for growth
- HDC will be a fully accessible building
- HDC will strengthen and enhance our downtown

## WHERE WE ARE NOW

- **HDC is identified in the City's Strategic Plan,**
- **Federal and Provincial funding of \$2.9m secured,**
- **Federal and Provincial funding agreements are ready to be signed,**
- **Tenders documents are ready to go.**

# BUILDING AND SITE USE

## WEDDINGS AND HERITAGE CULINARY EXPERIENCES



In 2012 – 22 group bookings turned away!

\$10,000 in potential revenue lost.

# CURRICULUM SCHOOL TOURS



**Algoma Fall Festival  
Rendezvous Event -  
1000 grade 7 in 2 days**



**Programming for Grades:  
K-3, 6 & 7**

**IN 2012 = 2600 students**



**Can you see your child or grandchild?**

# FESTIVALS & EVENTS

1812 BICENTENNIAL , RENDEZVOUS, BLUEBERRY, LILAC & LAVENDER



6(8)(a)

# **VISITOR STATS AND REVENUE**

## **VISITATION ON SITE = REVENUE**

<b>Visitation</b>		<b>Revenue</b>	
2009	7761	2009	\$29,000
2010	8089	2010	\$30,700
2011	9781	2011	\$31,500
2012	9940	2012	\$32,800
<b>Total 4 yr. visits</b>	<b>35,571</b>	<b>Total 4 yr. revenue</b>	<b>\$124,000</b>

### **Revenue Sources:**

Admissions, Schools, Events, Private Bookings averaging \$1,000 increase per year

### **Other Revenue:**

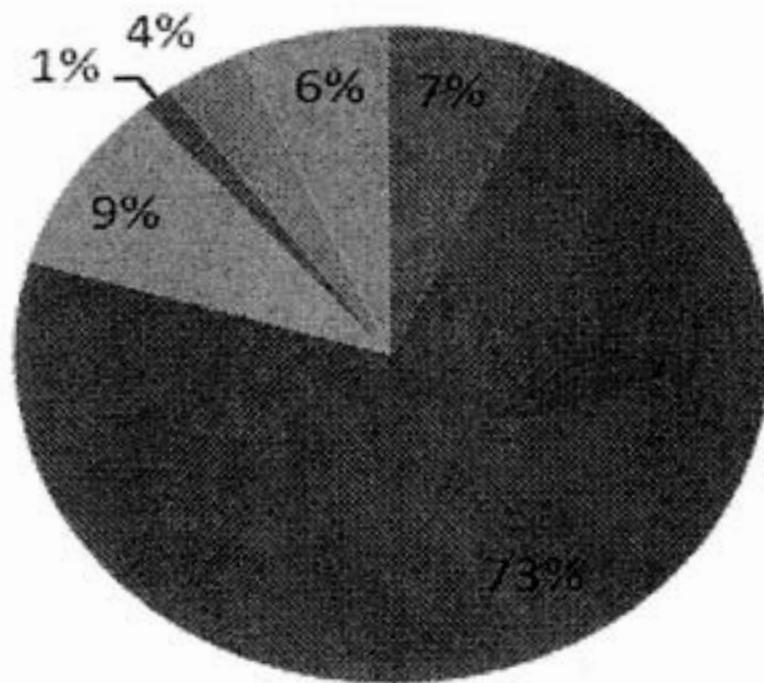
Gift shop sales and TSSM Marketshare averages \$5,000 a year

## **OFF SITE COMMUNITY EDUCATION AND AWARENESS**

2009	+ 600 (school outreach)
2010	+ 9,000 (Tall Ships)
2011	+ 327 (school outreach)
2012	+ 13,140 (1812 bicentennial)

## Visitor Profile

- Admission
- Students
- Train Tour Package
- Special Events\*
- 4 culture
- Non paying (yard)



# HISTORIC VISITORS AND TENANTS



**David Pim –**  
1<sup>st</sup> Postmaster, 1<sup>st</sup>  
Hotel, Revenue  
Taxation & Licensing  
& 1<sup>st</sup> Deed to the  
House



**Francis Hector**

**Clergue –**  
entrepreneur &  
industrialist



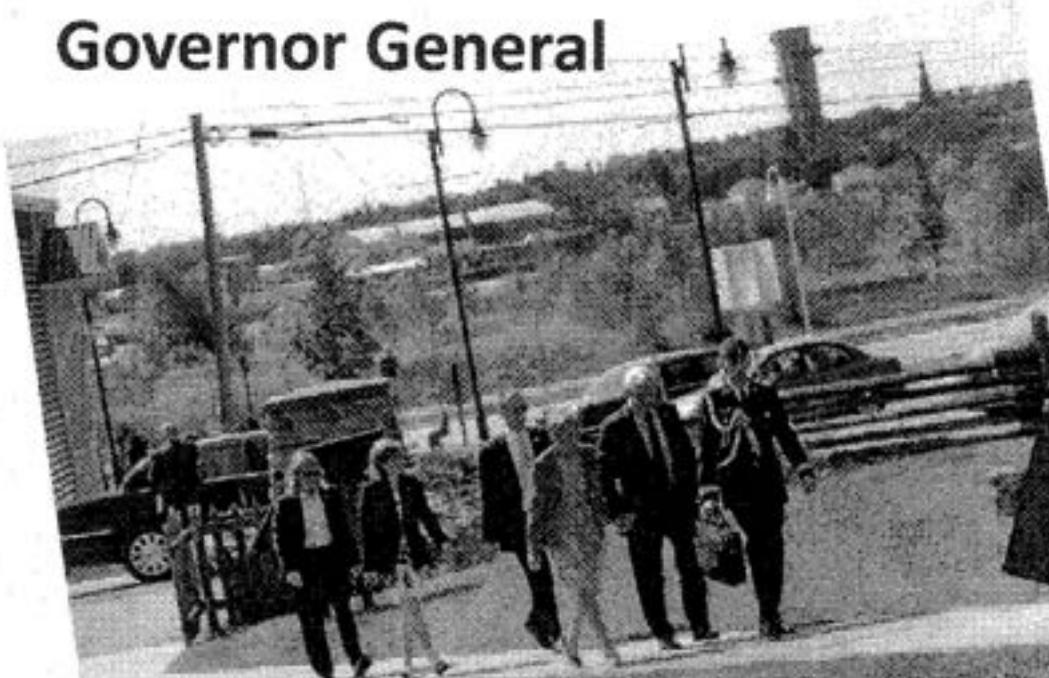
**Col. Prince –**  
1<sup>st</sup> Judge in the 1<sup>st</sup>  
Courthouse (OSH)



**Paul Kane –**  
artist depicting  
SSM in our early  
years

## V.I.P. VISITORS

**Governor General**



**M.P., M.P.P.,  
Metis Senator**



**Minister of  
Tourism**

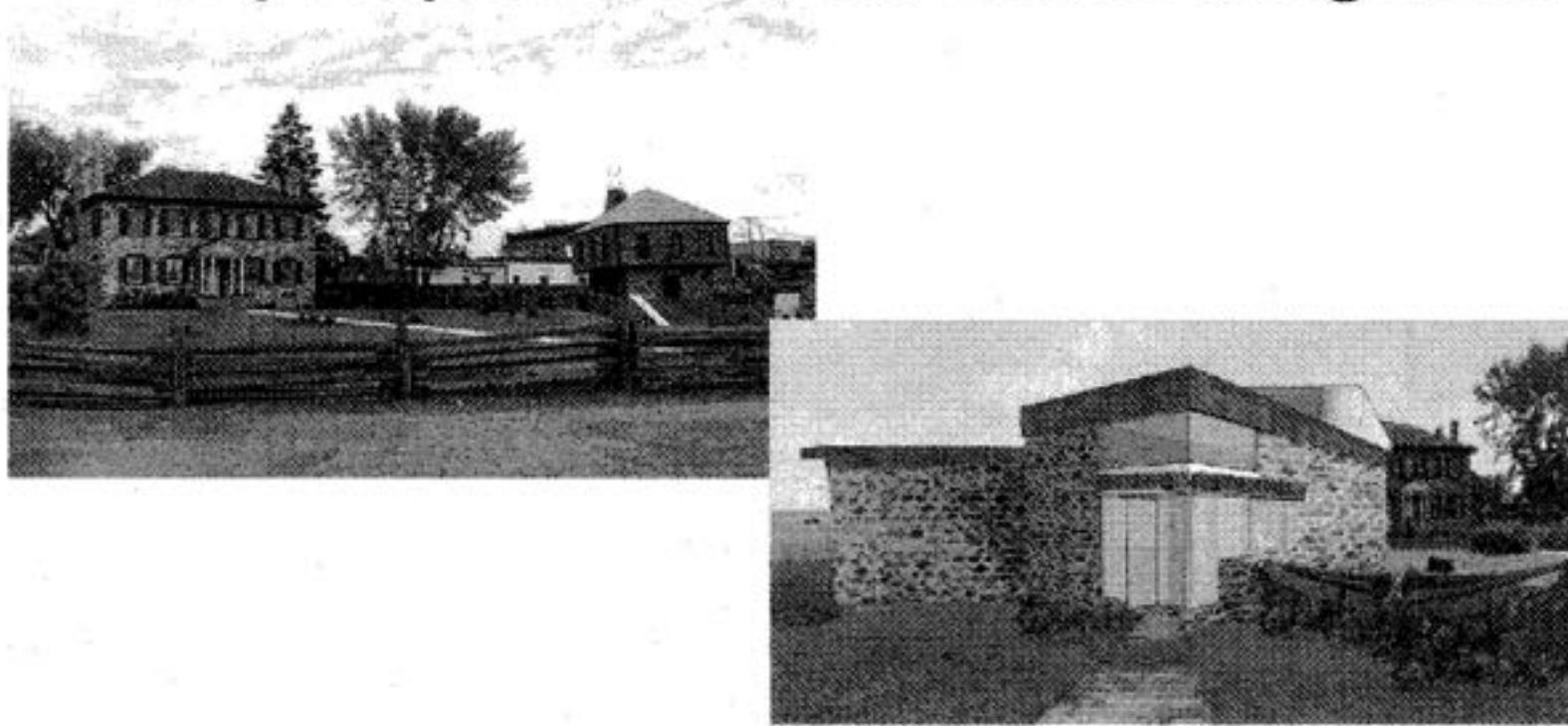


## OPERATIONAL EFFICIENCIES

- Governance by The Historic Sites Board via ongoing review of programs, services, policies and standards insures fiscal responsibility and identifies growth opportunities.
- A "work from within" (the City) policy of the Board is followed for cost effective Historic Site maintenance while supporting City job retention.
- Integrity and standards of a National Historic Site are maintained so funding eligibility remains available i.e. Ontario Museum Grant.
- Economies of scale policy in place i.e. equipment sharing within the CSD and PWT for special events and other organizations within the community.
- A "go local first" policy of the Board sources local re-enacting groups and talent needed for interpreting the Living History on the Site.
- The Historic Sites Board is a volunteer working board and seeks to maximize efficiencies. The Site employs only 1 full time and 3 part time staff. A new cost saving measure this year saw our in house staff do the seasonal opening cleaning prep work resulting in a more thorough and attentive outcome.

# **THE HERITAGE DISCOVERY CENTRE, A COMMUNITY PLACE.**

**Our past preserved, our future imagined!**





## **HERITAGE DISCOVERY CENTRE**

### **FUNDING CONFIRMATIONS**

- NOHFC Approval
- NOHFC Decline of additional funding
- Canada Cultural Spaces Fund Approval
- Canadian Heritage: Celebration & Commemoration Fund
  - FedNor Decline

6(8)(a)



Northern Ontario Heritage  
Fund Corporation  
Société de gestion du Fonds  
du patrimoine du Nord  
de l'Ontario

Honourable Michael Gravelle - Chair

Board of Directors

NOHFC File #950503

Victoria Hanson  
Vice Chair

OCT 23 2009

Sharon Hacio  
Vice Chair

Mr. Joe Cain  
Manager, Recreation and Culture  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie ON P6A 5X6

Murray Scott

Paul Gray

Lorraine Irvine

Dear Mr. Cain:

Diane Martin

I am pleased to advise that your request for financial assistance from the Northern Ontario Heritage Fund Corporation (NOHFC) has been approved for an amount not to exceed one million dollars (\$1,000,000). This funding is a conditional contribution toward the Heritage Discovery Centre project.

David Sinclair

Ministry staff will contact you in the near future to arrange the details for the official announcement. Until then, we ask that you refrain from publicly referencing or announcing your project approval.

Jack Burrows

You may, however, proceed with the implementation of your project at any time. In addition, NOHFC staff will contact you regarding the legal and contractual requirements for disbursement and administration of the contribution.

In Simpert

On behalf of the Board of Directors of the Corporation, including area member Ella-Jean Richter, please accept my best wishes for the success of your project.

John Atwood

Sincerely,

Ella-Jean Richter

Carolyn Lane-Rock

Michael Gravelle, MPP  
Chair, Northern Ontario Heritage Fund  
Minister of Northern Development, Mines and Forestry

Darlene Bowen

COMMUNITY SERVICES DEPT.

Susie Tompkins-Gray

OCT 23 2009

RECEIVED

(8)(a)



Northern Ontario Heritage  
Fund Corporation  
Société de gestion du fonds  
du patrimoine du Nord  
de l'Ontario

Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8  
Tel: (705) 945-6700 or 1-800-461-8329, Fax: (705) 945-6701. [www.nohfc.com](http://www.nohfc.com)

Place Roberta Bondar, 70, promenade Foster, bureau 200, Sault Ste. Marie (Ontario) P6A 6V8  
Tél. 705 945-6700 ou 1 800 461-8329, Téléc. 705 945-6701 [www.nohfc.com](http://www.nohfc.com)

NOHFC File No: 950503

March 20, 2013

Ms. Kathy Fisher, Curator  
Ermatinger Clergue National Historic Site  
c/o City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

Dear Ms. Fisher:

The Infrastructure and Community Development committee of the NOHFC has now had an opportunity to meet and discuss your additional funding request towards the *Heritage Discovery Centre* project.

The NOHFC has determined that your request would not be consistent with the Board's direction on managing approvals, which includes additional funding requests and requests that exceed our general funding limits. This project currently has a funding shortfall and cost overruns, both of which are not the responsibility of the NOHFC to cover. The City appears to have the capacity to secure the additional funding required to move this project forward.

You may wish to contact Christine Kucher, Northern Development Advisor, with the Ministry of Northern Development and Mines (MNDM) in your area, as she can assist you in seeking other funding opportunities. Christine can be reached in Sault Ste. Marie at (705) 945-5948 or by email at [christine.kucher@ontario.ca](mailto:christine.kucher@ontario.ca).

Sincerely,

Melanie Muncaster  
Manager of Program Services

(8)(a)

Ministre du Patrimoine canadien  
et des Langues officielles

Minister of Canadian Heritage  
and Official Languages

Ottawa, Canada K1A 0M5

JUL 18 2012

Mrs. Kathy Fisher  
Curator, Ermatinger Clergue  
National Historic Site  
Corporation of the City of  
Sault Ste. Marie – Ermatinger  
Clergue National Historic Site  
Post Office Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1

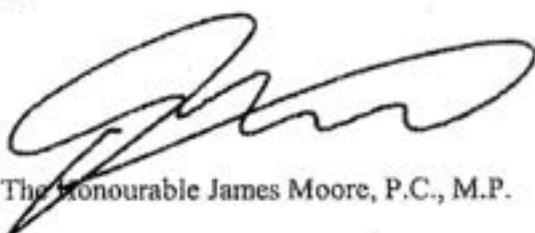
Dear Mrs. Fisher:

I would like to inform you that I have approved a contribution up to a maximum of \$1,778,000 to the Corporation of the City of Sault Ste. Marie – Ermatinger Clergue National Historic Site under the Canada Cultural Spaces Fund. The contribution is to defray part of the costs associated with the project: "*Heritage Discovery Centre*".

This contribution is subject to the execution of an agreement which sets out the conditions under which the contribution will be released to you. Two (2) originals of the Contribution Agreement will be sent to you in the coming weeks for your signature. Please note that any payment is subject to the appropriation of funds by Parliament and to the budget levels of the Program.

I would like to take this opportunity to wish you every success in your endeavours.

Sincerely,



The Honourable James Moore, P.C., M.P.



Gouvernement du Canada  
Government of Canada

Canada



(d)(8)(a)

Minister of Canadian Heritage  
and Official Languages



Ministre du Patrimoine canadien  
et des Langues officielles

Ottawa, Canada K1A 0M5

Mrs. Kathy Fisher  
Curator, Ermatinger Clergue National Historic Site  
Corporation of the City of Sault Ste. Marie –  
Ermatinger Clergue National Historic Site  
Post Office Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1

AUG 02 2012

Dear Mrs. Fisher:

I would like to advise you that I have approved a contribution under the Celebration and Commemoration Program, in the amount of \$140,000 for your organization's project entitled: "*Heritage Discovery Centre*".

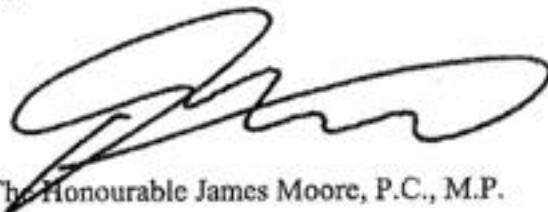
The contribution is subject to the conditions set out in the Contribution Agreement that will be forwarded to you shortly for your signature. Upon finalization of the agreement, you will receive a first payment as stipulated in the agreement. Please note that any payment is subject to the appropriation of funds by Parliament and to the budget levels of the Program.

In expending this contribution, I am confident that you and your organization will encourage Canadians to instill pride in Canada's heritage by giving Canadians the opportunity to share our experiences, our stories, our myths and our symbols.

I would like to take this opportunity to congratulate you and your organization on this project.

Please accept my best wishes.

Sincerely,



The Honourable James Moore, P.C., M.P.

6(8)(a)

[redacted] 10/04/12 11:04 AM

Re: FedNor application - Message (HTML)

[redacted] 10/04/12 11:04 AM

Message

You replied to this message on 10/04/12 11:04 PM.

From: Tracey.Forsyth@ic.gc.ca  
To: Kathy Fisher  
Cc: Jacob Bruneau; Nick Agostini; Joe Cain; Tom Dodge  
Subject: RE: FedNor application

Sent: Thu Oct 04/12 11:04 AM

To: Kathy

Great to hear from you and I hope you are well.

As indicated to Tom during our conversation, the project is not considered eligible under the Terms and Conditions of the Northern Ontario Development Program. I have provided below the information on our website, which directly speaks to this:

- activities and infrastructures primarily of a social/recreational nature such as museums, libraries, cultural centres, recreation centres, transit information/kiosks centres, waste and waste management disposal.

<http://nordic.gc.ca/en/age/submit/submit.nsf/eng/b03340.html>

Please do not hesitate to contact me should you have further questions.  
Have a great day!

---

From: Kathy Fisher (mailto:k.fisher@citysmv.on.ca)  
Sent: Thursday, October 4, 2012 11:02 AM  
To: Forsyth, Tracey; FedNor  
Cc: Jacob Bruneau; Nick Agostini; Joe Cain  
Subject: FedNor application

Tracey,

[See more about: Tracey.Forsyth@ic.gc.ca](#)





## **HERITAGE DISCOVERY CENTRE**

### **SOURCING OTHER FUNDS**

- Jobs and Economic Impact
- Review of Other Funding Search
  - Essar Steel Algoma
  - Tenaris Algoma Tubes
- HRDC Enabling Accessibility Application
- Accessibility Committee confirmation of contribution



### Heritage Discovery Centre Project

#### Jobs and economic impact

- Number of jobs created - operational increase of 2 positions ongoing after construction (1 full time & 1 part time).
- Number of jobs during construction - (formula of 1 job /\$100,000) = 40, "spin off jobs" another 30.
- Number of jobs retained – current staffing level which is 3 regular staff, and 2 part time seasonal, and up to 6 summer.
- One time direct economic impact of \$4 million in project expenditure in the community.
- Ongoing indirect economic impact - strengthening the local and regional tourism industry.

Undetermined additional revenue is expected. 22 events were turned away in the 9 month operation of 2012 due to lack of ability to accommodate. The demand for events is growing rapidly and revenue opportunities are increasing with on and off site activities.



### Heritage Discovery Centre Search for Other Funding

Requests for funding have been made to private corporations and eligible grant programs. There are opportunities that can contribute to the enhancement of the site but not capital expenditure to build the Heritage Discovery Centre. Once built, there are many sources to approach for financial contribution to programming and activities.

1. Essar Steel Algoma (see Mayor's letter and e-mail reply from Brenda Stenta)
2. Tenaris Algoma Tubes (see Mayor's letter)
3. An approach to PUC Inc. for "in kind" project work was abandoned in light of controversy around corporate donations.
4. BMO - Ermatinger brothers were founders on the Bank of Montreal (see below).
5. Hudson Bay Company - close historical ties between Ermatinger site and fur trade heritage of HBC (see below).
6. Provincial Accessibility Grant application has been submitted for \$50,000.

The Hudson's Bay Company History Foundation (HBCHF) is a private charitable foundation controlled by Hudson's Bay Company. It was established to advance knowledge of, and interest in, the Company's role in Canadian history through financial assistance to qualified recipients. At its discretion HBCHF supports projects of historical value which relate to Hudson's Bay Company's history across Canada.

Hudson's Bay Company is looking to re-focus its fundraising efforts and donation resources with a new community giving strategy which is to be announced soon.

One other strategy related to HBC is a pitch to have them establish a small store on the site.

BMO Financial Group's support focuses on social responsibility in the communities it serves. As an active participant in Canadian communities, it believes in the possibilities of personal growth and achievement through continuous learning and access to education. Traditionally, it focuses on specific projects or programmes that add value to the scope of services offered by an organization in the following areas:

- \*Education
- \*Hospitals, Health and Research
- \*Civic and Community Services
- \*Arts and Culture

BMO directs its community investment towards activities that are consistent with its priorities and that are likely to have a broad impact. Requests for funding are reviewed by BMO's Corporate Donations Committee, which meets on a quarterly basis.



Ressources humaines et  
Développement des compétences Canada

Human Resources and  
Skills Development Canada

6(8)(a)

Mrs. Kathy Fisher  
Corporation of the City of Sault Ste. Marie.  
831 Queen Street East  
Sault Ste. Marie, ON  
P6A2A8

OCT 26 2012

**Re: Application – Enabling Accessibility Fund Small Project Component**

Dear Mrs. Kathy Fisher:

We are pleased to acknowledge receipt of your funding application, specific to the above mentioned program.

Please be informed that all funding recipients are selected through a fair and transparent review process. The Enabling Accessibility Fund (EAF) screens each application to ensure that it is complete, that it meets the program objective, and that the project and application are consistent with the eligibility criteria of the Call.

The amount of time it will take to process all the applications will be determined by the volume of applications received. It should be noted that funding is limited, and as such, not all eligible projects will be funded.

Please also note that you are not permitted to incur costs related to the project activities for which you are seeking funding from EAF until your project has been approved for funding and an Agreement has been signed by a representative of Human Resources and Skills Development Canada. The Department will notify you in writing of the outcome of the review (approval or rejection).

If you have any questions about the EAF, please call 1-866-268-2502 or send an email to [fpa-eaf@hrsdcc.gc.ca](mailto:fpa-eaf@hrsdcc.gc.ca). If you use a teletypewriter (TTY), please call 1-800-926-9105.

Thank you for your interest in this program.

Enabling Accessibility Fund Support Team  
Programs Operation Branch

Amount of funding  
requested from EAF  
= \$50,000

Canada

**Kathy Fisher**

---

**From:** Nancie Scott  
**Sent:** January 14, 2013 4:34 PM  
**To:** Kathy Fisher; Rick Cobean  
**Subject:** RE: Accessibility and the proposed Visitor Centre at ECNHS

Hi Kathy,

I apologize for the confusion today but there were no records of this commitment that I could find. I ended up tracking down Lynn Rosso and she tells me that the AAC did commit to the 30,000. I can tell you that the funds are not in the reserves now but when they are, they will be allocated to Ermatinger Old Stone House.

*Nancie Scott  
Accessibility Coordinator  
City of Sault Ste. Marie  
Accessibility Center, 260 Elizabeth St.  
Sault Ste. Marie, ON  
P6A 6J3*

705-541-7310  
705-541-2815 (TTY)  
705-759-5440 (FAX)  
Email [n.scott@cityssm.on.ca](mailto:n.scott@cityssm.on.ca)

---

**From:** Kathy Fisher  
**Sent:** Monday, January 14, 2013 4:17 PM  
**To:** Rick Cobean; Nancie Scott  
**Subject:** RE: Accessibility and the proposed Visitor Centre at ECNHS

Rick:  
To answer your questions, yes we did apply, see attached.  
We are still pending an answer on our application.

*Kathy Fisher  
Curator  
Ermatinger Clergue National Historic Site  
(705) 759-5443  
[old.stone.house@cityssm.on.ca](mailto:old.stone.house@cityssm.on.ca)*

*"Commemorating 200 years 1812- 2012"*

---

**From:** Rick Cobean  
**Sent:** January 14, 2013 1:55 PM  
**To:** Kathy Fisher; Nancie Scott  
**Subject:** RE: Accessibility and the proposed Visitor Centre at ECNHS

Hi Kathy and Nancie

Did the Board complete the Enabling Accessibility Fund application on time and what did you apply for.

*Rick*

Rick Cobean  
 Acting Commissioner  
 Social Services Department  
 City of Sault Ste. Marie  
 180 Brock St.  
 Sault Ste. Marie, ON P6A 3B7  
 Phone (705) 541- 7356  
[r.cobean@citysm.on.ca](mailto:r.cobean@citysm.on.ca)

**From:** Kathy Fisher  
**Sent:** January 14, 2013 1:46 PM  
**To:** Nancie Scott; Rick Cobean  
**Subject:** FW: Accessibility and the proposed Visitor Centre at ECNHS

This is the email I sent Lynn.

*Kathy Fisher  
 Curator  
 Ermatinger Clergue National Historic Site  
 (705) 759-5443  
[old.stone.house@citysm.on.ca](mailto:old.stone.house@citysm.on.ca)*

**"Commemorating 200 years 1812- 2012"**

**From:** Kathy Fisher  
**Sent:** October 01, 2012 11:27 AM  
**To:** Lynn Rosso  
**Cc:** Nick Apostle; 'naronsong@shaw.ca'; Joe Cain  
**Subject:** Accessibility and the proposed Visitor Centre at ECNHS

Lynn:

I am writing to you on behalf of the Historic Sites Board.

They are currently working on their proposed Heritage Discovery Centre project and alterations to the Summer Kitchen at the Ermatinger Clergue Site.

In the past, when we met, you had thought that the Accessibility committee would be interested in assisting with some of the accessibility fittings of a change table & lift, actuators, ramps, etc. We would like to be able to meet again very soon, to revisit the commitment and discuss the project. We were hoping to look at meeting early next week.

Also, this week the board is working on a submission to the Enabling Accessibility Fund for the changes in the Ermatinger Old Stone House and Summer Kitchen. Are you familiar with this application? Would you be able to assist us this week as the deadline is Friday?

I look forward to your response.

6(8)(a)

ESSAR ALGOMA INC RE: Heritage Discovery Centre funding request

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

From: Brenda.Stenta@essar.com [mailto:Brenda.Stenta@essar.com]

**Sent: Wed 3/27/2013 5:09 PM**

To: Susan Myers

Cc: Mayor Amaroso

Subject: RE: Essar position re Heritage Discovery Centre

Hi Susan:

Essar's position regarding the Heritage Discovery Centre project, as conveyed in my previous correspondence, still stands. Regrettably we are not in a position to advance any new projects under the Community Investment Fund at this time.

I do hope that you are able to secure other funding sources for this promising community project.

All the best,  
Brenda

Brenda Stenta | Manager - Corporate Communications | Essar Steel Algoma Inc. |  
105 West Street, Sault Ste. Marie, Ontario, Canada P6A 7B4 |  
T +1 - 705 - 945 2209 | F +1 - 705 - 945 2203 |  
E [Brenda.Stenta@essar.com](mailto:Brenda.Stenta@essar.com) | [www.essarsteelalgoma.com](http://www.essarsteelalgoma.com) |

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

From: Brenda.Stenta@essar.com [mailto:Brenda.Stenta@essar.com]

**Sent: Thu 12/20/2012 4:14 PM**

To: [susanmyers@shaw.ca](mailto:susanmyers@shaw.ca); Susan Myers

With respect to the Heritage Discovery Centre application before the Community Investment Fund, I'm afraid we are unable to proceed with this initiative at this time or in the coming year. We currently have several multi-year commitments before the Fund which we must maintain and we are not currently in a position to advance any new projects.

If there are other non-financial ways in which we can contribute to the Centre, we would be pleased to discuss them with you and your fellow committee executive.

I wish you a very Merry Christmas Susan and the very best for 2013.  
Take good care,

Brenda

(8)(a)

DEBBIE AMAROSO  
MAYOR

CORPORATION OF THE  
CITY OF SAULT STE. MARIE



October 2, 2012

Mr. Jim Hrusovsky  
Chief Executive Officer  
and  
Ms. Brenda Stenta  
Manager - Corporate Communications  
Essar Steel Algoma Inc  
105 West Street,  
Sault Ste. Marie, ON P6A 7B4

SUBJECT: "Proposed Heritage Discovery Centre"

Dear Mr. Hrusovsky and Ms. Stenta,

Recently I met with the Executive of the Sault Ste. Marie Historic Sites Board and they provided an update on the status of the Proposed Heritage Discovery Centre. It was indicated that they had sent correspondence to Essar Steel Algoma Inc. extending an opportunity for your company to take the lead and secure official naming rights to the Heritage Discovery Centre. On behalf of the City of Sault Ste. Marie, I would like to express our full support for this opportunity.

The City of Sault Ste. Marie turned 100 this year and we have been reflecting on where we have been in the past and where we are heading in the future. Essar Steel Algoma is sharing this 100 years of history in your operations and I can think of no better legacy to mark our shared history, than to see the Essar name on the community's only City owned National Historic Site.

Individually as residents and collectively as a community, we will continue to build on our legacy. As a historic place of significance the Ermatinger-Clergue National Historic Site has been pivotal in retelling our stories, reenacting our history and educating visitors and residents. The Proposed Heritage Discovery Centre would provide this National Historic Site with the ability to go forward and expand its programs to enhance the visitor experience, while providing accessibility and the necessary office space required for the staff and volunteers.

The Heritage Discovery Centre would further accommodate a Community Resource Centre (theatre) and serve as a vital link and anchor with the Bushplane Heritage Centre, Sault Ste. Marie Museum, Art Gallery of Algoma and Hub Trail, not to mention the other attractions located downtown and along the Boardwalk. The site is an education centre. Just this past week, over 1,000 schoolchildren toured over a period of two days, learning about important Sault Ste. Marie and Canadian history.

As the City of Sault Ste. Marie celebrates our 100<sup>th</sup> anniversary as an incorporated city, I think it is important to recall and recognize the significance of our heritage places and continue to preserve and maintain the integrity of those sites such as the Ermatinger-Clergue National Historic Site.

Sault Ste. Marie is a city rich with history and a venue such as the Heritage Discovery Centre is important so that our history can continue to be shared and presented in innovative ways. According to Tourism Sault Ste. Marie, the City of Sault Ste. Marie has seen an overall increase of tourist visitation this year, which is great news.

As Mayor of this community I am acutely aware of the community investments made by Essar Steel Algoma. I am very appreciative of the choices to support and strengthen education with contributions to our college, university and library; recreation in naming rights to our flagship community centre, and health care with the hospital, just to name a few.

The Heritage Discovery Centre investment would address our heritage and culture sector. As you know, this site is strategically located at the busiest major arterial corner in our downtown core; Bay at Pim Streets. Our Manager of Traffic advises the volume of traffic reaches 12,000 vehicles daily.

An updated report was presented to City Council by the Historic Sites Board at our last meeting. City Council has previously endorsed the Heritage Discovery Centre and originally set aside \$200,000 towards the project. The City and the Historic Sites Board have leveraged and invested \$337,000 on direct costs associated with the project that include the development of the Business Plan and construction drawings. As of today, we are most excited to have confirmed funding support from all three levels of government and have a total of \$3,118,000 of the \$3.88 m project.

We are at a critical point in the project of "go or no go" as we must enter into contracts with the senior levels of government to accept their funding. We are aware that a decision from Essar Steel Algoma may be coming in the near future on this request.

If you can give me an indication as to whether or not this project is being considered for the sole naming rights request which was previously communicated at \$600,000, that would be extremely helpful. This is a onetime request and could be managed over a two or three year period.

In valuing our roots and our heritage we are leaving our children and community a relevant and strong legacy. The Heritage Discovery Centre is an investment in our future that will be used for many years to come, not only by visitors but also by local residents, school groups and the community at large.

I congratulate the efforts of the Historic Sites Board and the Staff who have been involved in moving this project forward. I urge Essar Steel Algoma to seriously consider being a part of this most exciting endeavour. I, along with the Historic Sites Board would be happy to meet with you to discuss this opportunity further. Should you want to meet, please contact me or Kathryn Fisher, Curator, Ermatinger-Clergue National Historic Site at 705-759-5443.

Thank you for your time and we appreciate your consideration on this project.

Sincerely,



Debbie Amaroso  
MAYOR

CC: Historic Sites Board

DEBBIE AMAROSO  
MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

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

November 15, 2012

Mr. Guillermo Moreno  
Canadian Area Manager  
Tenaris Algoma Tubes  
547 Wallace Terrace  
Sault Ste. Marie, Ontario  
P8C 1L9

SUBJECT: "Proposed Heritage Discovery Centre"

Dear Mr. Moreno,

It was a pleasure to meet you at the Tenaris Algoma Tube's reception held at the Canadian Bushplane Heritage Centre this past Friday. It was a lovely event and I thoroughly enjoyed sharing stories with you. As you may be aware, the City of Sault Ste. Marie turned 100 this year and we have been reflecting on where we have been in the past and where we are heading in the future.

The Heritage Discovery Centre is an exciting project planned for the Ermatinger Clergue National Historic Site which will meet the increasing demand within our community to educate and celebrate our heritage through this state of the art facility.

Tenaris Algoma Tubes is an important corporate leader in our community and has shown a genuine understanding of the importance of heritage and cultural assets. I can think of none better than your company to put your name on this exciting project, the community's only City owned National Historic Site.

Individually as residents and collectively as a community, we will continue to build on our legacy. As a historic place of significance the Ermatinger-Clergue National Historic Site has been pivotal in retelling our stories, reenacting our history and educating visitors and residents. The Proposed Heritage Discovery Centre would provide this National Historic Site with the ability to go forward and expand its programs to enhance the visitor experience, while providing accessibility and the necessary office space required for the staff and volunteers.

The Heritage Discovery Centre would further accommodate a Community Resource Centre (theatre) and serve as a vital link and anchor with the Bushplane Heritage Centre, Sault Ste. Marie Museum, Art Gallery of Algoma and Hub Trail, not to mention the other attractions located downtown and along the Boardwalk. The site is an education centre. In one week alone this fall, over 1,000 schoolchildren toured over a period of two days, learning about important Sault Ste. Marie and Canadian history.

Mr. Guillermo Moreno  
Canadian Area Manager - Tenaris Algoma Tubes  
SUBJECT: "Proposed Heritage Discovery Centre"

Page 2

As the City of Sault Ste. Marie celebrates our 100<sup>th</sup> anniversary as an incorporated city, I think it is important to recall and recognize the significance of our heritage places and continue to preserve and maintain the integrity of those sites such as the Ermatinger-Clergue National Historic Site.

Sault Ste. Marie is a city rich with history and a venue such as the Heritage Discovery Centre is important so that our history can continue to be shared and presented in innovative ways. According to Tourism Sault Ste. Marie, the City of Sault Ste. Marie has seen an overall increase of tourist visitation this year, which is great news.

As Mayor of this community I am eager to see this project come to fruition. I am happy to say we have received tremendous support from the Federal and Provincial governments and along with the City funds, we are looking to secure corporate sponsorship of \$500,000 of this \$4 million project.

As you know, this site is strategically located at the busiest major arterial corner in our downtown core; Bay at Pim Streets. Our Manager of Traffic advises the volume of traffic reaches 12,000 vehicles daily. We are prepared to offer naming rights for a significant one time, corporate sponsorship which can be expended over three years 2013 - 2015.

An updated report was presented to City Council by the Historic Sites Board at our last meeting. City Council has previously endorsed the Heritage Discovery Centre and originally set aside \$200,000 towards the project. The City and the Historic Sites Board have leveraged and invested \$337,000 on direct costs associated with the project that include the development of the Business Plan and construction drawings. As of today, we are most excited to have confirmed funding support from all three levels of government and have a total of \$3,118,000 of the \$ 4m project.

We are at a critical point in the project as we must enter into contracts with the senior levels of government to accept their funding. We are requesting an indication of your interest in this project at your earliest convenience.

In valuing our roots and our heritage we are leaving our children and community a relevant and strong legacy. The Heritage Discovery Centre is an investment in our future that will be used for many years to come, not only by visitors but also by local residents, school groups and the community at large.

I would be happy to meet with you to discuss this opportunity further. Should you want to meet, please contact me at 705-759-5344.

Thank you for your time and I appreciate your consideration on this project.

Sincerely,



Debbie Amaro  
MAYOR

CC: Chris Belsito, Communications Specialist – Tenaris Algoma Tubes  
Historic Sites Board  
Joe Fratesi, CAO - City of Sault Ste. Marie



## **HERITAGE DISCOVERY CENTRE**

**SUPPORT LETTERS**

**From Partners**



# TOURISM

**Sault Ste. Marie**

*a division of the SSMEDC*

## **MEMO**

---

**TO:** Mayor and Council

**FROM:** Ian McMillan

**CC:**

**DATE:** January 14, 2013

**RE:** Heritage Discovery Centre

---

Please find attached the original letter of support that Tourism Sault Ste. Marie provided for the funding and development of the Heritage Discovery Centre at the Ermatinger-Clergue National Historic Site.

With the focus last year and for a few more years to come on the celebration of the War of 1812, and the subsequent importance of our heritage and culture as they relate to that event, the timing is perfect to consider moving forward with this unique attraction for our community.

Tourism Sault Ste. Marie certainly looks forward to working with the City to promote this exciting new tourist attraction.

Regards,

IAN MCMILLAN  
EXECUTIVE DIRECTOR OF TOURISM  
TOURISM SAULT STE. MARIE



Sault Ste. Marie  
ECONOMIC  
DEVELOPMENT  
CORPORATION



DEVELOPMENT  
Sault Ste. Marie  
a division of the SSMEDC



ENTERPRISE  
CENTRE  
Sault Ste. Marie  
a division of the SSMEDC



TOURISM  
Sault Ste. Marie  
a division of the SSMEDC

January 3, 2012

To Whom It May Concern  
Re: Funding Application – Heritage Discovery Centre

Dear Sir/Madam:

On behalf of Tourism Sault Ste. Marie Management and our private sector partners, I would like to lend support to the City of Sault Ste. Marie application for funding consideration to build the Heritage Discovery Centre as part of the Ermatinger.Clergue National Historic Site. These funds will enable the City to move forward in its efforts to enhance this facility, and to continue to provide Sault Ste. Marie with a first class attraction.

This project would enable the city to develop this site as a legacy project as part of the centennial commemoration of the War of 1812, of which this area played a significant role. Further the year 2012 also marks the 100<sup>th</sup> anniversary of the establishment of this city, and as such this important infrastructure project would also play a significant role in the celebrations planned for that year.

This Discovery Centre would be used to expand the educational component of the Ermatinger.Clergue site and provide a 50 seat theatre as well as facilitate the expansion of the Summer Kitchen. Further, this new space would provide an important archival area for the overall facility.

Most importantly to the tourism industry and the city as a whole, this new centre would enable the entire site to become a year round operation, as opposed to the summer/fall seasonal operation it is currently.

Even though the current site has limited resources, it has become a very important partner in Tourism Sault Ste. Marie, and supports the many marketing initiatives that are developed. This attraction has enabled us to position Sault Ste. Marie as a vacation destination, with a wide variety of tourist attractions and services.

Representatives from The Ermatinger.Clergue National Historic Site have been instrumental in developing the partnership with the Canadian Bushplane Heritage Centre, The Sault Museum and the Art Gallery of Algoma, that formed the 4-Culture program, which has now become a cornerstone in the overall promotions we undertake to attract visitors to our city.

...2





TOURISM  
Sault Ste. Marie  
a member of the OMNAC



Sault Ste. Marie  
ECONOMIC  
DEVELOPMENT  
CORPORATION



ENTERPRISE  
CENTRE  
Sault Ste. Marie  
a member of the OMNAC

2.

The City of Sault Ste. Marie has committed significant funding for the site, to substantially upgrade existing exhibits and add new interactive components to make it even more of a true tourist attraction

As we continue to develop our waterfront, an attraction of this magnitude will continue to act as a key anchor in the overall plan. It will remain one of the jewels in the waterfront crown that will help us realize that "critical mass" required to not only keep existing visitors longer, but attract a significant number of new travelers to this city.

The tourism industry hopes you will consider this funding application to help further develop this important industry partner.

Thank you for your time and consideration.

Yours truly

Ian McMillan  
Executive Director  
Tourism Sault Ste. Marie

## MEMORANDUM

TO: Mayor and Council

RE: Support for the Heritage Discovery Project

---

The Canadian Bushplane Heritage Centre is pleased to provide this letter in support of the Heritage Discovery Project at the Ermatinger Clergue National Historic Site. The Heritage Discovery Project is a necessary step toward achieving year round operations of the ECNHS. All cultural attractions in Sault Ste Marie would benefit from this development and, more importantly, the Heritage Discovery Project would contribute greatly to the sustainability of the Ermatinger Site.

The Canadian Bushplane Heritage Centre has partnered with the ECNHS and other cultural attractions in Sault Ste Marie for many years. We believe the Heritage Discovery Project will greatly strengthen those partnerships.

Thank you.

Michael A. Delfre

Executive Director

**Kathy Fisher**

---

**From:** Susan Myers  
**Sent:** January 14, 2013 6:29 PM  
**To:** gjsmed@shaw.ca  
**Cc:** Kathy Fisher  
**Subject:** RE: Heritage Discovery Project

Thanks Gord, much appreciated.

J. Susan Myers  
City Councillor Ward Two

705.256-6128

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

**From:** gjsmed@shaw.ca [mailto:gjsmed@shaw.ca]  
**Sent:** Mon 1/14/2013 11:52 AM  
**To:** Susan Myers  
**Cc:** Virginia McLeod; Scott McLellan; Louis Muio; Joe Cain; Jim Fitzpatrick; Jerry Masson; billpolnick@shaw.ca; Brian Watkins; Jim Waycik  
**Subject:** Heritage Discovery Project

Hi Susan  
The St. Mary's River Marine Heritage Centre is pleased to support the Heritage Discovery Project.  
Gordon Smedley,  
past chair, SMRMHC

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

From: Tasha Varpio [mailto:[tvarpio@saultdowntown.com](mailto:tvarpio@saultdowntown.com)]  
Sent: Tue 1/15/2013 4:06 PM  
To: Susan Myers  
Subject: Heritage Discovery Project

Hi Susan,

I am writing to confirm my support for the Heritage Discovery Project . The Downtown Association considers the Ermatinger-Clergue National Historic Site a valuable asset to Queen Street. The growth of the site will enhance Downtown Sault Ste. Marie. I look forward to the exciting developments.

Sincerely,  
Tasha Varpio

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)



January 16, 2012

To: Canadian Cultural Spaces Fund

Attention: Valerie Hopper

It is without hesitation that I write this letter in support of the new Heritage Discovery Centre that will become an integral part of the Ermatinger Clergue National Historic Site.

Sault Ste Marie and Algoma's rich history and culture will be brought to the forefront in 2012 – 2014 with the 100<sup>th</sup> anniversary of Sault Ste Marie, the 200<sup>th</sup> birthday of the Ermatinger Clergue House and the Bi-Centennial of the War of 1812. Algoma having been identified as the only Northern Ontario Region to have direct links to the War of 1812 will celebrate, commemorate and create the legacy through the building of this wonderful centre. This Discovery Centre will be a project that will continue to educate and capture the interest of young and old alike for many years to come. The addition of this new Centre to the National Historic Site will only enhance the services and heritage programming offered (currently seasonally).

Tourism is vital to Northern Ontario and this Centre will elevate our tourism product to a higher level. Through this centre we will welcome visitors and educate them on the vibrant and colourful history of not only our area but the history that helped to mold Canada into the country it is today.

Respectfully,

Carol Caputo  
Executive Director  
Algoma Kinniwabi Travel Association

(d)(4)



690 QUEEN STREET EAST SAULT STE. MARIE, ONTARIO P6A 2A4

p. 705-759-7278  
f. 705-759-3058  
e. heritage@saultmuseum.com  
w. www.saultmuseum.com

January 11th, 2012

To Whom It May Concern,

The Sault Ste. Marie Museum strongly endorses the application by Sault Ste. Marie Historic Sites Board for funding assistance to create a Heritage Discovery Centre.

This funding will assist in expanding the Ermatinger - Clergue National Historic Site to become a year-round attraction. As a founding partner of the 4Culture Partnership this would assist in the marketing of the partnership's Passport Program.

The centre will host a 1812 Legacy Gallery which will focus on the importance of Sault Ste. Marie's role in the War of 1812. This is the only northern Ontario location to play an integral part in this significant part of Canada's development.

In addition Charles Oakes Ermatinger an early fur trader built the first stone building in Sault Ste. Marie between 1812 to 1814. It is now a designated national historic site and it the oldest stone building northwest of Toronto.

The Museum would like to encourage a favourable review of this application in view of its benefit to the community and its positive impact on tourism for our city.

Sincerely,

Mr. Kim Forbes  
Director / Curator  
Sault Ste. Marie Museum

Strategic Direction 3: Enhancing Quality of Life  
 Objective 3A – Recreational/Cultural Infrastructure

Activity	Start Date	Completion Date	Results	Lead Role	Resources	Net Cost	Gross Cost	Funding Source	Approval Status	Budget Year(s)	Progress to March 31, 2013
West End Community Centre <ul style="list-style-type: none"> <li>• Phases 1 and 2 enhancements</li> <li>• Phase 3 – Review – rehabilitation/reconstruction of McMeekin Centre</li> </ul>	2014	2016	Indoor turf, library  Arena and ice surface	N. Apostle  N. Apostle		\$300,000  \$4 m	\$12 m	Invest Ontario grant + debt issue + NOHFC Senior levels of government	Report only	2011-2012	CIIF (FedNor) appl'n submitted  Design development drawings completed
Ermatinger-Clergue National Historic Site Discovery Centre <ul style="list-style-type: none"> <li>• Identify source funding</li> <li>• Construction Drawings (contingent upon funding)</li> </ul>	2011 2013	2012 2013/14	Completed project will include: Visitor Centre, summer kitchen redesign, site accessibility improvements	Historic Sites Board N. Apostle	B. Freiburger Historic Sites Board K. Fisher	\$200,000	\$4m	Pursuing additional funding. Confirmed funding: NOHFC \$1m; Cultural Spaces \$1.779m 1812 \$125,000			Actively pursuing funding opportunities  Construction drawings updated, ready for tendering.
Hub trail construction (as part of future construction) <ul style="list-style-type: none"> <li>• Queen Street – Simpson to Churchill Blvd</li> <li>• Finnish Rest Home connection – Fort Creek extension</li> <li>• Strathclair connection – Second Line crossing</li> <li>• International Bridge area – Albert to Huron Street section</li> </ul>	2013	2014	25 km multi-use trail  Cost is \$1m but not noted as a net cost in this activity as the work takes place as part of other construction	S. Turco	Planning & Engineering PWT STAC	TBD	TBD		Report	2013-2016	Design work subject to budget approval
Implement cycling master plan	2013	2016	Completion of Hub Trail to Hwy 17 E; Hub Trail to Hwy 17 N; Hub Trail to West End Community Centre	D. McConnell D. Elliott S. Turco	Engineering & Planning PWT STAC	TBD	TBD				Design work subject to budget approval
Steelton Seniors Centre parking lot	2012	2014	Asphalt surface	J. Cain	AAC	\$75,000	\$75,000	Capital from Current			Referred to 2013 budget

September 2012 14



April 22, 2013

Mayor Debbie Amaroso and  
 Members of City Council

## **HERITAGE DISCOVERY CENTRE**

### **PURPOSE**

This report is provided as additional information regarding the following Council resolution.

*Whereas the Heritage Discovery Centre \$4 million project has received Federal and Provincial funding of \$2.9 million (\$1.918 million from Canadian Heritage and \$1 million from NOHFC); and*

*Whereas four years ago, the City budgeted \$200,000 towards the capital costs for the project; and*

*Whereas at that time it was anticipated the balance of the project funding would be sourced through corporate sponsorship funding will be much less than expected; and*  
*Whereas recently a request was made to NOHFC for supplemental funds in the amount of \$450,000; and*

*Whereas the request to NOHFC was not met with success;*

*Therefore be it resolved that City Council ask the Commissioner of Finance to report on a possible method of proceeding to finance the balance of this project in order to proceed to tender; and*

*Further that any such recommendation would not require increasing current budget.*

### **BACKGROUND**

The Heritage Discovery Centre project has been reported on to Council since July 2009. Originally it was part of a submission to the Infrastructure Stimulus Fund (IFS) program (ranked fourth out of four) by the City in the list of project priorities. When it was announced that funding was not received from the IFS program the Historic Sites Board (HSB) approached Council to request approval to continue with the project and seek alternative funding with the City's contribution remaining the same, at \$200,000. The project went to tender, however due to timelines that could not be met for completion of the project which would have resulted in a substantially increased funding requirement by the City, Council decided to put the project on hold. Since that time, and as reported several times to Council, the Historic Sites Board has been working very hard to secure funding for the project.

## **ANALYSIS**

The project has secured a portion of the required funding from the senior levels of government through their funding programs. This comprises approximately three-quarters (\$2.9 million) of the estimated project construction costs.

The Historic Sites Board has undertaken initiatives over the past 12 to 15 months to fill the financial shortfall in the funding, however, that shortfall remains unfunded to date and is in the amount of approximately \$850,000. The Board has worked with the architect to scale down the estimated cost of the project. In addition, they have been exploring various funding sources such as NOHFC, FedNor, Naming Rights, and Essar Steel Algoma; however, they have been unsuccessful in securing additional funding other than what was reported to Council. Most recently, an application to FedNor was turned down and, a supplementary application to the NOHFC for additional funding was not approved.

## **IMPACT**

It does not appear that further funding will be realized for this project, and in order for it to go forward the City would need to fund the shortfall of approximately \$850,000. This is in addition to the amounts of \$200,000 already provided to the project, and the amount of the Sewage Surcharge (\$130,000) that is related to sewer work that should be completed but not directly related to the Heritage Discovery Centre project.

The Finance Department's report that appears elsewhere in your agenda addresses issues around the funding of the construction of the project, as well as the increase in the annual operating deficit that could be expected should Council wish to proceed with this project.

It is staff's opinion that the increased annual operating deficit would be closer to the upper end projection of \$105,000 annually that was identified in the Business Plan for the project. This amount will need to be accommodated by way of an increase in the annual levy.

The projected increase is based on the review of the annual "Fees and User Charges" over the past several years, as well as the annual visitations and the reduction in tourism to the City. In addition, the records indicate that since 1998-99, the actual attendance for most years has been well below the 10,000 visits that were experienced in 1998-99. The reason for mentioning this is because the Business Plan is based on annual visits of 15,000 and each visitor spending \$7.00 per visit.

(8)(a)

### STRATEGIC PLAN

The Heritage Discover Centre is identified in the Corporate Strategic Plan under Strategic Direction 3: Enhancing Quality of Life; Objective 3A – Recreational/Cultural Infrastructure.

### RECOMMENDATION

That the report of Commissioner of Community Services concerning the Heritage Discovery Centre project be received as information.

Respectfully submitted,

Nicholas J. Apostle  
Commissioner Community Services

RECOMMENDED FOR APPROVAL  
  
Joseph M. Prairie  
Chief Administrative Officer

Approved: April 22, 2013

cc: B. Freiburger, Commissioner of Finance  
K. McAuley Yukich, Chair Historic Sites Board

**William Freiburger, CMA**  
 Commissioner of Finance  
 and Treasurer



**Finance Department**

2013 04 22

Mayor Debbie Amaroso and  
 Members of City Council

**RE: HERITAGE DISCOVERY CENTRE –  
 ERMATINGER-CLERGUE NATIONAL HISTORIC SITE**

---

**PURPOSE**

The purpose of this report is to provide information relating to the resolution on this agenda regarding funding the proposed Heritage Discovery Centre.

**BACKGROUND**

Attached is a report and financial summary from Mr. Jacob Bruzas, Manager of Audits and Capital Planning regarding project costs for the Heritage Discovery Centre.

From the attached report, a City Council resolution dated July 27, 2009 approved the City providing ongoing operating costs for the Heritage Discovery Centre, estimated to be between \$12,000 and \$105,000 per year. An increase in the tax levy would be required to fund the additional annual operating costs.

**ANALYSIS**

If Council should wish to finance the Heritage Discovery Centre, the following plan is recommended.

As per the attached report, there is a funding shortfall of \$850,000 for the Heritage Discovery Centre.

In addition to the above \$850,000 shortfall, \$132,000 of sewer upgrades would be funded from the 2013 Sewer Surcharge budget and \$30,000 would be contributed from the 2013 Accessibility Committee budget.

Staff are planning to issue debt in 2013 for the West End Community Centre. An allocation of \$700,000 is included in the 2013 budget to finance the debt service costs for the West End Community Centre.

- More -

## Heritage Discovery Centre – Ermatinger-Clergue National Historic Site

2013 04 22

Page 2.

Staff would recommend that the \$850,000 shortfall for the Heritage Discovery Centre be added to the debt issue for the West End Community Centre and the two projects be funded by the current budget debt allocation of \$700,000.

**IMPACT**

The total debt payment costs for the Heritage Discovery Centre would be funded within the current budget allocations.

**STRATEGIC PLAN**

The Heritage Discovery Centre is part of the City's Strategic Plan under Objective 3A – Recreational/Cultural Infrastructure.

**RECOMMENDATION**

That the report of the Commissioner of Finance and Treasurer concerning funding of the Heritage Discovery Centre be received as information.

Respectfully submitted,

W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

attachment

RECEIVED MAY 20 2013  
Joseph M. Freyel  
Chief Administrative Officer

cc: N. Apostle  
J. Bruzas

**Jacob Bruzas, CPA, CA**  
 Manager of Audits  
 and Capital Planning



**Finance Department**

2013 04 22

Mayor Debbie Amaroso and  
 Members of City Council

**RE: HERITAGE DISCOVERY CENTRE –  
 ERMATINGER-CLERGUE NATIONAL HISTORIC SITE**

---

**PURPOSE**

The purpose of this report is to provide details on the known funding implications of the above-noted project.

**BACKGROUND**

This project was originally supported by Council in 2009, however, after tender amounts received were higher than anticipated, the project was delayed until such time that the project scope could be pared down and additional funding found.

Original Council Support:

**Council Resolution**

July 27, 2009 City Council Meeting Minutes  
 Clerk's Department

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that the report of the Chair, Historic Sites Board dated 2009 07 27 concerning Visitor Centre Legacy Project for the War of 1812 Bi-Centennial Commemoration be accepted and the recommendation that City Council endorse and support the Heritage Discovery Centre as follows:

- 1) commit the required municipal property to the west of the Ermatinger-Clergue National Historic Site on which to build the Centre;
  - 2) authorize the submission of applications for significant capital funding to various Federal and Provincial programs;
  - 3) commit to support the ongoing annual operations of the proposed Centre should it be built (this assumes that the cost to operate the site nets to zero if projected revenues are realized; the additional operating costs to the City in 2012 would range from \$12,000.00 to \$105,000.00 based on best-case and worst-case scenarios)
- be approved. CARRIED.

—More—

Heritage Discovery Centre – Ermatinger Clergue National Historic Site  
2013 04 22  
Page 2.

### **ANALYSIS**

In Mr. Chris Tossel's November 2011 report to the Historic Sites Board, he estimated the cost of the project to continue to completion to be approximately \$4 million. Inflationary factors have since added an additional \$60,000 to the project. This is in addition to the already incurred costs of \$338,000, bringing the total anticipated project cost to approximately \$4.4 million.

The \$338,000 to date has been fully funded by a combination of Canadian Heritage-Cultural Spaces funding and City funds.

The Historic Sites Board has been successful in securing funding from the following sources:

- NOHFC (\$1,000,000);
- Canadian Heritage-Cultural Spaces (\$1,778,000); and
- 1812 Commemorative Fund (\$140,000);

In addition to the above-noted funding, there is approximately \$130,000 available for this project from the Historic Sites and Heritage SSM Trust Funds; \$30,000 committed from the City's Accessibility Committee; and a further \$132,000 approved by the City's Engineering Department from the Sewer Surcharge budget for sewer work on the project site.

### **IMPACT**

Based on the approved funding and estimated total project cost, this leaves a projected shortfall of approximately \$850,000.

A summary of the financial breakdown as described has been attached for your information.

### **STRATEGIC PLAN**

The Heritage Discovery Centre is identified in the City's Strategic Plan.

### **RECOMMENDATION**

That the report of the Manager of Audits and Capital Planning concerning the current financial situation of the Heritage Discovery Centre be received as information.

Heritage Discovery Centre – Ermatinger Clergue National Historic Site  
2013 04 22  
Page 3.

Respectfully submitted,



Jacob Bruzas, CPA, CA  
Manager of Audits and Capital Planning

JB/

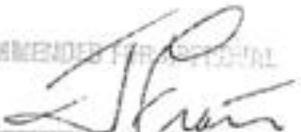
attachment

Recommended for approval,



W. Freiburger, CMA  
Commissioner of Finance and Treasurer

cc: N. Apostle, Commissioner of Community Services Department

RECOMMENDED FOR APPROVAL  
  
Joseph M. Strain  
Chief Admin. Services Officer

**Ermatinger Historic Site Visitor Centre****Cost/Funding Analysis**

As at Apr 22, 2013

**Expenditures:**

Costs to date:	337,827
Construction Cost Estimate:	3,500,000
Summer Kitchen:	160,000
Interpretive Features:	<u>400,000</u>
Total Projected Expenditures:	<u>4,397,827</u>

**Revenues:**

Funded to Date:	337,827 (Includes City Contribution of \$200,000 and Cdn Heritage Rd 1 funding)
-----------------	--

**Approved Funding:****Federal:**

Cdn Heritage-Cultural Spaces	1,778,000
Cdn Heritage-1812 Fund	<u>140,000</u>
	1,918,000

**Provincial:**

NOHFC	1,000,000
-------	-----------

**City:**

Accessibility Committee	30,000
City Engineering Department (Sewer Surcharge)	<u>132,000</u>
	162,000

**Other:**

Historic Sites and Heritage SSM Trusts	<u>130,000</u>
--	----------------

Total Funding:	<u>3,547,827</u>
----------------	------------------

Funding Shortfall:	<b>850,000</b>
--------------------	----------------

**Total City Funding Required:**

Accessibility Committee	30,000
City Engineering Department (Sewer Surcharge)	132,000
Funding Shortfall	<u>850,000</u>

	<u>1,012,000</u>
--	------------------

NUALA KENNY  
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK  
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO  
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. C3.6

2013 04 22

Mayor Debbie Amaroso and  
Members of City Council

#### **RE: ERMATINGER HISTORIC SITE – CONTRIBUTION AGREEMENTS**

#### **PURPOSE**

The purpose of this report is to provide comment on the contribution agreements that have been provided to the City by the Minister of Canadian Heritage.

#### **BACKGROUND**

The City has received two contribution agreements from the Minister to be put towards the Discovery Centre at the Ermatinger site. I have reviewed both contracts and suggested recommended changes. The majority of my changes have been implemented.

#### **ANALYSIS**

A number of my recommendations have not been addressed in the final copies of the contribution agreements. While I do not think that the concerns are fatal to the agreement they should be addressed. Specifically, the concerns are as follows:

1. The agreements provide funding for a one year period, terminating March 31, 2014. Eligible expenses must be incurred during this period. If the Centre is still under construction after April 1, 2014, funding is not guaranteed. It would be preferable to have the agreements for a longer term or to be extended on the mutual consent of the parties.
2. Notice should be given to the curator of the site rather than the mayor.
3. Both agreements obligate the City to provide "any information without delay" to the Minister upon request. This obligation may be difficult to meet. It would be preferable to amend the clause so that it indicates the City will make reasonable efforts to provide the information in a reasonable time period.

-more-

2013 04 22

Page 2

4. Both agreements bind the City to the "Values and Ethics Code for the Public Service". While I do not think the Code would be drastically different from the City's own policies and procedures, we have not received a copy of this code. It is difficult to agree to be bound by such a code without at least having reviewed the same.
5. Both contracts prohibit lobbying without proper registration under the *Lobbying Act*. There is a concern that this restriction may apply to volunteer citizens who would approach City Council for funding for the site. In my view, such individuals should be exempted from this requirement under the contract.

#### **IMPACT**

If the agreements are executed it will provide needed funding for the Discovery Centre.

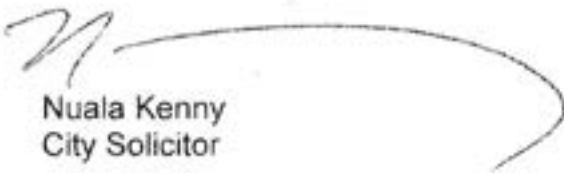
#### **STRATEGIC PLAN**

The financial contribution to the Discovery Centre is consistent with the strategic direction of enriching lives through cultural and recreational infrastructure.

#### **RECOMMENDATION**

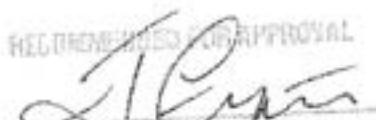
It is recommended that the concerns outlined in this report be again presented to the Minister to ensure clarity and compliance with the contribution agreements.

Respectfully submitted,



Nuala Kenny  
City Solicitor

NK/da

RECOMMENDED FOR APPROVAL  
  
John M. Flynn  
Chief Administrative Officer

## Malcolm White

---

**From:** Bianca Berlingieri  
**Sent:** April 17, 2013 7:36 AM  
**To:** Malcolm White  
**Subject:** FW: "Notice of Motion" requesting City staff to review SSMEDC & SSMIC Accountability Agreements  
**Attachments:** SSMEDC - MOU Report 2012.pdf; Possible Merger Draft Briefing Note v2 tv.doc; Cost Efficiencies 2013.xlsx; SSMIC Council Update Jan 2013.pdf; SSMIC Re Notice of Motion - Efficiencies.doc; 20130415121954.pdf

Malcolm,

Would you please insure that this email and all of its attachments are included in the Agenda material for the next meeting along with Councillor Sheehan's Notice of Motion. Thanks.

Joe

---

**From:** Tom Dodds  
**Sent:** April 16, 2013 10:32 PM  
**To:** Mayor Amaro  
**Cc:** 'j.fratesi@cityssm.on.ca'; Don Mitchell; Malcolm White; Tom Vair (tvair@ssmic.com)  
**Subject:** "Notice of Motion" requesting City staff to review SSMEDC & SSMIC Accountability Agreements

Dear Mayor and Council,

We were surprised to learn of Councillor Sheehan's "Notice of Motion" requesting staff to review the Accountability Agreements for the Sault Ste. Marie Innovation Centre and the Sault Ste. Marie Economic Development Corporation with the aim of creating greater efficiencies that ultimately result in taxpayer savings and more business creating well-paying jobs. As you are aware we provided these reports to Council last January.

Please find enclosed the following information, which we hope will assist you in discussions on this matter:

- January 21, 2013 report to the Sault Ste. Marie City Council on the Memorandum of Understanding for Accountability between the Sault Ste. Marie Economic Development Corporation and the City;
- January 2013 Sault Ste. Marie Innovation Centre Update to City Council on its Memorandum of Understanding with the City
- An April 2013 Sault Ste. Marie Economic Development Corporation Cost Efficiencies Report for 2008-2013
- An April 2013 Memorandum prepared by the Sault Ste. Marie Innovation Centre Concerning Cost Efficiencies
- March 1, 2011 briefing note prepared in response to Council's request to consider merging the SSMIC and the SSMEDC

We are happy to provide information to Council and demonstrate our effectiveness and efficiency in our economic development efforts. The accountability agreements provide a mechanism for us to report our progress, answer questions and ensure information flows back to the City on our activities. This year, we also voluntarily organized an open house session which was specifically designed to provide Councilors with an additional opportunity to learn in greater detail what we are up to and answer any questions.

We are sure that Council would want us focused on delivering results for the City of SSM (as much as we do) and each additional review and reporting exercise does cause staff efforts to be placed outside of achieving these results.

For example, this week finds us working on a number of multi-million dollar projects being undertaken and proposed by local and international companies. These require considerable effort on our part, in order to retain and expand businesses as well as attract investment to our community. We are proud of our efforts and our results.

We trust that you will find this helpful when considering the motion. In addition we ask that you also consider the following:

1. The City's current contribution of \$277,890 to the Sault Ste. Marie Innovation Centre represents approximately 14% of its budget. The City's current contribution of \$1.6 million to the Sault Ste. Marie Economic Development Corporation's budget represents approximately 33% of its total revenue. It is clear from this information that both organizations use the funds provided by the City to lever significant financial resources from other organizations, thereby making very efficient use of the monies provided from the City.

To put this in another perspective for every dollar that the city contributes to the Sault Ste. Marie Innovation Centre, it generates an additional six budgetary dollars and similarly, for every dollar provided by the City to the Sault Ste. Marie Economic Development Corporation is able to generate two additional budgetary dollars.

2. The concept of a merger between the EDC and Innovation Centre was contemplated and discussed in 2006 at the request of the City Finance Committee. The conclusion was reached that the community was better served with the organizations remaining separate but enhancing coordination and communication. There were a number of strategic reasons for this conclusion including:
  - Ability to leverage greater funding as separate entities
  - Benefits of tight focus per organization and recruitment of Board expertise to match this focus
  - Pending provincial Technology Centre Strategy
  - The cost savings for administration were minimal when compared to the benefits of remaining independent.
3. The EDC and Innovation Centre have both entered into accountability agreements with the City of Sault Ste. Marie to report performance metrics and value to the City of Sault Ste. Marie. Each was reported in January, 2013 and followed by a public open house where City Councilors were invited.
4. Both organizations work very close together to ensure that duplication is minimized and that the activities of one complements the other and whenever we partner on projects, such as OL G Modernization and the Naturallia business-to-business matchmaking Conference. One of the real benefits of having the Innovation Centre and the Economic Development Corporation as independent entities is the opportunity to allow the Innovation Centre to focus on science, technology, applied research and development opportunities. This allows the Sault Ste. Marie Economic Development Corporation to focus more on existing economic development business retention and expansion requirements, helping ensure that the fundamentals for community economic development are in

place. There is strong operational connection between the two organizations and considerable collaboration with other city organizations. The administrative overhead is minimal and the relationship between the two organizations is excellent.

5. Independently, and as exemplified by the attached reports, each organization has wherever possible undertaken actions to make the best use of the funds made available to it and identify ways to save money.

These are a few examples that I ask you and your colleagues to consider. As you may recall both the SSMEDC and SSMIC made presentations at City Council in January to discuss our obligations pursuant to our respective memoranda of understanding. We are delighted that City Council appreciates the importance of economic development and continues to support our organizations that support the future growth and development of the community.

In closing, we are happy to provide information to ensure taxpayer's money is well spent but hope this can be done in an effective and efficient manner for all stakeholders.

Tom Dodds and Tom Vair



*Powered by natural resources*

**Canada's leading business alliance forum on natural resources.  
Join us October 28th to 31st in Sault Ste. Marie, Ontario, Canada.**

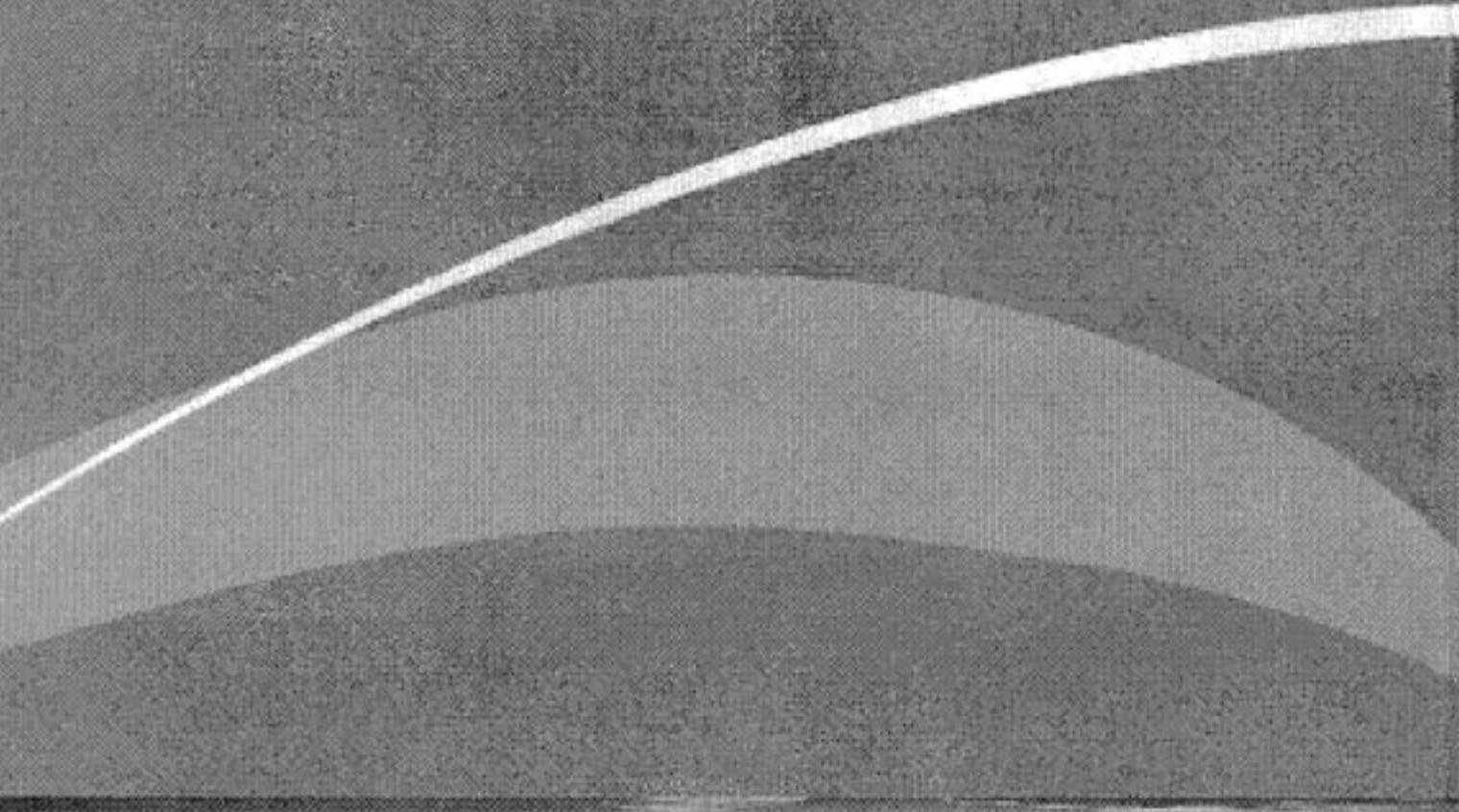
@naturallia2013

[facebook.com/naturallia2013](http://facebook.com/naturallia2013)

7(a)

Report on the  
**Memorandum of Understanding  
for Accountability**

January 21, 2013



Sault Ste. Marie  
**ECONOMIC  
DEVELOPMENT  
CORPORATION**

## Table of Contents

1. Note to Readers.....	1
2. Corporate Overview.....	1
3. Executive Summary/Division Activity.....	2
Business Sault Ste. Marie.....	2
Tourism Sault Ste. Marie.....	3
Corporate Services.....	4
4. Client Testimonials.....	5
5. Economic Scan.....	6
Business Confidence.....	6
Employment.....	6
Municipal Tax Base.....	7
Construction Values.....	7
6. MOU Deliverables - SSMEDC.....	8
SSMEDC Mandate and Mission.....	8
Best Practices.....	9
7. MOU Deliverables - City of Sault Ste. Marie.....	12
8. Reporting and Monitoring Requirements.....	12
Strategic Plan & Annual Reports.....	12
Financial Statements.....	12
City Representation on SSMEDC Board of Directors.....	13
SSMEDC Response to City Council Requests.....	13
City's Economic Development Fund - SSMEDC Role.....	13
9. Key Performance Indicators (KPI).....	13
KPI Overview.....	13
Economic & Related Considerations.....	14
Creation of New Jobs or Retention of Endangered Jobs.....	14
Creation of New Tax Assessment Through Retention of Endangered Businesses.....	15
Tax Assessment Growth.....	15
Building Permits.....	15
Addition/Retention of Businesses that have Diversified the City's Business Base.....	15
Attraction of More Visitors and/or More Visitor Spending Dollars.....	16
Economic Impact.....	16
Investing in Planning for Long-term Initiatives that are Most Likely to Lead to Growth.....	16

## 1. Note To Readers

This submission to Council represents the second time the Sault Ste. Marie Economic Development Corporation (SSMEDC) has reported on its obligations described in its Memorandum of Understanding (MOU) with the City of Sault Ste. Marie (see attachment). It provides information on MOU requirements for the period of October 1, 2011 to December 31, 2012.

The MOU and its associated key performance indicators serve as important tools and references for City Council, staff, the citizens of Sault Ste. Marie and the SSMEDC. These are complimented by reports on EDF funding requests and other economic development matters for Council's information and consideration, including the SSMEDC's 2011 Annual Report and 2012-2015 Strategic Plan Update.

This MOU report is meant to update City Council on SSMEDC activity and demonstrate a return for taxpayer investment. It's important to note, however, that none of this activity would be possible without the continued support of Council and the City staff team. While this report outlines SSMEDC activity, along with the wealth generation and job creation created by it, the activity is a result of Council's continued commitment to the Corporation, for which it is most grateful.

## 2. Corporate Overview

The SSMEDC is a not-for-profit organization governed by a Board of Directors that includes a City Councillor and the Mayor (ex-officio), along with individuals who represent the community's private, public and non-profit sectors. The Corporation receives operating and project funding from the City of Sault Ste. Marie, senior levels of government and the private sector.

To fulfill its mandate, the Sault Ste. Marie Economic Development Corporation is organized around three divisions, each with unique functions. They are:

**Business Sault Ste. Marie:** Supports existing businesses and attracts external businesses to create/retain jobs and increase the Municipal tax base.

**Tourism Sault Ste. Marie:** Delivers marketing strategies and activities, develops tourism-related products and attracts and supports events, all of which are designed to increase visitation levels to the city.

**Corporate Services:** Provides support for the Corporation as a whole, including finance, information technology, human resources and communications, and is also responsible for SSMEDC Board of Directors governance, Destiny Sault Ste. Marie and administering the City's Economic Development Fund.

## 4. Executive Summary/Division Activity

### BUSINESS SAULT STE. MARIE

- Work with small-to-medium-sized businesses and youth clients led to:<sup>\*</sup>

• Business start-ups:	16
• Business expansions:	10
• Job creation:	96-100 positions
• Job retention:	129 positions
• Total community investment:	\$15.5 million +
- Averaging between 20 and 30 consultations per month, the Business Sault Ste. Marie team is currently working with 18 companies that are considering expanding and 15 entrepreneurs who are looking to start-up.
- Delivered business outreach activity to support Elliot Lake citizens following the collapse of the Algo Centre Mall.
- Secured and began planning for the 2013 Naturallia International Forum, a business matchmaking event involving about 150 companies from around the world.
- Developed the Sault Community Entrepreneur Network Exchange (SCENE), a forum where current and aspiring entrepreneurs can find support.
- Coordinated the Sister City agreement signing between the Twin Saults and continued to build strong working relationships with communities in northern Michigan through participation in the Upper Peninsula Economic Development Association.
- 10 clients took part in the 2012 Summer Company youth entrepreneurship program.
- Assisted with the production of five feature films, including the Story of Luke, Pride of Lions, Split Decision, Compulsion and Sweamet.
- Supported the community's physician recruitment efforts by providing city tours to 15 visiting doctors.
- Hosted the 2012 Bridges to Better Business, an event involving more than 150 attendees that featured seminars, networking opportunities and an awards ceremony.
- Hosted several business and government delegations from countries around the world, including Korea and the United States.
- Completed a partnership with Ontario Works/City's Social Services Department to provide entrepreneur training to at-risk youth.

\*Start-up and expansion numbers are lower than the previous reporting timeframe, as business support programs from senior levels of government were impacted by two election cycles lasting around six months (September 2011 to February 2012). This limited the opportunity to assist SSMEDC clients in accessing financial resources to grow and expand their operations, which reduced business start-up and expansion initiatives.

**TOURISM SAULT STE. MARIE**

- Worked with community groups to attract or host 29 meetings, conventions or sports tournaments, which drew:
  - Visiting delegates: 7,935
  - Direct visitor spending: \$6.7 million
- When factoring spin-off economic activity, one event alone, the 2012 CARHA Hockey World Cup, generated a total of \$13.3 million, according to the Canadian Sport Tourism Alliance.
- Successfully bid on a number of upcoming events, including the 2013 Telus Cup Midget AAA Championships, 2013 Crime Stoppers Conference, 2013 Ontario Basketball Association Championships, and 2013 Ontario Professional Firefighters Convention.
- Sold more than 5,720 attraction packages, most sales made on Tourism Sault Ste. Marie's new online reservation system, the first of its kind in Northern Ontario, which led to:
  - Visitor days: 11,419
  - Direct visitor spending: \$1.4 million
- Tourism website won 2011 marketing award from Economic Developers Association of Canada; Events Brochure won 2011 marketing award from Economic Developers Council on Ontario; and Visitors Guide won 2012 award from the Ontario Tourism Marketing Partnership Corporation.
- Helped develop a mapping brochure for the John Rowswell Hub Trail, an attraction that helps draw tourists while increasing the quality of life for local citizens.
- Hosted familiarization tours for travel writers, which generated nearly \$300,000 in unpaid marketing with stories various publications, including:
  - The Globe and Mail
  - The Toronto Star
  - Canadian Geographic Traveller
  - The Toronto Sun
  - Great Lakes Magazine
  - Dreamscapes Magazine
- Tourism Sault Ste. Marie Facebook page now has more than 15,000 fans, while its Northern Ontario page has over 30,000 fans.
- Working to establish a North Channel Lake Huron Bike Route between Sault Ste. Marie and Sudbury, along with product development surrounding the iconic Group of Seven artists.

## CORPORATE SERVICES

- Initiated the OLG/SSM Modernization Project, designed to best position Sault Ste. Marie to take advantage of the modernizing of lottery and gaming in Ontario by:
  - Ensuring Sault Ste. Marie remains the head office of the OLG;
  - Establishing a Centre of Excellence for Lottery and Gaming with the Sault Ste. Marie Innovation Centre, OLG and private sector partners;
  - Developing a business case that demonstrates the community's advantages for private sector lottery and gaming operators; and
  - Retain employment in the city's lottery and gaming sector.
- Worked with regional cities and economic development partners to help ensure Sault Ste. Marie benefits from, and its priorities are in line with, the Provincial Government's Growth Plan for Northern Ontario.
- Worked with the new owners of the former St. Marys Paper property to develop multiple uses for the site, an initiative that will continue in 2013.
- Released an updated Strategic Plan 2012 - 2015, which highlights the direction the SSMEDC is heading and where it will be focusing attention.
- Provided due diligence on three applications for the City's Economic Development Fund, including:

• OLG/SSM Modernization Project:	\$ 100,000
• Smart Energy Strategy Implementation:	\$ 95,000
• Rural Agri-Innovation Network (RAIN) Pilot:	\$ 30,000
- Began a strategic Human Resources Review of the Corporation, set to be complete in early-2013.
- Developed a new website, [www.sault-canada.com](http://www.sault-canada.com), designed to be more interactive and easier to navigate.
- Following the establishment of a partnership with Shaw TV to produce SSMEDC-related news segments, six feature stories were shot, edited and aired on the community programming channel.
- Produced and released 11 newsletters, called The Pulse, which is sent digitally to approximately 2,500 recipients around the community, region, country and world.
- Released 25 press releases, all of which generated media coverage in local and regional news outlets.
- Took part, with other SSMEDC divisions, in the planning of Celebrate 100!, the City's year-long commemoration of its 100th birthday.

## 4. Client Testimonials

"The SSMEDC helped us access funding programs and new markets around the world."

- *Tony Porco, President of SIS Group*

"When I came here for my initial city visit, everyone went out of their way to make me feel welcome. I saw a real sense of community, which attracted me here. In the end, it was an easy choice."

- *Dr. Rishi Ghosh, who was given a community tour by the SSMEDC when looking for a place to practice*

"Our solid partnership with the SSMEDC has helped us go after and host some big-name events, and we look forward to continuing this partnership for years to come."

- *Mike Murphy, Co-Chair of the 2012 Ontario Midget AAA Championships and 2013 Telus Cup National Midget AAA Championships*

"The SSMEDC was extremely helpful with my start up. They're a big part of the reason I'm operating my own business today."

- *Lawyer Gary Knox, who opened a law firm in 2012*

"The SSMEDC was very helpful in coordinating with the local accommodations sector."

- *Dave Zagordo, Co-Convenor of the 2012 OFSAA Girls AA High School Basketball Championships*

"The SSMEDC's assistance was a huge help. I couldn't have done it without them."

- *Jeannette Orazietti, owner of Jeannette's Custom Cakes, who appeared on the Slice Network TV show Cake Walk.*

"There were plenty of resources available. The SSMEDC was very helpful and supportive."

- *Youth entrepreneur Calvin Young, owner of Vantage Boards*

"The SSMEDC provided a good listening ear and helped me with pricing and marketing ideas. They helped me realize the cost effectiveness of the business."

- *David Greer, owner of Celebrate Your Day Your Way Party Centre*

## 5. Economic Scan

From October 1, 2011 to December 31, 2012, the Sault Ste. Marie economy remained relatively stable, despite continued economic turmoil around the world. This stability was reflected by:

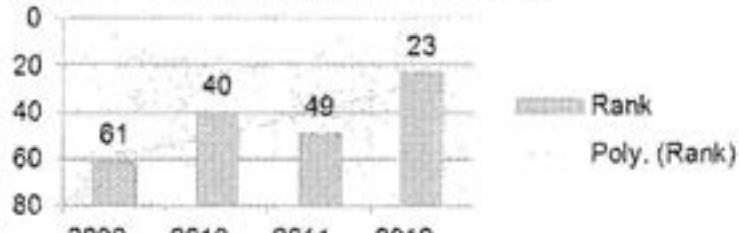
- Relatively low unemployment rates;
- Relatively stable municipal tax base;
- Stable population; and
- Continued business confidence.

### BUSINESS CONFIDENCE

In a 2012 report on business confidence from the Canadian Federation of Independent Business (CFIB), Sault Ste. Marie ranked second in Ontario. CFIB gathered data on things like business owner optimism, entrepreneur success, quality of life and the perception of Municipal government policy. In the report, the Sault scored particularly high on life satisfaction, with 91% of respondents very satisfied or satisfied in this regard. Equally significant, the community climbed in its entrepreneurial ranking since the 2011 CFIB survey, jumping from 49th to 23rd in Canada

**CFIB: Sault Ste. Marie Ranking (all of Canada)**

The report, titled *Communities in Boom: Canada's Top Entrepreneurial Cities*, was published in The National Post. Released in October 2012, it looked at 103 cities across the country with a population of 25,000 or more.

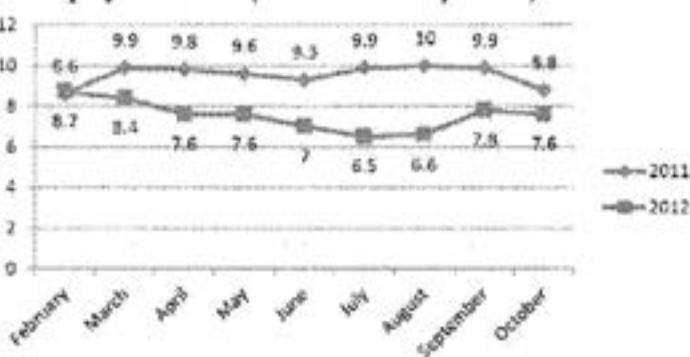


Source: Canadian Federation of Independent Business

### EMPLOYMENT

#### Throughout 2011 and 2012, Unemployment Rate (2011/2012 Comparison)

when much of the global economy remained in a period of turmoil, the Sault Ste. Marie economy held its own. Monthly comparative average unemployment rate lowered 2.1%, from 9.6% in 2011 to 7.5% in 2012.



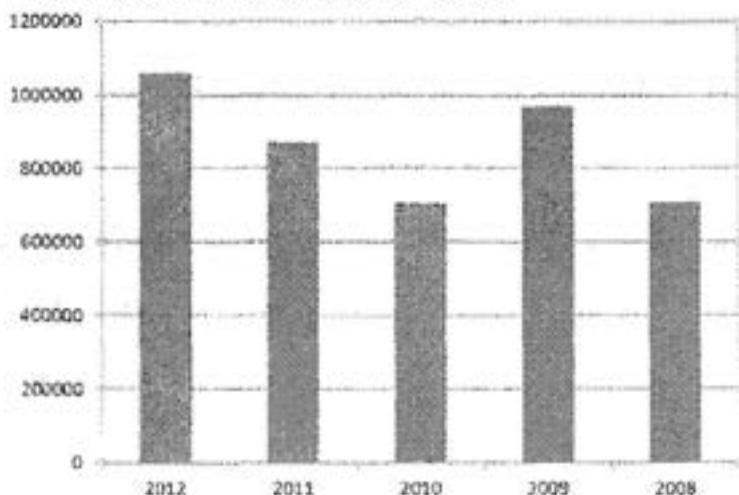
Note: No data was available for January 2012 or November 2012, so comparative only captures February to October.

Source: City Planning Division

### MUNICIPAL TAX BASE

For the past several years, there has been steady growth in the Municipal tax base. Caused by the construction of new residential, commercial and institutional buildings, along with tax assessment increases, the growth signifies a relatively strong economy. Tax increases to the City have been on the rise for the past three years, reaching \$705,252 in 2010, \$870,846 in 2011, and \$1,059,399 in 2012.

**Total Increase in Tax Revenue to the City**

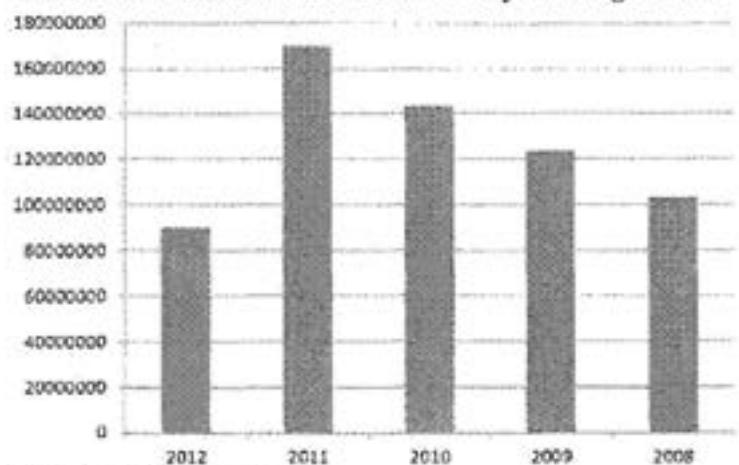


Source: City Finance Department

### PRIVATE AND PUBLIC SECTOR INVESTMENT

In 2012, building permits were lower than in past years, caused by a decrease in institutional construction. In recent years, major public projects at new elementary and high schools, along with expansions to Algoma University and Sault College, significantly bolstered permit amounts. With new schools and a new bridge plaza slated for construction in 2013, values are expected to increase accordingly.

**Total Value of Construction Based on City Building Permits**



Source: City Building Division

## 6. MOU Deliverables - SSMEDC

In the summer of 2009, the City of Sault Ste. Marie and Sault Ste. Marie Economic Development Corporation signed a Memorandum of Understanding (see attachment) intended to ensure there is an understanding of accountability between the two organizations and to put in place time frames for reporting and communications. In recognition of the vital role of economic development plays in Sault Ste. Marie and area to support job creation, attract new tax assessment, and to carry out strategic economic development initiatives, the City and SS MEDC agreed to sign this MOU to provide clarity, agreement on reporting and to increase the collaboration and support between the two signing parties.

The following addresses each specific element of the MOU where there is an obligation to undertake an activity or to report on the outcomes of the various SS MEDC divisions:

### **SSMEDC MANDATE & MISSION**

The mission described in the MOU is achieved through the Corporate mission and mandate, as outlined in the SS MEDC's 2012-2013 Strategic Plan.

#### **Mandate**

The Sault Ste. Marie Economic Development Corporation is a not-for-profit Corporation, funded by public and private partners. It is the City's lead agency on economic development providing strategic advice, policy, implementation of projects, Economic Development Fund recommendations, pertaining to economic development (which is inclusive of tourism) and private sector relations.

#### **Mission Statement**

The Corporation's mission is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings, which facilitate:

- The creation and retention of wealth in the community;
- Increasing productivity and global competitiveness;
- Inward investment and trade; and,
- The marketing and promotion of local business development and tourism;

thereby achieving the Corporate vision.

The SS MEDC's Strategic Plan, Business Plans, operations, activities, initiatives and organizational structure are predicated on carrying out this mission. The Corporation's 2011 Annual Report and Strategic Plan 2012 - 2015 (both presented to Council in 2012) provide a clear description of how the SS MEDC is proceeding.

## BEST PRACTICES

In 2008, Millier Dickinson Blais Inc. undertook a third-party, independent review of the SSMEDC, which was commissioned by the City of Sault Ste. Marie. The overarching intent for this initiative was to ensure that:

- The City is receiving value for its dollars and levering a reasonable number of economic development opportunities;
- The SSMEDC is providing a necessary service to the City of Sault Ste. Marie;
- Recommendations are provided to improve on the governance of the SSMEDC in the event that the Corporation is found to be ineffective;
- The performance measures are identified that enable the general performance of the SSMEDC to be evaluated; and
- The duplication of services, both internal and external, is identified.

As the Executive Summary to the third-part review states, the City receives a significant return on its investment through the operations and activities of the SSMEDC. The results, based on accountability measures used in conducting this review, concluded that there is a positive return on the City's investment, and this should be seen as indicator of strong performance. The study went on to say that the SSMEDC needed to be more proactive in communicating this message to City Council and the public at large. It also made a series of recommendations regarding performance measurement, governance and administration, and communications. The SSMEDC has adopted and implemented these recommendations, which are reflected in this report.

The following outlines the best practices through which the SSMEDC operates:

### Governance

The SSMEDC has a Board of Directors consisting of 13 directors, including a City Councillor and the Mayor, along with liaison (non-voting) members representing the Community Development Corporation of Sault Ste. Marie & Area and the Presidents of Algoma University, Sault College and the Chamber of Commerce. The Board includes individuals from various private, public and non-profit sectors in the community. The skill sets and experience of the directors is diverse, which gives the SSMEDC a wide range of viewpoints and expertise, something required in the dynamic, ever-changing environment of economic development.

The Board abides by SSMEDC corporate bylaws as well as established corporate, administrative and financial policies. There are two permanent committees: the Executive Committee, chaired by the SSMEDC President, includes the Past-President, Vice-President, Treasurer and Secretary to the Board; and the Finance Committee, chaired by the Treasurer, includes committee members from the community with strong financial backgrounds.

The Executive Committee meets on a regular basis each month to discuss the activities of the Corporation, policy and strategic matters as well as to provide direction to the Chief Executive Officer. The Finance Committee's generally meets once a month to review the Corporation's financial information and provide direction to the management team on specific matters related to financial policy as required.

### **Management**

The senior management of the SSMEDC consists of the Chief Executive Officer (Tom Dodds) and Executive Directors for each of the Corporation's three divisions — Business Sault Ste. Marie (David Murphy), Tourism Sault Ste. Marie (Ian McMillan) and Corporate Services (Debbie LaFleur) — along with the SSMEDC's Financial Controller (Karen Madigan). The management team works closely with staff to deliver the programs, services and initiatives identified in the Corporation's Strategic Plan and Business Plans, under the direction and governance of the Board of Directors.

The SSMEDC is also very fortunate to have an excellent team of individuals from a variety of backgrounds who are pivotal to the success of the organization. In the summer of 2011, SSMEDC staff undertook independent, third-party surveys to assess the organization's leadership culture. The survey indicated that the Corporation has a strong and creative leadership culture, and that the organization is high-performing and wants to perform even better.

### **High-Performing Economic Development Organizations**

In 2011, the International Economic Development Council released a report, entitled *High-Performing Economic Development Organizations*. SSMEDC staff undertook an evaluation of this study and assessed the success factors of high-performing EDOs in relation to their organization's performance. Staff concluded that they share the eight success factors typical of high-performing organizations. Collectively, staff identified having a strong Strategic Plan as the top priority, building strong alliances and networks is the second priority and measuring results is the third priority. All of those surveyed also indicated having passionate, strong capable leadership is absolutely critical to the success of the organization.

These eight success factors are reflected in the SSMEDC's 2012 - 2015 Strategic Plan Update. The Corporation continues to use this study as a means to ensure that it maintains a high-level performance to meet the economic development needs of the community.

### **Public Relations (Communications)**

The Millier Dickinson Blais study also pointed out the need for more effective communications with City Council, funding partners and the public at large. Since that time, the SSMEDC has hired a full-time Communications Coordinator. This position has substantially assisted the Corporation in raising its profile and presence in the community and region. Methods and material used to reach local, regional, national and international audiences include a semi-monthly newsletter (*The Pulse*), routine press releases, YouTube videos, Shaw TV news segments, social media, and columns and stories published in various media outlets.

The SSMEDC is continuing to make communications and public relations a priority within the organization. It unveiled a new, more-user-friendly website in 2011 and will be preparing a more comprehensive Communications Strategy in 2013. This is in addition to regular, ongoing attendance at City Council meetings for a wide-range of topics and matters.

### **Financial Management**

In addition to the Financial Committee's responsibilities previously noted under the Governance section, the SSMEDC receives annual independent audits of its financial statements. The Corporation has well-qualified, competent financial staff who ensure the budget remains on track, policies and procedures are followed and that senior management are regularly informed on the financial status of the organization. Financial statements are reported on a monthly basis and all checks are signed by at least two individuals with designated signing authority. This includes at least one member of the Board of Directors.

### **MOU Strategic Outcomes**

The Memorandum of Understanding between the Sault Ste. Marie Economic Development Corporation and City of Sault Ste. Marie contains three strategic outcomes. They are:

- Job creation/retention;
- City tax assessment; and
- The completion of key economic development projects.

### **Positive Working Relationships in the Community**

As outlined in the Memorandum of Understanding, the Sault Ste. Marie Economic Development Corporation works on a professional basis, in good faith and integrity with the Mayor, City Council, City staff, its community partners, businesses, clients and the general public. It focuses on remaining non-political, maintaining positive relationships with all individuals and strives to ensure a high standard of satisfaction for all people and parties it engages.

In reference to high-performing economic development organizations, and as referenced in its 2012 - 2015 Strategic Plan Update, the SSMEDC's Guiding Principles focus on:

- Leadership and collaboration;
- A competitive business environment;
- High quality of life;
- People come first focus;
- Integrity and trust; and
- Sustainability.

In 2013, the SSMEDC plans to continue its initiative to develop client satisfaction surveys to ensure that these positive working relationships are maintained and improved in the future.

## 7. MOU Deliverables - City of Sault Ste. Marie

In accordance with the MOU, the City shall, unless otherwise directed by Council:

- 1.) Work with the SSMEDC as the lead agency for economic development, strategic advice, policy, implementation projects, Economic Development Fund recommendations, etc. pertaining to economic development and private sector relations;
- 2.) Provide to the SSMEDC moral support and recognition for its efforts based upon positive strategic outcomes and success stories;
- 3.) Provide continued financial support for the operations of the SSMEDC, as approved in the City's annual budget. The City of Sault Ste. Marie would also consider special financial requests from the SSMEDC for those economic development activities that would be above and beyond the existing agreement as a result of significant events or opportunities that would support economic development. These special requests could be in the form of applications to the City's Economic Development Fund or through other City financial tools; and
- 4.) Work in a lead role with SSMEDC as a partner on City infrastructure, regulations and special projects that would support priority economic development enablers that would be effective in attracting and supporting new and existing private and public sector investment.

With respect to the specific MOU provisions related to the City's obligations, the SSMEDC has supported the City as the lead agency in economic development and has provided advice to the City on important matters such as the Growth Plan for Northern Ontario, Gateway site, Economic Development Fund and the deep water port. The SSMEDC will be most effective in supporting the City, provided that it has an appropriate annual budget to maintain and increase its global competitiveness and, where required, receive special funding to support and undertake projects of critical strategic importance to the community. The Corporation recognizes the importance of this MOU and key performance indicators in demonstrating its value to the community and City.

## 8. Reporting and Monitoring Requirements

### STRATEGIC PLAN & ANNUAL REPORTS

The SSMEDC's 2012 - 2015 Strategic Plan and 2011 Annual Report were presented to City Council in 2012.

### FINANCIAL STATEMENTS

The latest full financial statement for the Corporation is available on Pages 24 and 25 of the its 2011 Annual Report.

### CITY REPRESENTATION ON THE SSMEDC BOARD OF DIRECTORS

The City of Sault Ste. Marie is currently represented on the SSMEDC Board of Directors by Councillor Brian Watkins, who assumed the position in early-2013. Prior to this, Councillor Susan Myers served the position for several years. Finally, similar to her predecessor, Mayor Debbie Amoroso has also served on the Board in a non-voting, ex-officio capacity since her election in 2010.

### SSMEDC RESPONSE TO CITY COUNCIL REQUESTS

Between the period of October 1, 2011 and December 31, 2012, the SSMEDC has regularly responded to requests or referrals from City Council. All have been responded to and addressed by various staff in a timely fashion.

### CITY'S ECONOMIC DEVELOPMENT FUND – SSMEDC ROLE

The EDF is a City of Sault Ste. Marie fund established annually by City Council for initiatives that support job creation, an increase of new tax assessment through investments and economic development projects. The Sault Ste. Marie Economic Development Board of Directors evaluates EDF applications and provides recommendations to Council. However, it should be noted that this is not an SSMEDC fund and is at the sole discretion of City Council. The SSMEDC's Corporate Services division provides administrative support for Economic Development Fund applications, which may be brought to City Council.

Between October 1, 2011 and December 31, 2012, the SSMEDC reviewed and recommended approval for the following projects:

• OLG/SSM Modernization Project:	\$ 100,000
• Smart Energy Strategy Implementation:	\$ 95,000
• Rural Agri-Innovation Network (RAIN) Pilot:	\$ 30,000

## 9. Key Performance Indicators (KPI)

### KPI OVERVIEW

The purpose for the key performance indicators is to bring focus to the activities of the SSMEDC and enable the City of Sault Ste. Marie and the public to determine whether the resources provided to the organization is providing value for the money. The 2008 study by Millier Dickinson Blais concluded that there was a positive return on the City's investment, and this should be seen as an indicator of strong performance.

## ECONOMIC & RELATED CONSIDERATIONS

There are economic factors external to the community over which the SSMEDC and City of Sault Ste. Marie have no control. These factors must be considered when assessing performance of the Sault Ste. Marie Economic Development Corporation. They include:

- The value of the Canadian dollar with respect to other currencies;
- Energy and fuel costs, interest rates and unemployment rates;
- Market conditions for key commodities such as steel and forest products;
- The state of international, national and provincial economies; and
- The financial condition of the Government of Canada and Province of Ontario

In a globally-competitive economy, it is critical that the City of Sault Ste. Marie and community recognize the vital role that they play in supporting business development. Together, along with the SSMEDC, they set the environment for economic growth in Sault Ste. Marie. Without this support and a conducive environment, the community would be a less competitive place to do business. The support and contributions made by the City to the Sault Ste. Marie Economic Development Corporation represent an investment in the future and demonstrate to those within and outside the community that it is committed to business growth and economic development.

The reader is encouraged to consider these factors when assessing this MOU and the associated key performance indicators.

## CREATION OF NEW JOBS OR RETENTION OF ENDANGERED JOBS

The Sault Ste. Marie Economic Development Corporation has undertaken a conservative approach to identifying the creation of new jobs and the retention of existing jobs. The following figures only make reference to businesses and jobs where the SSMEDC has had a substantial role in assisting the organization, which led to the creation or retention of jobs.

From October 1, 2011 to December 31, 2012, SSMEDC work and consultations with small-to-medium-sized businesses and youth clients led to:<sup>\*</sup>

• Business start-ups:	16
• Business expansions:	10
• Job creation:	96-100 positions
• Job retention:	129 positions
• Total community investment:	\$15.5 million +

Meanwhile, averaging between 20 and 30 consultations per month, the Business Sault Ste. Marie team is currently working with 18 companies that are considering expanding and 15 entrepreneurs who are looking to start-up.

### **CREATION OF NEW TAX ASSESSMENT THROUGH RETENTION OF ENDANGERED BUSINESSES**

There are number of factors that make it considerably difficult to precisely determine new or retained tax assessment. There is often considerable delay between the time a new business is established or constructed and the point at which Municipal Property Assessment Corporation (MPAC) communicates the value of any new assessment to the City Tax Division. As such, the figures for new assessment at any given year do not necessarily reflect the establishment or construction of new businesses during that year.

The best that the Sault Ste. Marie Economic Development Corporation can do in presenting information to City Council to make a determination on key performance indicators is to provide information on assessment growth and provide an indication of the number of building permits issued in any given period of time.

### **TAX ASSESSMENT GROWTH**

During the past several years, there has been steady growth in the Municipal tax base in Sault Ste. Marie. This is caused by the construction of new residential, commercial and institutional buildings, coupled with tax assessment increases. The growth signifies a relatively strong economy. Tax increases to the City reached \$705,252 in 2010, \$870,846 in 2011, and \$1,059,399 in 2012 (See graph on Page 7 of this report).

### **BUILDING PERMITS**

In 2012, construction activity, as identified in the issuing of building permits by the City of Sault Ste. Marie, was lower than previous years (see comparative graph on Page 7). The year saw just over \$90 million in permits issued. In 2011, the amount neared \$170 million. The lower total for 2012 was caused, in part, by a decrease in institutional construction. In recent years, major public projects at new elementary and high schools, along with expansions to Algoma University and Sault College, significantly bolstered building permit amounts. With new schools and a new Federal Bridge Plaza slated for construction in 2013, values are expected to increase accordingly.

### **ADDITION/RETENTION OF BUSINESSES THAT HAVE DIVERSIFIED THE CITY'S BUSINESS BASE**

From October 1, 2011 to December 31, 2012, the SSMEDC worked with 26 small-to-medium-sized businesses. This activity generated more than \$15.5 million in direct investments for the community.

### ATTRACTION OF MORE VISITORS AND/OR MORE VISITOR SPENDING DOLLARS

From October 1, 2011 to December 31, 2012, Tourism Sault Ste. Marie, working with community groups, attracted or hosted 29 meetings, conventions or sports tournaments. This activity drew 7,935 visiting delegates, which led to direct visitor spending of \$6.7 million. When factoring spin-off economic activity, one event alone, the 2012 CAR-HA Hockey World Cup, generated a total of \$13.3 million, according to the Canadian Sport Tourism Alliance.

During that same reporting period, Tourism Sault Ste. Marie was instrumental in the sale of more than 5,700 consumer packages, involving overnight accommodations and attractions such as the Agawa Canyon Train Tour, Searchmont Resort, Canadian Bushplane Heritage Centre and OLG Casino Sault Ste. Marie. The sale of these packages generated 11,419 visitor days in the community, which led to \$1.4 million in direct visitor spending.

### ECONOMIC IMPACT

As reported in previous sections of this document, the economic impact to the community due to the efforts of the SSMEDC, in partnership with local businesses and other partners, for the reporting period is a combination of:

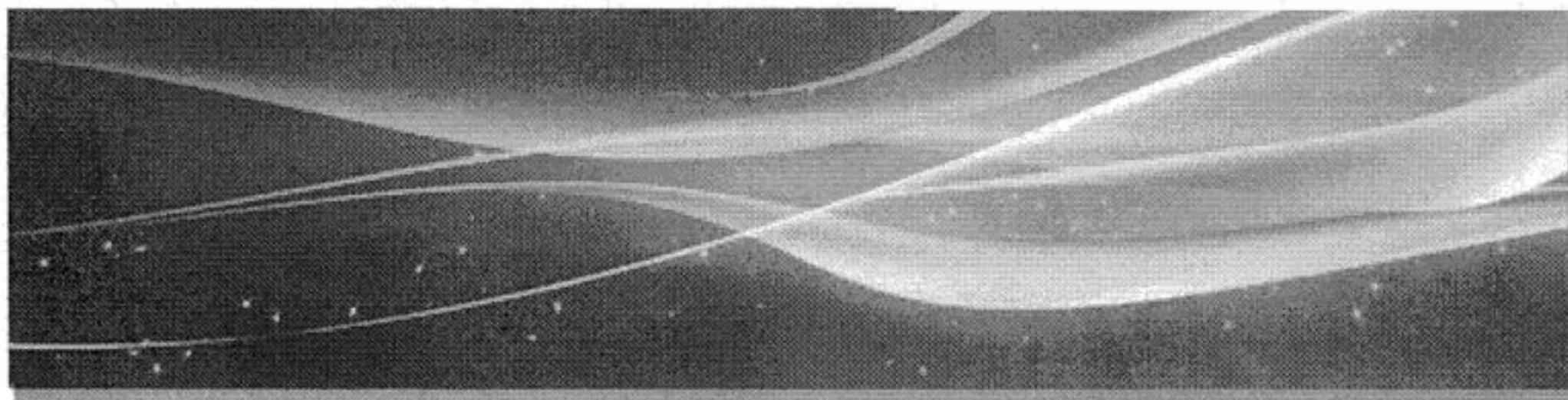
- The direct investment of approximately \$15.5 million;
- Approximately 225 jobs created or retained;
- More than \$8 million in direct tourism revenue with millions more indirect; and
- Increased tax revenue to the City of Sault Ste. Marie (see Page 7).

### INVESTING IN PLANNING FOR LONG-TERM INITIATIVES THAT ARE MOST LIKELY TO LEAD TO GROWTH

The Sault Ste. Marie Economic Development Corporation, working its partner community organizations, is involved in a broad range of long-term initiatives designed to increase the growth and development of Sault Ste. Marie. Page 22 of the SSMEDC's 2012 - 2015 Strategic Plan (Strategic Priority Projects) highlights and describes these initiatives. Subsequent presentations to City Council in 2013 will provide much more precise detail and explanation of these initiatives.



SAULT STE. MARIE  
**INNOVATION**  
CENTRE



## City Council Presentation

January 20<sup>th</sup>, 2013



SAULT STE. MARIE  
**INNOVATION**  
CENTRE

A non-profit organization driving  
growth in the science and technology sectors  
in the Algoma region.



Member of Ontario Network of Excellence



Partnerships with Algoma University and Sault College



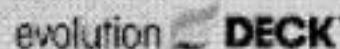
National Research Council IRAP Office and RDEE on-site



# Business Support Services



eQOL



# Metrics – Success!

Metrics	2013	
	Target	Result
1) Job creation	25	47
2) Funding leveraging	\$1.8M	\$1.83M

## Metrics – Success! (cont'd)

Metrics	2013	
	Target	Result
3) Business Incubation maintenance and growth.	9	9
4) Provide value-added services (e.g. referral, advice, business plan review, etc.)	55	58
5) Continue youth outreach activities	Reach 900 youth	1198 youth reached

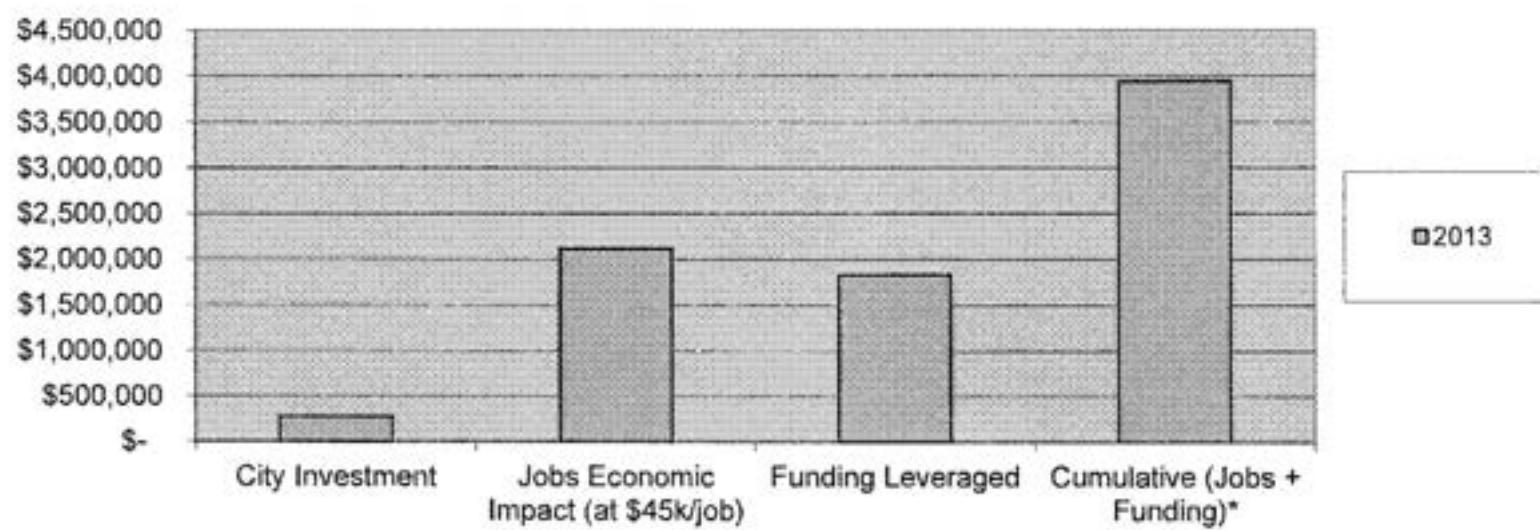
# Metrics – Success! (cont'd)

Metrics	2013	
	Target	YTD Result
6) Increase GIS related business in Sault Ste. Marie	\$1.4M	\$1.47M
7) Raise the profile of the innovation sector locally and externally		Achieved
8) Create the environment for growth in IT (networking events; training workshops, etc.)		4 IRAP events; TAG Lunches; Innovation Awards

# Value for Money

- City provides \$277,890 for SSMIC economic development activities and \$3.94M in jobs and funding impact in 2012

Value for Funding Investment





# Market Development Projects – Driving Niche Opportunities

## Science

- Smart Energy
- Bio-Sciences

## Technology

- GIS
- Video Gaming
- Health Informatics



## Key Projects

- Smart Energy Strategy
- Algoma Games for Health
- Riversedge Developments
- Centre for Next Generation Lottery and Gaming
- RAIN
- Naturallia

## Innovation Centre Strengths

Talented, passionate Board and staff (40+ and growing!) Actively growing critical industry sectors

- ✓ S&T will continue to play a major role in the economy
- ✓ Highly skilled, high paying jobs
- ✓ Federal and provincial governments have targeted innovation and SME's as the cornerstones of future development
- ✓ Provide exciting, challenging jobs to young professionals

# Why Sault Ste. Marie?



We bring unique advantages to any science and technology business!

- Business Support
- Infrastructure
- Talent Pool
- Quality of Life



••• Thank you



SAULT STE. MARIE  
**INNOVATION**  
CENTRE

For more information, please contact:

*Tom Vair - 705-942-7927 x.3152*

**Cell: 705-971-5464**

[tvair@ssmic.com](mailto:tvair@ssmic.com)

# Metrics – Success!

Metrics	2010		2011	
	Target	Result	Target	YTD Result
1) Job creation	30	31	20	58 YTD
2. a) Program funding leveraging	\$1M	\$2.3M	\$1.5M	\$2M YTD
2. b) Special Projects		\$116M		\$200M YTD



April 12, 2013

**DRAFT**

**Re: Notice of Motion – Greater Efficiencies**

Since 2005, the Sault Ste. Marie Innovation Centre has received \$277,890 in annual funding from the City of Sault Ste. Marie. At that time, the organization had two core staff in economic development and one secondment position from Sault College. The organization was required to run lean and any additional spending had to be obtained through new funding dollars and projects. Since that time the organization today employs eight core economic development staff and over eighteen individuals on various contracts, internships and projects. (Note: This does not include any of the GIS team which has also grown and is comprised of over eighteen staff).

In order to achieve that growth and accommodate the corresponding demands and administration SSMIC has had to run in an efficient manner. The City of Sault Ste. Marie contribution has remained at \$277,890 with no increase to reflect increasing cost of living, program expenses or staff growth. The core funding from the city serves as an important base to allow SSMIC to leverage funding dollars and attract new programs to Sault Ste. Marie. The current contribution of \$277,890 represents approximately 14% of the economic development budget for SSMIC.

Some key items that will be of interest:

- The SSMIC Board finance committee meets on a monthly basis to review financial results and adherence to budgets.
- SSMIC conducts RFP's or obtains three quotes for any significant services that it requires which are minimal (audit, insurance, health benefits).
- SSMIC worked collaboratively with Algoma University to obtain funding for the new Essar Convergence Centre and enjoys a modern office environment while paying a reduced rent that supports the maintenance/service fees of the space.
- The staff has no pension or retirement program although we were pleased to be able to institute a health benefit package in late 2005.
- SSMIC produces very little printed content and operates primarily with digital documents distributed to clients. Since 2006, we have operated on a content management system for our website and staff makes the majority of updates and changes to the content.

From the information in the paragraphs above and in light of the growth of the organization we are confident in stating that SSMIC manages its funds carefully and, if anything, SSMIC is administratively light given its current size and growth rate.

It is important to note that, in 2006, when the concept of merging the EDC and SSMIC together was put forward a committee reviewed the potential cost savings and benefits. A key factor was that the funding from the province of Ontario for the Ontario Network of Excellence was not available to EDC's and SSMIC currently receives \$147,000 from the province to help support its activities but required a local



contribution to obtain that funding. In 2010, SSMIC also entered into an accountability agreement with the City of Sault Ste. Marie and reports directly on defined economic development targets.

We appreciate the City of Sault Ste. Marie's support and are mindful of the way the organization spends its funding dollars to maximize benefit to the community. We are confident that the results achieved for the City of Sault Ste. Marie justify this investment and are contributing positively to the prosperity of the city.

Sincerely,

A handwritten signature in black ink that reads "Tom Vair".

Tom Vair  
Executive Director

**Briefing Note: Possible Merger**

- On Tuesday, February 22, 2011, the following resolution was considered by City Council:

*Moved by: Councillor T. Sheehan*

*Seconded by: Councillor M. Bruni*

*Whereas the City of Sault Ste. Marie provides significant financial support to two distinct entities which are heavily involved in local economic development, being the EDC and the Innovation Centre; and*

*Whereas both of these economic development organizations provide ongoing advice and services to the City;*

*Now Therefore Be It Resolved that City Council requests that the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre meet to discuss the advantages/disadvantages and potential efficiencies and synergies of a possible merger; and*

*Further Be It Resolved that each entity report back to City Council with findings and recommendations.*

- It was resolved that this matter be deferred for discussion at the City Council meeting on Monday, March 7, 2011.
- As noted in the above resolution, the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre are two distinct entities. In order to properly consider a possible merger between the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre the following scope of work will need to be done.
  - If the above noted City Council resolution is passed by the majority of Mayor and Councillors, there will need to be a joint meeting of the full Board of Directors of the Sault Ste. Marie Economic Development and the Sault Ste. Marie Innovation Centre to discuss the City Council resolution.
  - It is reasonable to expect that this joint meeting by both Boards will include discussion on whether consideration of a possible merger should be done internally or would be better undertaken by a third party.
  - It should be noted that the City of Sault Ste. Marie's Review of the Sault Ste. Marie Economic Development Corporation completed in March 2008 by a "third party" cost \$40,000. Therefore, it is reasonable to expect that if this review of a possible merger of two distinct entities were performed by a "third party" in all probability it would cost "more than \$40,000".
  - Also, it should be noted that "an internal review" of a possible merger of two distinct entities in all probability will "cost money". The reality is that both entities will likely want to obtain advice from their lawyers and their accountants regarding the implications of a possible merger. Plus, both organizations at some point in time during "an internal review" will in all likelihood require the expertise of a human resources consultant regarding this possible merger.
  - Whether it is an internal review or third party review, there would need to be a "Merger Working Group" established consisting of senior Board members of both organizations such as the Chairs and Vice Chairs, City Council representatives on the respective Boards and senior staff from both organizations.

- One of the first tasks of this "Merger Working Group" would be to develop the Terms of Reference for an internal review or third party review. Of course, the "Merger Working Group" would also develop a work plan. Understandably, the time frames of the work plan will vary somewhat dependent upon whether it is an internal review or third party review. For example, if a third party review is decided upon because of dollars involved (more than \$40,000) one would have to go out for a Request for Proposals (RFP).
- However, whether it is an internal review or a third party review, it is clear that one is looking at months not weeks to properly consider the possible merger of the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre.
- If the intent of this resolution is a possible reduction in funding and savings for the City's 2011 budget, it should be understood from the outset that any possible merger of the Sault Ste. Marie Economic Development Corporation and Sault Ste. Marie Innovation Centre will not take place within that timeframe.
- It should be noted that the concept of a merger between the EDC and Innovation Centre was contemplated and discussed in 2006 at the request of the City Finance Committee. A meeting was held with SSMIC and EDC representatives to discuss pro's/cons of a "merger" or more formal relationship. This meeting took place on February 24<sup>th</sup>, 2006 and included:
  - SSMIC – Reg St. Amour, SSMIC Board Member; Tom Vair, Executive Director
  - EDC – Greg Punch, EDC Board Chair; Rob Reid, EDC Board Member; Bruce Strapp, CEO

A number of issues were discussed related primarily with a more formal "merger" of the organizations. The positive and negative considerations for this "merger" scenario were discussed and, ultimately, the conclusion was reached that the community was better served with the organizations remaining separate but enhancing coordination and communication. There were a number of strategic reasons for this conclusion including:

- Ability to leverage greater funding as separate entities
- Benefits of tight focus per organization and recruitment of Board expertise to match this focus
- Pending provincial Technology Centre Strategy
- The cost savings for administration were minimal when compared to the benefits of remaining independent.

Since that time, the pending provincial technology centre strategy has emerged as the Ontario Network of Excellence. SSMIC was recently granted funding as part of the Northern Technology Alliance from the Ministry of Research and Innovation. It should be noted that Economic Development Corporations were not eligible to apply to receive this funding.

- The EDC and Innovation Centre have both entered into accountability agreements with the City of Sault Ste. Marie to report performance metrics and value to the City of Sault Ste. Marie.

**Dave Murphy, Acting CEO, Sault Ste. Marie Economic Development Corporation and Executive Director, Business Sault Ste. Marie  
Tom Vair, Executive Director, Sault Ste. Marie Innovation Centre  
March 1, 2011**

Sault Ste. Marie Economic Development Corporation  
 Cost Efficiencies Analysis  
 March 20, 2013

Action/Description	Total	2012	2011	2010	2009	Assumption
<b>Administration</b>						
Administrative Assistant Position - Development SSM not filled	148,546.72	42,441.92	42,441.92	42,441.92	21,220.96	based on \$34,000 salary plus benefits per year
Office Supplies - due diligence	8,717.50	8,717.50				difference from 2011 to 2012 2012 - \$13,186.70 2011 - \$21,904.20
Requested proposals for auditing services - transferred from Calam Ruscio to KPMG	3,000.00	750.00	750.00	750.00	750.00	Calam Ruscio proposed - \$6,500 KPMG - \$5,750 over 4 years - length of proposal
Decreased number of Board and Finance Committee meetings	1,600.00	400.00	400.00	400.00	400.00	Board and Finance do not meet in July and August due to challenges with quorum - approx. \$100 per meeting x 4 meetings x 4 years
Decreased Executive Committee meetings from weekly to biweekly	2,640.00	2,640.00				approx. \$120 per meeting for maximum 48 weeks now maximum 26 weeks
Meeting during office hours - reduce amount of lunch meetings	1,920.00	960.00	960.00			approx. 2 meetings per month - \$40 per meeting - over 2 years
Training & Travel Budgets	7,500.00			7,500.00		budget reduction as per City of SSM - 2010
<b>Print Material/Website</b>						
Tourism - reduced number of copies printed - Visitor Guide	147,000.00	53,000.00	35,000.00	28,000.00	31,000.00	Base - 2008 - \$125,000 2009 - \$94,000 2010 - \$97,000 2011 - \$90,000 2012 - \$72,000
Tourism - reduced # of Visitor Guides - directing inquiries to the website for electronic versions especially for international inquiries - postage costs have been reduced	50,000.00	22,000.00	25,000.00	2,000.00	1,000.00	Base - 2008 - \$40,000 2009 - \$39,000 2010 - \$38,000 2011 - \$15,000 2012 - \$18,000
Tourism - stopped printing hard copies of the Snow Train and Searchmont Brochures - only have electronic copies on the website	20,000.00	20,000.00				began in 2012

7(a)

Action/Description	Total	2012	2011	2010	2009	Assumption
Printed Material -SSMEDC strategic plan (original version) - created in house using publisher	5,000.00	5,000.00				occurred in 2012
Esolutions website content management system - allows for staff to update the website instead of requiring their services - changing banners, menu items, adding new pages, graphics, update links	20,000.00	10,000.00	10,000.00			estimate based on the types of updates that staff are able to complete and the estimate number updates already completed by staff - over 2 years
The SCENE website - completed in house	5,000.00	5,000.00				completed in 2012
The OLG website - completed in house	5,000.00	5,000.00				completed in 2012
<b>Program Funding - government funding ended</b>						
Program funding withdrawn - Passport to Prosperity - Ministry of Education - staff person maintained from existing budget	48,500.00	48,500.00				annual program funding level - one year
IIAPP - staff person maintained from existing budget and minimal program delivery maintained after Fednor/NOHFC/EDF funding ended	399,000.00	133,000.00	133,000.00	133,000.00		cost for staff person plus program delivery expenses - x 3 years
<b>Total</b>	<b>873,424.22</b>	<b>357,409.42</b>	<b>247,551.92</b>	<b>214,091.92</b>	<b>54,370.96</b>	

7(a)

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

## BY-LAW 2013-69

**AGREEMENT:** (L1.16(8)) A by-law to authorize a contract between the City and IQOR Canada Ltd. to provide Professional Collection Services (collection of Provincial Offences Act fines) and to authorize the renewal of the Agreement subject to the same terms, conditions and provisions for a further period of one year commencing May 1<sup>st</sup>, 2013 and ending on April 30<sup>th</sup>, 2014.

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 Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto; dated May 01<sup>st</sup>, 2012 and made between the City and IQOR Canada Ltd. to provide Professional Collection Services (collection of Provincial Offences Act fines) and to authorize the renewal of the Agreement subject to the same terms, conditions and provisions for a further period of one year commencing May 1<sup>st</sup>, 2013 and ending on April 30<sup>th</sup>, 2014.

2. **SCHEDULE "A"**

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

**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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

---

MAYOR - DEBBIE AMAROSO

---

DEPUTY CITY CLERK-RACHEL TYCZINSKI

**COLLECTION SERVICES AGREEMENT FOR  
PROVINCIAL OFFENCES ACT FINES****BETWEEN:****THE CORPORATION OF THE CITY OF SAULT STE MARIE  
(hereinafter called the "Municipality")****AND****IQOR CANADA LTD.  
(hereinafter called "IQOR")****THIS AGREEMENT WITNESSES THAT** in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:**1. TERM**

This Agreement shall be for a term of one (1) year commencing May 1, 2012 and ending April 30, 2013 (the "Term"). Provided that the Agreement is not previously cancelled or terminated by either party as in this Agreement provided, by operation of law or otherwise, and further provided that IQOR has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term, then upon mutual agreement of the Parties hereto and on completion of the Term as set out herein, this Agreement shall renew on May 1<sup>st</sup> of each year thereafter upon the same terms, covenants and provisions herein set forth.

**2. DESCRIPTION OF WORK**

The work ("The "Work") shall consist of:

- Provide all that is necessary and required to perform all the work shown and described in the Documents entitled "Request for Proposal – Professional Collections Services - File #2012LP01P"; and
- Do and fulfill everything indicated by this Agreement and Contract Documents.

**3. DOCUMENTS**

The following list is an exact list of the Contract Documents referred to in Paragraph 2.

Information to Proponents	Pages 4 to 8
Form of Proposal	Page 9
Terms of Reference	Section 10 to 15
Proposal Response	Dated February 16, 2012
Form of Agreement	Dated _____

**4. EXECUTION OF WORK**

- IQOR shall always carry out the Work in a diligent manner.

- (2) No information about any account shall be given to any person or entity by IQOR either during or after the Term unless prior written authorization to so has been provided by the Municipality and only then in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. Upon expiry of the Agreement, IQOR shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

## 5. SETTLEMENTS NOT PERMITTED

Settlements are not permitted on POA fines accounts.

## 6. REMITTANCE OF MONIES

Where money has been collected, IQOR shall remit weekly to the Municipality, in the form of a cheque, all of the monies collected on behalf of the Municipality in respect of the accounts, accompanied by a mutually agreeable financial statement. The monies collected by IQOR on behalf of the Municipality shall be considered at all times to be the Municipality's monies.

## 7. PAYMENT FOR SERVICES

- (1) IQOR, as Municipal Partner has the authority to collect fines, fees, costs and surcharges and enforce their payment, pursuant to subsections 165(1) and (2) of the *Provincial Offences Act*. Collection, enforcement and disbursement of revenue are to be carried out as specified in the Transfer Agreement, IQOR's intermunicipal service agreement and relevant legislation and regulations.
- (2) IQOR shall invoice the Municipality monthly on a gross basis (i.e. no commission deducted) for the Work performed for the Municipality in the previous thirty (30) days at the rates of 12.5% on retail accounts. Such invoice shall separately set out the applicable Harmonized Sales Taxes payable by the Municipality with respect to IQOR's fees.
- (3) Except where a dispute arises with respect to accuracy of an invoice, the Municipality shall pay to IQOR the invoiced amount within thirty (30) days of receipt thereof.
- (4) Where a dispute arises with respect to the accuracy of an invoice issued by IQOR, the parties shall make every reasonable effort to resolve the discrepancy, including undertaking a review of the account records. Where the discrepancy is resolved, IQOR shall prepare and issue a revised invoice and the Municipality shall pay such invoice in accordance with clause 7 (2) of this Agreement. Where the parties are unable to resolve the discrepancy, then the Municipality's auditor shall be appointed to carry out an audit of the invoice and all related records and the costs of such audit shall be borne equally by the parties.

## 8. SUSPENDED LICENCES

- (1) Where the debtor's license has been suspended as a result of an unpaid fine, IQOR shall inform the debtor in each of its dealings with the debtor that to avoid any delay in processing a payment, the debtor may pay the fine at any Provincial Offences Office of the Ontario Court of Justice.
- (2) Upon receipt of full payment from a debtor of a suspended license account, IQOR shall immediately report same to the Municipality by facsimile or email to guarantee license re-instatement. For clarity sake, the parties hereto acknowledge and agree that IQOR shall report the information set out herein on a weekly basis.

*EGR*

## 9. PAYMENT OF NON-NEGOTIABLE CHEQUE (N.S.F.)

IQOR shall hold all payments by cheque for ten (10) business days to allow cheques to clear the bank.

## 10. DIRECT PAYMENTS TO MUNICIPALITY

The Municipality shall notify IQOR weekly by facsimile or email of all extensions, appeals, write-offs, reopenings and payments received by the Municipality for accounts that are already filed with IQOR for collection.

## 11. CREDIT BUREAU

IQOR shall report all Municipality accounts to the Equifax and Trans Union credit bureau.

*LGE*

## 12. REPORTS

IQOR shall provide the following reports to the Municipality at the intervals set out:

Report	Explanation	Frequency of Submission
Acknowledgement Report	Acknowledgement receipt of the Municipality's accounts provided to IQOR for collection each month	Monthly after receiving the collection account information
Status Report On Individual Accounts At Request of Municipality	Reporting the status of each Municipality account filed with IQOR for collection	Monthly
Performance Report	Setting out the performance of IQOR with respect to Municipality collections to date	Upon request of the Municipality

## 13. TERMINATION OF AGREEMENT

- (1) In the event that IQOR breaches any provision of this Agreement, the Municipality shall notify IQOR in writing of the nature of the said breach, and IQOR shall be given fifteen (15) days to remedy the violation. If IQOR has not remedied the violation to the satisfaction of the Municipality at the expiration of fifteen (15) days from such notification, the Municipality at its sole discretion and

without prejudice to any other remedy available to the Municipality, may waive the breach, make any other mutually agreeable arrangement with IQOR or terminate this Agreement pursuant to clause 13(3).

- (2) In addition to clause 13 (1) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.
- (3) Either party may terminate this Agreement, without cause or reason, by giving the other party thirty (30) days written notice.
- (4) Upon termination of this Agreement, IQOR and the Municipality shall forthwith pay to each other any monies owing to date, and IQOR shall return any incomplete account materials.



#### 14. LIMITATION OF LIABILITY

The Municipality shall not be liable or responsible in any way for any injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by IQOR, or any of its officers, employees, agents, contractors, or any other person, howsoever caused.

#### 15. INDEMNIFICATION

IQOR shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by IQOR or by its officers, employees, agents or contractors in connection with the performance of IQOR's obligations under this Agreement or from this Agreement.

#### 16. INSURANCE

- (1) IQOR shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by IQOR, its officers, employees, agents or contractors in connection with this Agreement.
- (2) For the purposes of clause 16 (1), and without restricting the generality of that clause, IQOR shall, at its own expense, maintain a full force and effect during the term of this Agreement, a policy of comprehensive general liability insurance, in form and substance acceptable to the Municipality and written by a responsible carrier or carriers acceptable to the Municipality, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability and contain a Cross Liability Clause protecting the Municipality as if separately insured. The insurance shall have a limit of not less than two million dollars (\$2,000,000) per occurrence for any cause of action, demand or claim with respect to personal injury (including death) or property damage, including loss of use thereof, and for any cause of

action, demand or claim arising out of or occurring in connection with the obligations of IQOR under this Agreement, including, but not limited to, a cause of action, demand or claim with respect to defamation; contravention of any right guaranteed under the Canadian Charter of Rights and Freedoms; and errors and omissions.

## 17. ASSIGNMENT

IQOR shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, shall ensure that any assignee undertaking any of IQOR's obligations hereunder shall be bound by the terms of this Agreement. IQOR shall not be released of its obligations to the Municipality by reason of the assignment, and IQOR shall be deemed liable for any breach of this Agreement, or any legislation or Regulation, committed by the assignee.

## 18. MUNICIPALITY AND IQOR CONTACT PERSONS

The following contact persons and addresses shall be used by all parties in all matters in this Agreement that require the parties to send documentation, or to contact a party:

The Corporation of the City of Sault Ste. Marie  
Denis Desrosiers  
Court Liaison Supervisor

99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6  
(705) 759-5903

IQOR Canada Ltd.  
Mr. Jim Shaw  
Senior Vice President - IQOR  
Canada Ltd.  
255 Consumers Road  
Toronto, ON M2J 1R4  
(647)426-0275

iQor Canada Lt.  
c/o iQor  
335 Madison Ave  
27<sup>th</sup> Fl  
New York, NY 100  
Attn: General Coun

## 19. AMENDMENTS

The Municipality and IQOR hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

## 20. ENTIRE AGREEMENTS

IQOR acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the parties and which may be modified only as set out in paragraph 19 above.

## 21. SUCCESSORS

The provisions of this Agreement shall be binding upon, and endure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

**22. GOVERNING LAW**

The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS HEREOF the Parties have set their hands.

This \_\_\_\_\_ day of \_\_\_\_\_, 2012

The Corporation of the City of Sault Ste Marie

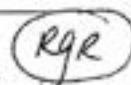
---

Mayor  
Debbie Amaroso

City Clerk  
Malcolm White

This 8<sup>th</sup> day of April, 2013

IQOR Canada Ltd.

  
Jim Shaw Runa G. Rosenfield  
Senior Vice President - IQOR Canada Ltd.  
Authorized Signatory   
I have authority to bind the corporation.

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2013-71

**AGREEMENT:** (E2.2) A by-law to authorize a contract between the City and 1531161 Ontario Inc. (o/a Boyer Construction) for the reconstruction of Queen Street East from Simpson Street to Pine Street. (Contract 2013-1E)

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 Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated April 22, 2013 and made between the City and 1531161 Ontario Inc. (o/a Boyer Construction) for the reconstruction of Queen Street East from Simpson Street to Pine Street. (Contract 2013-1E)

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 22<sup>nd</sup> day of April, 2013.

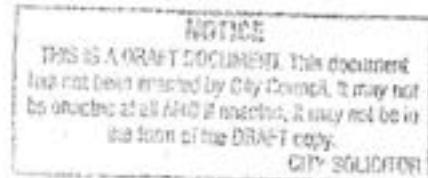
---

MAYOR - DEBBIE AMAROSO

---

DEPUTY CITY CLERK - RACHEL TYCZINSKI

cf Bylawsl2013\2013-71 agreement Boyer Construction



**Schedule "A"****CORPORATION OF THE CITY OF SAULT STE. MARIE**

**Contract No. 2013-1E  
Reconstruction of Queen Street  
Simpson Street to Pine Street**

**FORM OF AGREEMENT**

---

This Agreement made (in triplicate) this 22nd day of April in the year 2013 by  
and between

1531161 Ontario Inc. o/a Bover Construction hereinafter called the "Contractor"

AND

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

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

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

**CONTRACT NO. 2013-1E  
RECONSTRUCTION OF QUEEN STREET  
SIMPSON STREET TO PINE STREET**

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

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

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

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

The Contractor: 1531161 Ontario Inc. o/a Boyer Construction  
53 Gran Street  
Sault Ste. Marie, Ontario

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

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

Signed, Sealed and Delivered  
in the presence of

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

---

Mayor – Debbie Amaroso

(seal)

---

City Clerk – Malcolm White

**THE CONTRACTOR**

---

Company Name

(seal)

---

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2013-73

**AGREEMENT:** (C3.6) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage for funding under the Cultural Spaces Fund for the Heritage Discovery Centre.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" attached hereto and dated the 22<sup>nd</sup> day of April, 2013 and made between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage for funding under the Cultural Spaces Fund for the Heritage Discovery Centre.

2. **SCHEDULE "A"**

Schedule "A" attached 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 22<sup>nd</sup> day of April, 2013.

---

MAYOR – DEBBIE AMAROSO

---

DEPUTY CITY CLERK – RACHEL TYCZINSKI

98 LEGALSTAFFBYLAWS12013/2013-73 AGREEMENT CITY AND HER MAJESTY BY MINISTER OF CAN HERITAGE CAN CULTURAL SPACES FUND HERITAGE DISCOVERY CTR 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"

## CONTRIBUTION AGREEMENT

**BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

as represented by the Minister of Canadian Heritage (hereinafter called "the Minister" and including any person duly authorized to represent her/him).

**AND:****CORPORATION OF THE CITY OF SAULT STE. MARIE**, a municipality duly incorporated under the laws of the province of Ontario, having its head office at Sault Ste. Marie, represented by the Mayor, hereinafter referred to as the "Recipient".

The "Minister" and the "Recipient" are referred to individually as a "Party" or collectively as the "Parties"

**WHEREAS** the Minister is responsible for the Program entitled "Canada Cultural Spaces Fund", hereinafter called the "Program";

**WHEREAS** the Recipient has submitted to the Minister a proposal for the funding of a Project called "Heritage Discovery Centre" which qualifies for support under the Program; and

**WHEREAS** the Minister wishes to provide financial assistance to support the Project.

**THEREFORE**, in consideration of their respective obligations set out below, the parties agree to the following:

#### **1. PURPOSE OF CONTRIBUTION**

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as "the Agreement", in order to grant financial assistance to the Recipient solely for the purpose of implementing the Project described in Annex "A" of this Agreement entitled "Heritage Discovery Centre".

#### **2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER**

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a maximum amount of \$1,778,000 (or the lesser of \$1,778,000 or 50%) towards the eligible expenditures incurred by the Recipient, for carrying out the Project/Programming described in Annex "A".

#### **3. TERM**

3.1 The present agreement will take effect on the date when all parties will have signed and will cease, subject to its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated at section 3.2.

3.2 Subject to termination, the Agreement covers the activities described in Annex "A" of this Agreement for the period commencing on April 1, 2013 and ending on March 31, 2014. Unless otherwise pre-authorized by the Minister, only goods and services rendered within this time period shall be considered as eligible expenses.

3.3 All obligations of the Recipient herein shall, expressly or by their nature, survive termination or expiry of this Agreement, until and unless they are fulfilled or by their nature expire.

#### **4. OBLIGATION TO INFORM THE PUBLIC**

The Recipient hereby agrees that a public announcement with respect to this Agreement may be made by the Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary assistance in the organization of the public announcement, as the Minister sees fit, shall be provided.

#### **5. ACKNOWLEDGMENT**

The Recipient shall prominently acknowledge, in English and in French, the contribution received from the Minister in any communication materials and promotional activities related to the Agreement in a manner satisfactory to the Minister. However, the Minister may deem advisable to withdraw the requirement for recognition of the federal funding by the Recipient. The guidelines to follow for public acknowledgment of funding assistance, including the proper use of the Canadian Heritage signature and the Canada wordmark are found at the following address:  
<http://pch.gc.ca/pc-ch/peaf-eafa/index-cne.cfm>

## 6. NOTICE

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by facsimile or email shall be deemed to have been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

### To the Recipient

Corporation of the City of Sault Ste. Marie -  
Ermatinger Clergue National Historic Site  
Post Office Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1

Attention:  
Mrs. Kathy Fisher  
Curator, Ermatinger Clergue NHS  
Tel: 705-759-5443

To the Minister:

Department of Canadian Heritage  
150 John Street, Suite 400  
Toronto, Ontario  
M5V 3T6

Attention:  
Violet Tam  
Administrative Assistant  
Tel: 416-973-6932  
Fax: 416-934-4515

## 7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following annexes that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of conflict or inconsistency between Annex "A" and Annexes "B" and "C", Annex "A" will prevail.

- Annex A PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
- Annex B FINANCIAL CONDITIONS
- Annex C GENERAL TERMS AND CONDITIONS
- Annex D REPORTING REQUIREMENTS AND PAYMENTS CONDITIONS
- Annex E ACKNOWLEDGMENT OF DEPARTMENTAL SUPPORT
- Annex F CONFIRMATION OF SIGNING AUTHORITY

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

### Recipient

Mayor Debbie Amroso  
Name (Print)

City of Sault Ste. Marie  
Position

### The Minister

Robert Hay  
Name (Print)

Director of Programs  
Ontario Region  
Position

Signature

April 22, 2013  
Date

Signature

Date

Rachel Tyzzinski  
Deputy City Clerk

Name (Print)

Signature

We have the authority to bind  
the corporation

Signature

**ANNEX A**  
**PROJECT DESCRIPTION,**  
**SPECIFIC CONDITIONS AND BUDGET**

**1 Description of the Recipient's Project**

The project involves the construction of a modern 6,500 sq. ft. interpretative centre and renovation to another building at the site, the Old Stone House.

**2 Description of activities proposed by the Recipient**

The Corporation of the City of Sault Ste. Marie will construct a modern 6,500 sq. ft. Heritage Discover Centre that will house a new exhibition gallery, a 50-seat multimedia theatre, environmentally controlled collections storage space, a gift shop and administrative offices. The project includes the purchase of new seating and multimedia equipment for the theatre and the purchase and installation of an HVAC system in the new building.

Additionally, the Old Stone House will be renovated to create a new gallery space, an expanded reception and programming space and will result in the transfer of the site's collection of objects and documents currently stored in the house to the newly-constructed facility.

**3 Expected outcomes/results and how they will be measured**

**Increase number of cultural facilities and improved infrastructures.**

- create a new exhibition space and a new 50-seat multimedia theatre space;
- renovate and reconfigure current storage space in the existing historic house into new exhibition and interpretation spaces

**Increase accessibility for Canadians to museum collections, heritage displays and exhibitions.**

- improve accessibility to people with disabilities by creating a barrier-free facility;
- construct a modern facility to provide improved access to and interpretation of a historical site on a year-round basis.

**Improved quality and standards of facilities and infrastructures.**

- improve physical quality of all exhibition and interpretation spaces;
- enhance exhibition and collections management conditions through the installation of an HVAC system.

The organization will use the template provided by the Program to collect performance measurement data based on the Program's performance measurement strategy.

**4 Official Languages Requirements**

The Recipient shall publicly acknowledge, in English and in French, the financial assistance received from the Government of Canada, as specified in Annex E - "Acknowledgement of Departmental Support". However, the Minister may deem advisable to withdraw the requirement for recognition of the federal funding by the Recipient.

**5 Specific conditions related to the Canada Cultural Spaces Fund**

**5.1 Insurance**

(Not applicable to Provincial/territorial governments or municipal administrations and their agencies that self-insure).

The recipient will insure, at his own expense, and at an appropriate amount, all the movable and real property bought, built and/or renovated within the terms of this agreement or will make sure that such insurance coverage exists. The insurance policy shall cover the duration of the agreement and a period of at least 7 years following the termination of this agreement.

The recipient agrees to undertake in the 180 days following a disaster, one of the following actions:

1. to make the repairs or renovations necessary to restore the capital asset to an equivalent condition;
2. to rebuild an equivalent capital asset; and
3. to purchase equivalent capital asset.

In the situation where the recipient would decide not to undertake one of the options previously stated, or if the Minister is of the opinion that the repaired, renovated, rebuilt or purchased good does not respect minimum requirements, the Minister reserves the right to require the reimbursement of part or all of the contribution that has been paid out. In this case, the recipient shall make the required reimbursement within 90 days following the receipt of a letter to this effect.

### **5.2 Federal, Provincial/Territorial and Municipal requirements**

The recipient agrees to adhere to all federal and provincial/territorial environmental requirements as well as provincial/municipal fire and safety standards associated with this project.

### **5.3 Environmental assessment**

#### **5.3.1 Recipient's General Obligation**

The Recipient shall ensure that all activities and objectives subject to this Agreement comply with all federal, provincial/territorial and municipal laws and regulations and related laws or guidelines with respect to environmental matters.

#### **5.3.2 Environmental Assessment**

The Minister has determined that, based on the information available at the time of the commencement of this Agreement, no environmental assessment, in accordance with the Canadian Environmental Assessment Act 2012, of the activities and objectives provided for under this Agreement is required. The Minister reserves the right to withhold funding under this Agreement if information becomes available that suggests an environmental assessment is required in accordance with the Act, or that the activities provided for under this Agreement are likely to cause significant adverse environmental effects, or that steps are necessary to mitigate damage to the environment.

### **5.4 Budget Breakdown and Eligible Expenditures**

#### **5.4.1 Revenues:**

<b>Source of Funding - Cash</b>			<b>Amount</b>
Public Sector	Federal (specify)	Canada Cultural Spaces Fund	\$1,778,000
		1812 Commemoration Fund	\$140,000
	Province/Territory (specify)	Northern Ontario Heritage Fund Corp.	\$1,000,000
Applicant	Municipal (specify)	City of Sault Ste. Marie	\$90,000
Private Sector (specify)	Sault Ste. Marie Historic Sites and Heritage Sault Ste. Marie Trusts		\$125,000
	Fundraising		\$600,000
Other (specify)	Shortfall		\$267,000
<b>TOTAL REVENUES</b>			<b>\$4,000,000</b>

## 5.4.2 Expenditures:

Column 1	Column 2	Column 3	Column 4
Expenditures	Cost	Maximum Amount Approved Under This Agreement: <i>(Notes 2, 3 and 4)</i> <b>THE LESSER OF:</b>	
		Maximum Dollar Amount	Maximum Percent of Eligible Expenses
<b>Construction, Renovation:</b>			
Technical Specialists – (Sound/Lighting)	\$90,000		
Project Manager	\$60,000		
Excavation/Demolition costs	\$100,000		
Material and Labour Costs	\$2,764,400		
Contingency	\$160,000		
<b>Subtotal</b>	<b>\$3,174,400</b>		
<b>Specialized Equipment:</b>			
Acquisition Costs	\$260,000		
Installation Costs	\$100,000		
Training Costs	\$20,000		
Contingency	\$20,000		
<b>Subtotal (Specialized Equipment)</b>	<b>\$400,000</b>		
<b>Total Eligible Expenses <i>(Note 1)</i></b>	<b>\$3,574,400</b>	<b>\$1,778,000</b>	<b>50%</b>
<b>Ineligible Expenses:</b>			
Exhibition Development & Installation Costs	\$400,000		
Landscaping	\$25,600		
<b>Total Ineligible Expenses <i>(Note 5)</i></b>	<b>\$425,600</b>		
<b>PROJECT TOTAL COST</b>	<b>\$4,000,000</b>		

Note 1: Only eligible expenditures are subject to reimbursement under this Agreement.

Note 2: Only transfers within eligible expenditures are allowed under this Agreement. Please refer to Annex "B", article 5, for conditions that apply when the funding is allocated to specific expenditures or expenditure categories under Columns 3 or 4 above.

Note 3: Eligible in-kind expenditures must be considered for the government-stacking limit. However, in-kind expenditures will not be reimbursed by the Minister.

Note 4: Program support: not to exceed the indicated percentages of eligible project costs for construction or renovation; specialized equipment purchases; or feasibility studies.

Note 5: Expenses related to exhibition development and installation and landscaping are not eligible.

## ANNEX B

### FINANCIAL CONDITIONS

#### **1. MAXIMUM AMOUNT OF CONTRIBUTION**

- 1.1 Disbursements of the contribution to the Recipient will not exceed the lesser of \$1,778,000 or 50% towards the eligible expenditures for the applicable fiscal year(s), as per the payment breakdown and the eligible expenditures that will be incurred by the Recipient within the fiscal year for which they are allocated:

Federal Government Fiscal Year 2013-14: \$1,778,000

- 1.2 The federal government's fiscal year starts on April 1st and ends on March 31st of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1st and March 31st of the following calendar year are eligible for the funding allocated for the applicable fiscal year.
- 1.3 In the event that the Recipient forecasts to incur fewer expenses than anticipated during the current government's fiscal year and according to section 1.2 above, the Recipient shall inform the Minister in writing, as soon as possible, but no later than 60 days prior to the end of the federal government's fiscal year. The Minister will consider any request to adjust the following fiscal year's contribution allocation accordingly but the Minister will have no obligation to do so.

#### **2. REDUCTION/TERMINATION OF THE AGREEMENT**

- 2.1 Any payment made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted program budget levels. Funding under this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.
- 2.2 In the event of a proposed reduction or termination of the funding of the Program under section 2.1 above, the Minister may, upon giving the Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the Minister shall reimburse the Recipient for any eligible costs incurred to the effective date of that notice. The funding obligations of the Minister shall cease at the end of the notice period.
- 2.3 The municipal funding obligations, including municipal source funding and private sector fundraising may be reduced or terminated by the municipality at the municipality's discretion in response to an annual municipal budget, a municipal spending decision or a reordering of the municipal mandate and responsibilities that impact on the Project.
- 2.4 In the event of a proposed reduction or termination of the municipal funding under section 2.3 above, the municipality may, upon giving written notice of ninety (90) days, reduce the municipal funding or terminate this Agreement. The funding obligations of the municipality shall cease at the end of the notice period.

#### **3. SURPLUS**

- 3.1 The Recipient acknowledges having disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts from all levels of government and anticipated expenditures, for any activity or objective within the scope of the Project. These proposed sources of funding and anticipated expenditures are set out in the Budget attached in Annex "A". The Recipient further acknowledges that the Minister's approval of funding for the Project was based in part on the representations set out in the Budget.
- 3.2 When submitting progress reports as required in the payment conditions under Annex D, the Recipient shall also declare any changes to the proposed sources of funding or expenditures for the Project.
- 3.2.1 If total federal, provincial and municipal government funding of the activities and objectives set out in the Project exceeds 100 per cent of the total project costs, unless the Minister requires the recipient to adjust its activities/results accordingly, the Recipient shall repay any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty.
- 3.3 Notwithstanding 3.2.1 above, in the event that a surplus is realized at the end of the Project, the Minister may recover its share of the surplus based on its pro-rata share of the funding.

#### **4. DESCRIPTION OF ELIGIBLE EXPENDITURES**

The Recipient agrees that the Minister's contribution will be applied to only those eligible expenditures described in Annex "A" of this Agreement.

**5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES**

The Recipient may transfer funds from one item to another within expenses for the same project type without the Minister's authorization. Project types are construction/renovation, specialized equipment and feasibility studies.

**6. PAYMENT CONDITIONS**

Please refer to annex D

**7. FINANCIAL REPORTS**

Please refer to annex D

**8. ADVANCE PAYMENTS**

- 8.1 Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owing to Her Majesty until such time as the Recipient has accounted for the said advance payments in accordance with the terms of the Agreement and to the Minister's satisfaction.
- 8.2 The Minister may withhold the payment of an advance or holdback pending the completion of any audit of the Recipient's books and records conducted by auditors appointed by the Minister, as set out in article 11 of this Annex.

**9. TAX CREDIT**

The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

**10. OVERPAYMENT**

- 10.1 Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt owing to Her Majesty and is recoverable as such.
- 10.2 When the Recipient's final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient shall forward a reimbursement cheque to the Department for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement shall be the date of the submission of the final financial report and the final activity/ result report to the Minister.
- 10.3 When the Minister or its agents performs a financial analysis or an audit of the financial statements of the Recipient and an overpayment is identified, the overpayment shall be repaid to Her Majesty no later than 30 days after the date of the notice by the Minister.
- 10.4 Where any amount owing to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient.

**11. AUDIT**

- 11.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient for a period of up to five years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s). The Recipient shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
- 11.2 The Recipient acknowledges that, pursuant to section 7.1 of the Auditor General Act, R.S. (1985), c. A-17 (<http://laws.justice.gc.ca/cn/A-17.html>), the Auditor General of Canada may, at his or her own cost, conduct compliance audits or performance evaluations with respect to this Agreement. The Recipient shall cooperate with the Minister and his or her representatives or agents relative to any such compliance audit or performance evaluation and shall grant same access to the Recipient's documents, records and premises as required by the Minister or his or her representatives or agents for purposes of such audit or evaluation. The auditor may, at his or her discretion, discuss any concerns raised in such compliance audit or performance evaluations with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.
- 11.3 The Recipient agrees to adhere to generally accepted accounting practices and principles and shall keep and make available to the Minister's representatives for examination and audit its books, accounts and registers of all revenues and expenditures in relation to the Project funded under this Agreement.

**12. INTEREST**

Any interest earned by the Recipient on the Minister's contribution shall be accounted for and reported by the Recipient. The earned interest may be retained by the Recipient, provided it is used to cover eligible Project costs.

**13. LATE CLAIMS**

The Minister will not be held to pay bills or other expenditures after the end date of the agreement as indicated at section 3.1 (see first page of the agreement).

## ANNEX C

### GENERAL TERMS AND CONDITIONS

#### **1. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT**

The Recipient represents and warrants:

- 1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project; that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority; and that it has obtained all permits, licenses, consents and other authority necessary to carry out the Project;
- 1.2 that it holds sufficient intellectual property rights for the conduct of the Project or the exploitation of any intellectual property resulting thereof;
- 1.3 that it, for the duration of this Agreement, has no interest, pecuniary or otherwise, in any matter that would put it in an actual or apparent conflict of interest;
- 1.4 that the description of the Project in Annex "A" accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- 1.5 that it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government; and
- 1.6 that no current or former public servant or public office holder who is not in compliance with the provisions of the *Conflict of Interest Act*, S.C. 2006,c.9 (Reference: <http://cicc-ccic.gc.ca/Default.aspx?pid=21&lang=en>) or the *Values and Ethics Code for the Public Service* (Reference: [http://www.tbs-sct.gc.ca/pubs\\_pol/frepubs/tb\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/frepubs/tb_851/vec-cve-eng.asp)), member of the House of Commons or senator who is not in compliance with the *Conflict of Interest Code for Members of the House of Commons* (Reference: <http://cicc-ccic.gc.ca/Default.aspx?pid=24&lang=en>) or the *Conflict of Interest Code for Senators* (Reference: <http://sen.parl.gc.ca/scr-osc/Eng/Code-e.html>), or anyone else bound by other values and ethics codes applicable to government or specific recipients, shall derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

#### **2. OBLIGATIONS OF THE RECIPIENT**

During the term of this Agreement, the Recipient shall:

- 2.1 take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;
- 2.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;
- 2.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits;
- 2.4 ensure access by the Minister, her/his authorized representatives and by the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks notice for audit and evaluation purposes;
- 2.5 ensure access by the Minister or his authorized representatives to any of the recipient's real property under the ownership or control of the Recipient where any part of the Project is being carried out, at any time and during reasonable hours, to monitor Project implementation. The Recipient shall provide to the Minister or to his authorized representatives all necessary assistance and documentation as may be necessary for the carrying out of this monitoring function;
- 2.6 where practicable, adopt a competitive process for procurement of goods and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods or services for the Project to a specific person or entity; and
- 2.7 ensure that during the term of this Agreement, any persons engaged in the course of carrying out the Agreement shall conduct themselves in compliance with the principles of the *Values and Ethics Code for the Public Service*. Should any such interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Recipient shall declare it immediately to the Minister's representative.

### 3. CERTIFICATION - CONTINGENCY FEES

Definitions that apply to this article:

**"contingency fee"** means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government agreement or negotiating the whole or any part of its terms;

**"employee"** means a person with whom the Recipient has an employer/employee relationship; and

**"person"** includes an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, R.S. 1985, c. 44 (4th Suppl.) (Reference: [http://www.oibp-olbp.gc.ca/ejc/site/lobbyist-lobbyiste1.nsf/eng/h\\_ax00269.html](http://www.oibp-olbp.gc.ca/ejc/site/lobbyist-lobbyiste1.nsf/eng/h_ax00269.html)), as the same may be amended from time to time.

- 3.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtainment of this Agreement to any person.
- 3.2 All accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtainment or negotiation of the Agreement shall be subject to the audit provisions of the Agreement (Annex "B", article 11).
- 3.3 If the Recipient certifies falsely under this article or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient, by way of reduction of the contribution or otherwise, the full amount of the contingency fee.

### 4. APPLICABLE LEGISLATION

- 4.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and shall ensure that any project sub-contractor is subject to the same obligations.
- 4.2 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the Province of residence of the Recipient or main place of business.
- 4.3 Any person lobbying on behalf of the Recipient shall be registered pursuant to the *Lobbying Act*, R.S., 1985, c. 44 (4th Supp.).

### 5. CONFIDENTIALITY, ACCESS TO INFORMATION AND RECORDS TO BE KEPT

- 5.1 The Recipient shall ensure that any information of a confidential nature relating to the affairs of the Minister to which the Recipient or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the Access to Information Act, R.S., 1985, c. A-1 and to the Privacy Act, R.S., 1985, c. P-21, or the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c.1756.
- 5.2 The Recipient acknowledges that the Minister is subject to the federal *Access to Information Act* and that nothing in this Agreement shall be interpreted so as to preclude the Minister from disclosing information that the Minister may be authorized to disclose under the *Access to Information Act* or pursuant to any applicable law, regulation, government policy, or any order of a court or other tribunal having jurisdiction.
- 5.3 The Recipient consents to the public disclosure by the Minister of any information provided by the Recipient to the Minister relating to the activities under this Agreement, including amounts advanced or paid as reimbursement of Eligible Costs, the criteria used for calculating payments, data showing the activities supporting such payments, and analysis, audit and evaluation reports relating to the Project. The Minister shall ensure that any public disclosure respects all legal requirements to protect personal information and third-party information.
- 5.4 The Recipient shall ensure that any personal information which may be brought to the attention of the Recipient and its employees or agents will be dealt with according to the provisions of the *Privacy Act*, R.S.1985, c. P-21 or the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c.1756. .
- 5.5 Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, audit and evaluation reports, and all other documentation related to activities and associated expenditures and costs for a period of five (5) years from the expiration or termination of this Agreement
- 5.6 The Recipient shall ensure that any information of a confidential nature or personal information is adequately protected against unauthorized use or disclosure.

### 6. ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)

For any asset purchase (furniture, equipment, vehicles, immovable assets, etc) that has a cost of over \$2,000, the Recipient shall:

- 6.1 Subject to 6.3, preserve and maintain the assets acquired, built and/or renovated with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless;
  - 6.1.1 written exemption from this requirement is obtained from the Minister;
  - 6.1.2 the Minister authorizes the disposition of the asset;
  - 6.1.3 replacement of assets subject to wear is necessary; or
  - 6.1.4 assets that have become outdated require replacement.
- 6.2 Subject to 6.3, the Recipient agrees that, at the end of the Project or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any assets referred to in 6.1 that have been preserved by the Recipient shall be:
  - 6.2.1 sold at fair market value and the funds realized from such a sale applied to the eligible cost expenditures of the Project to offset the Minister's contribution to the eligible cost expenditures of the Project;
  - 6.2.2 turned over to another organization or person designated or approved by the Minister; or
  - 6.2.3 disposed of in such other manner as may be determined by the Minister.
- 6.3 The Recipient agrees to preserve and maintain the immovable assets acquired, built and/or renovated with contribution funds and use them for the purpose for which they were acquired, built and/or renovated for a period of seven years after the term of this Agreement, or after its termination, if earlier, unless written exemption from this requirement is obtained from the Minister. If directed to do so by the Minister, any such immovable assets that are to be disposed of by the Recipient shall be:
  - 6.3.1 sold at fair market value and funds realized from such a sale reimbursed to Her Majesty based on a pro-rata share of the funding toward the immovable assets. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty. Where any amount due to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient;
  - 6.3.2 turned over to another organization or person designated or approved by the Minister; or
  - 6.3.3 disposed of in such other manner as may be determined by the Minister.

## 7. LIABILITY

- 7.1 The Minister and her/his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.
- 7.2 Where the Recipient is entering into a loan, a capital lease or other long-term obligation in relation to the activity or deliverable for which Minister's Contribution is disbursed, the Recipient shall not incur any obligation on behalf of the Minister and shall ensure that any agreement in respect thereof expressly relieves the Minister of any liability for non-performance by the Recipient or damages caused by the Recipient.
- 7.3 Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

## 8. INDEMNIFICATION

- 8.1 The Recipient shall indemnify and save harmless the Minister and her/his employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or environmental effect or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a result of any willful or negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or her/his employees or agents.
- 8.2 In the event that either the Minister or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the Party or Parties named shall notify the other Party, and the named Party may defend the action or proceeding in its own name and at its own cost. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be

contrary to its interest or its obligations under the law. The un-named Party shall refrain from any extra-judicial conduct which would prejudice the successful conclusion of the action or proceeding.

#### **9. INSURANCE**

The Recipient shall, through an appropriate, comprehensive general liability insurance with a coverage of not less than \$2,000,000 inclusive per occurrence for each peril, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project or this Agreement.

#### **10. DEFAULT AND REMEDIES**

10.1 The following constitute events of default:

- 10.1.1 the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- 10.1.2 an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- 10.1.3 in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project;
- 10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to the Minister;
- 10.1.5 in the Minister's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with; and
- 10.1.6 the Recipient is no longer eligible under the "Eligibility Criteria" of the Program.

10.2 Where there is a default or where, in the Minister's opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

10.3 The fact that the Minister refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her/him shall not prevent her/him in any way from later exercising any other remedy or right under this Agreement or other applicable law.

10.4 Notwithstanding anything else provided for in this article, the Minister may not terminate this Agreement unless he or she has served written notice to the Recipient of the event of default and the Recipient has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served. At the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if he or she deems that the Recipient has not remedied the event of default in a satisfactory manner. The Minister shall reimburse the Recipient for any Eligible Costs incurred to the effective date of termination.

#### **11. EVALUATION**

11.1 The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.

11.2 The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:

- 11.2.1 that it shall provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon; and
- 11.2.2 that the Minister reserves the right to make an evaluation for a period of up to five years after the end of this Agreement to ensure compliance with the terms and conditions of the Agreement.

#### **12. PARTNERSHIP**

12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

12.2 The Recipient shall not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

**13. ASSIGNMENT AND SUBCONTRACTORS**

The Recipient shall not assign this Agreement or any part thereof or any payments to be made there under without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

**14. DISPUTE RESOLUTION**

In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good-faith attempt to settle the dispute. In the event that the parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The parties will bear the costs of mediation equally. The Parties agree that nothing contained in this provision shall affect, alter or modify the rights of the Minister under the Default and Remedies provision of this Agreement.

**15. AMENDMENTS**

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

**16. INTELLECTUAL PROPERTY**

Any intellectual property developed as a result of the Project shall belong to the Recipient.

**17. SUCCESSORS**

This Agreement is binding upon the parties and their respective administrators and successors.

**ANNEX D**  
**REPORTING REQUIREMENTS AND PAYMENTS CONDITIONS**  
**INTERIM OR FINAL ACTIVITY/RESULTS REPORT**

A person duly authorized by the Recipient must certify the Interim and Final Activity/Results Reports

**1. INTERIM ACTIVITY/RESULTS REPORTS**

- 1.1 **Interim Activity/Results Report:** an assessment of progress towards the project results and the extent to which the project has met program objectives according to performance measures stated in the application and in Annex A
- 1.2 see Sections 3 "Payment conditions" and 4 "Financial Reports" below for a description of required financial reporting

**2. FINAL ACTIVITY/RESULTS REPORT**

- 2.1 a letter requesting final payment
- 2.2 An assessment of the project results and the extent to which the project has met program objectives as stated in your application and Annex A. As part of your assessment, please complete the following table:

Arts and heritage organizations have resources to build and improve facilities and infrastructure. Did your project:	<u>NO</u>	<u>YES</u>	If yes, how and to what extent
increase the facility's seating or capacity of exhibition halls?			
improve the facility's technological and safety features?			
improve the facility's disabled access?			
improve the facility's environmental and conservation controls?			

- A copy of the feasibility study is attached (where applicable)

- 2.3 a statement to the effect that the Applicant has met its obligations, under this agreement, regarding federal and provincial environmental requirements and provincial/municipal fire and safety standards
- 2.4 see Sections 3 "Payment conditions" and 4 "Financial Reports" below for a description of required financial reporting

**3. PAYMENT CONDITIONS**

The Minister shall pay to the Recipient the contribution described in Annex B, section 1.1 as follows:

- 3.1 The Minister may issue advance payments based upon the Cash Flow submitted by the Recipient. Payments will be issued on or about the first day of the period covered by the advance (please refer to first column below entitled "Advance for the period of").
  - 3.1.1 The Recipient must submit the reports indicated in the schedule below. The reports must be certified by the Recipient's authorized representative. Payments are conditional upon receipt and acceptance, by the Minister, of these reports and upon compliance with previous payment conditions.
  - 3.1.2 Advances are based upon the Recipient's cash flow requirements and cannot exceed 90% of the financial assistance awarded for the current fiscal year.
  - 3.1.3 Payments to the Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.

<b>Advance for the period of</b>	<b>Conditions or type of report</b>	<b>Payment conditions</b>	<b>Recipient's report submitted by</b>
April 1 to June 30, 2013	No report required		
July 1 to September 30, 2013	Cash Flow	Actual: April 1, 2013 to May 31, 2013; Forecast: June 1, 2013 to March 31, 2014	June 15, 2013
	Interim Activity Report	April 1, 2013 to May 31, 2013	
October 1 to December 31, 2013	Cash Flow	Actual: April 1, 2013 to August 31, 2013; Forecast: September 1, 2013 to March 31, 2014	September 15, 2013
	Interim Activity Report	April 1, 2013 to August 31, 2013	
January 2013	Cash Flow	Actual: April 1 to November 30, 2013; Forecast: December 1, 2013 to March 31, 2014	December 15, 2013
	Interim Activity Report	April 1 to November 30, 2013	
February 2013	No updated report required		
	Cash Flow Note: Revised Cash Flow also serves to meet the requirement of section 1.3 of Annex B	Actual: April 1, 2013 to January 31, 2014; Forecast: February 1 to March 31, 2014	February 15, 2014
March 2013	Interim Activity Report	April 1, 2013 to January 31, 2014	

3.2 A final payment representing the holdback shall be issued upon receipt and acceptance of the following reports, certified by a person duly authorized by the Recipient:

<b>Holdback</b>	<b>Audited Financial Report</b>  Canada Cultural Spaces Fund - Budget Template, "final report" column completed	April 1, 2013 to March 31, 2014  April 1, 2013 to March 31, 2014	December 31, 2014
	Final Activity / Results Report	April 1, 2013 to March 31, 2014	

3.3 The reports required for the purpose of this article are the following ones:

- 3.3.1 Cash Flow as described in section 4.1.
- 3.3.2 Audited Financial Report as described in section 4.2.
- 3.3.3 Canada Cultural Spaces Fund Budget Template "Final Report" Column completed (form sent at the application stage), as described in section 4.3.
- 3.3.4 Interim and Final Activity/Results Report as described in Sections 1 and 2.

#### 4. FINANCIAL REPORTS

##### 4.1 Cash Flow:

For the purpose of this Agreement, the Cash Flow shall include all actual and forecasted cash receipts and cash disbursements, as well as in-kind revenues and expenses as may be applicable, for the completion of the Project/ Programming. This report must provide a breakdown of cash receipts and cash disbursements, as well as in-kind revenues and expenses, as per the expenditure categories set out in the budget included under Annex "A", on a quarterly or monthly basis, for the funding period. Any other sources of revenues or expenditures added to the Project/Programming after the Agreement is signed shall also be included. At the end of the project and the government fiscal year however, the expenditures for goods and services received shall be reflected in the Cash Flow even if the payment has not yet been made by the Recipient.

**4.2 Audited Financial Report:**

For the purposes of this Agreement, the Audited Financial Report shall clearly include all of the revenues realized and expenditures incurred by the Recipient for the given period with regard to the project funded, as per the budget categories set out in Annex "A" of this Agreement. Any other sources of revenues or expenditures added to the project after the Agreement is signed shall also be included. Accounts shall be audited by professional accountants who are independent of the organization and are active members in good standing with one of the following professional associations: CA, CMA, CGA legislation. (Note: Some provinces do not allow CMA or CGA certified accountants to audit financial statements.)

**4.3 Canada Cultural Spaces Fund Budget Template**

For the purposes of this Agreement, a budget of the project shall include, as separate items, the budget as well as all of the revenues realized and expenditures incurred as well as in-kind revenues and expenses for the given period with regard to the Project being funded, as per the budget categories. Any other sources of revenues or expenditures added to the Project being funded after the Agreement is signed shall also be included. Please use the Canada Cultural Spaces Fund budget template 'final report' column completed (form sent with the initial application).

## ANNEX E ACKNOWLEDGMENT OF DEPARTMENTAL SUPPORT

All Recipients are required to acknowledge publicly the financial assistance of the Government of Canada. For this purpose, the Department has developed the following guidelines:

1. Public announcements and press releases are to be coordinated through the Department's Communications Branch in Gatineau via the Regional office. The Recipient will advise the Department in advance of public announcements or press releases.
2. If the Recipient publishes an official document of any kind, space shall be set aside in a mutually agreed section of the document for a message to participants from the Minister in both official languages. The message will be prepared by the Department. The Recipient will advise departmental officials well in advance of the publication.
3. Recognition of the Department's contribution will be given with appropriate means such as signage, local publicity, advertising, etc. However, the Minister may deem advisable to withdraw the requirement for recognition of the federal funding by the Recipient.
4. During the course of a construction or renovation project with total program contribution equal to or greater than \$100,000, acknowledgement shall take the form of a temporary sign which will be posted in both official languages, on the construction site. This sign, which will be prepared at the Minister's expense, should be requested by the Recipient 4 weeks before the construction or renovation work starts. That sign will be installed and removed at the recipient's expense.
5. Upon completion of the construction or renovation project with total program contribution equal to or greater than \$100,000, a permanent plaque acknowledging, in both official languages, the participation of the Department shall be installed and displayed in a publicly visible location. This plaque shall be prepared at the Minister's expense and provided to the Recipient by the Department. The costs incurred in mounting the plaque and ensuring maintenance is done are the responsibility of the Recipient.

**ANNEX F**  
**CONFIRMATION OF SIGNING AUTHORITY**

We, the undersigned Board members of the CORPORATION OF THE CITY OF SAULT STE. MARIE, confirm that the following staff is/are affirmed as signatory/signatories, having signing authority for all matters concerning this Agreement.

**Staff Signatory/Signatories**

---

Joe Fratesi  
CAO

---

William Freiburger  
Commissioner, Finance and Treasury

**Signatories**

---

Mayor Debbie Amaroso

---

Rachel Tydzinski  
Deputy City Clerk

Annex F is not applicable to this contribution agreement due to the fact that the organization has already submitted a resolution from the Board of Directors giving Mr. or Ms. \_\_\_\_\_ signing authorities with regards to this agreement and all related documents.

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

## BY-LAW 2013-74

**AGREEMENT:** (C3.6) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage for funding under the Federal Secretariat, Bicentennial of the War of 1812 program for the Heritage Discovery Centre.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" attached hereto and dated the 22<sup>nd</sup> day of April, 2013 and made between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage for funding under the Federal Secretariat, Bicentennial of the War of 1812 program for the Heritage Discovery Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

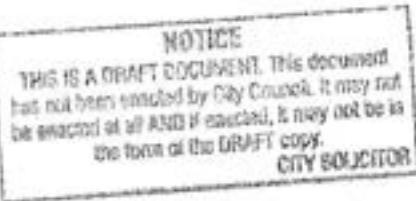
PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

---

MAYOR – DEBBIE AMAROSO

---

DEPUTY CITY CLERK – RACHEL TYCZINSKI



**Schedule "A"****CONTRIBUTION AGREEMENT****BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

as represented by the Minister of Canadian Heritage (hereinafter called "the Minister" and including any person duly authorized to represent her/him).

**AND:****CORPORATION OF THE CITY OF SAULT STE. MARIE** a duly incorporated municipality of the Province of Ontario having its head office at Sault Ste. Marie, and represented by the Mayor, hereinafter referred to as the "Recipient".**The "Minister" and the "Recipient" are referred to individually as a "Party" or collectively as the "Parties"****WHEREAS** the Minister is responsible for the Program entitled "Federal Secretariat, Bicentennial of the War of 1812", hereinafter called the "Program";**WHEREAS** the Recipient has submitted to the Minister a proposal for the funding of a Project called "Heritage Discovery Centre" which qualifies for support under the Program; and**WHEREAS** the Minister wishes to provide financial assistance to support the Project.**THEREFORE**, in consideration of their respective obligations set out below, the parties agree to the following:**1. PURPOSE OF CONTRIBUTION**

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as "the Agreement", in order to grant financial assistance to the Recipient solely for the purpose of implementing the Project described in Annex "A" of this Agreement entitled *Project Description, Specific Conditions and Budget*.

**2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER**

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a maximum amount of \$140,000 towards the eligible expenditures incurred by the Recipient, for carrying out the Project described in Annex "A".

**3. TERM**

- 3.1 The present agreement will take effect on the date when all parties will have signed and will cease, subject to its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated at section 3.2.
- 3.2 Subject to termination, the Agreement covers the activities described in Annex "A" of this Agreement for the period commencing on 2013/04/01 and ending on 2014/03/31. Unless otherwise pre-authorized by the Minister, only goods and services rendered within this time period shall be considered as eligible expenses.
- 3.3 All obligations of the Recipient herein shall, expressly or by their nature, survive termination or expiry of this Agreement, until and unless they are fulfilled or by their nature expire.

**4. OBLIGATION TO INFORM THE PUBLIC**

The Recipient hereby agrees that a public announcement with respect to this Agreement may be made by the Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary assistance in the organization of the public announcement, as the Minister sees fit, shall be provided.

**5. ACKNOWLEDGMENT**

The recipient shall prominently acknowledge, in English and French, the contribution received from the Minister in any communication materials and promotional activities related to the Agreement in a manner satisfactory to the Minister. However, the Minister may deem advisable to withdraw the requirement for recognition of the federal funding by the Recipient. The Recipient must acknowledge the contribution from the Minister by using the Government of Canada signature and Canada wordmark. Do not use the Department of Canadian Heritage signature or credit line. The guidelines to follow for public acknowledgment of funding assistance, using the Government of Canada signature and Canada wordmark are found at the following address: <http://pch.gc.ca/po-ch/pf-paf/index-en.aspx>

#### 6. NOTICE

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by facsimile or email shall be deemed to have been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

##### To the Recipient

Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie (Ontario)  
P6A 5N1

Attention:  
Debbie Amarooso  
The Mayor  
Tel: (705) 759-2500

##### To the Minister:

Department of Canadian Heritage  
25 Eddy Street (25-11-T)  
Gatineau (Quebec)  
K1A 0M5

Attention:  
Daniel Larable  
A/Director  
Tel: (819) 994-9553  
Fax: (819) 955-3645

#### 7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following annexes that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of conflict or inconsistency between Annex "A" and Annexes "B" and "C", Annex "A" will prevail.

- Annex A PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
- Annex B FINANCIAL CONDITIONS
- Annex C GENERAL TERMS AND CONDITIONS
- Annex D INTERIM OR FINAL ACTIVITY/RESULTS REPORT

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

##### Recipient

Debbie Amarooso  
Name (Print)

##### The Minister

Daniel Larable  
Name (Print)

Mayor  
Position

A/Director  
Position

Signature

Signature

April 22, 2013

Date

Date

##### Witness

Rachel Tyczynski  
Name (Print)

Name (Print)

Deputy City Clerk  
Position

Signature

Signature

April 22, 2013

Date

We have the authority to bind  
the corporation

## ANNEX A

PROJECT DESCRIPTION,  
SPECIFIC CONDITIONS AND BUDGET**1. Description of the Recipient's Project**

The City operates the Ermatinger-Clergue National Historic Site. Charles Oakes Ermatinger was a captain in the militia during the years of the War of 1812. The City of Sault Ste. Marie is constructing a new Heritage Discovery Centre on the Ermatinger site. The City proposes to develop an exhibit on the War of 1812 and the experience of the Sault that will be displayed in this new centre.

**2. Description of activities proposed by the Recipient, expected outcomes/results and how they will be measured**

## MAIN ACTIVITIES

- develop an exhibit on the War of 1812 and the experience of the Sault to be displayed in a new Heritage Discovery Centre at the Ermatinger-Clergue National Historic Site.

## EXPECTED RESULTS:

- Visitation to the site consists of 10,000 visitors of which 4,000 are students. They anticipate this number increasing with the new Heritage Discovery Centre.

## PERFORMANCE INDICATORS:

- a) Measures of attendance at commemorative activities and events; and
- b) Surveys of attendees/participants in programming/events to determine: how and to what extent Canadians will have an enhanced understanding of the War of 1812 and of its significance; how will they be able to recognize Canada's exceptional figures, places and accomplishments during the War; and how they will have opportunities to participate in commemorative activities and events.

**3. Specific conditions related to the Program**

Recipients must provide the Program with the following results reporting data, as applicable to the funded activities (refer to the template in Annex D):

- Number of Canadians accessing commemorative activities and events;
- Number of Canadians participating in commemorative activities and events; and
- Percentage of Canadians indicating an enhanced awareness, knowledge and understanding of the War of 1812.

**4. Official Languages Requirements**

The recipient is to ensure that the acknowledgement of the Government of Canada's support for the project is expressed in English and French. Considering the objectives and activities funded through this agreement, no additional official-language requirement is warranted.

**5. Environmental assessment**

## Recipient's General Obligation

The Recipient shall ensure that all activities and objectives subject to this Agreement comply with all federal, provincial/territorial and municipal laws and regulations and related laws or guidelines with respect to environmental matters.

## Environmental Assessment

The Minister has determined that based on the information available at the time of the commencement of this Agreement, no environmental assessment, in accordance with the *Canadian Environmental Assessment Act*, S.C. 1992, c.37, of the activities and objectives provided for under this Agreement is required. The Minister reserves the right to withhold funding under this Agreement if information becomes available that suggests an environmental assessment is required in accordance with the Act or that steps are necessary to mitigate damage to the environment.

**Budget Breakdown and Eligible Expenditures**  
**Fiscal year 2013-14**

**Revenues:**

Source of Funding	Amount
1812 Commemoration Fund	\$140,000
Canadian Cultural Spaces	\$1,778,000
Northern Ontario Heritage Fund	\$1,000,000
City of Sault Ste. Marie	\$165,000
Fundraising	\$785,000
<b>Subtotal – Cash</b>	<b>\$3,868,000</b>
City of Sault Ste. Marie	\$132,000
<b>Subtotal – In-kind</b>	<b>\$132,000</b>
<b>Total Revenues:</b>	<b>\$4,000,000</b>

**Expenditures:**

Column 1 Expenditures by Category	Column 2 Total Cost	Column 3 Eligible Expenditures Under This Agreement Yes or No (Note 1)	Column 4 Amount Approved Under This Agreement (Notes 2, 3 and 4)
Capital Construction costs related to Heritage Discovery Centre	\$3,600,000	N	
Expenses related to creation and installation of War of 1812 Exhibition	\$268,000	Y – see Note 1	
<b>Subtotal - Cash</b>	<b>\$3,868,000</b>		
Capital Construction costs related to Heritage Discovery	\$132,000		
<b>Subtotal – In-kind</b>	<b>\$132,000</b>		
<b>Total Expenditures:</b>	<b>\$4,000,000</b>		<b>\$140,000</b>

**Note 1:** Only eligible expenditures are subject to reimbursement under this Agreement. Eligible expenses include only those costs associated with the creation of the War of 1812 Gallery and include touch screen kiosks; a discovery wall; an interactive 3-D map; interpretive wall panels; banners; flags; bunting; mannequins; two artifact display cases with lighting and a torso for uniforms; reproductions and artifacts.

**Note 2:** Eligible in-kind expenditures must be considered for the government-stacking limit. However, in-kind expenditures will not be reimbursed by the Minister.

**Note 3:** Only transfers within eligible expenditures are allowed under this Agreement. Please refer to Annex "B", article 5, for conditions that apply when the funding is allocated to specific expenditures or expenditure categories under Column 4 above.

**Note 4:** If specific amounts are not stated for each eligible category under the column "Amount Approved Under This Agreement" (column 4), the Recipient may apply the Minister's contribution, as it deems necessary, within the eligible expenditures set out in column 3. Therefore, pre-approval as required by article 5 of Annex "B", will not be necessary. Note: Transfers of funds between expenditure categories must not change the nature of the funded project.

## ANNEX B

## FINANCIAL CONDITIONS

## 1. MAXIMUM AMOUNT OF CONTRIBUTION

- 1.1 Disbursements of the contribution to the Recipient will not exceed the following amount(s) or percentage share of funding for the applicable fiscal year(s), as per the payment breakdown and the eligible expenditures that will be incurred by the Recipient within the fiscal year for which they are allocated:

Federal Government Fiscal Year 2013-14: \$140,000

- 1.2 The federal government's fiscal year starts on April 1st and ends on March 31st of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1st and March 31st of the following calendar year are eligible for the funding allocated for the applicable fiscal year.

- 1.3 In the event that the Recipient forecasts to incur fewer expenses than anticipated during the current government's fiscal year and according to section 1.2 above, the Recipient shall inform the Minister in writing, as soon as possible, but no later than 60 days prior to the end of the federal government's fiscal year. The Minister will consider any request to adjust the following fiscal year's contribution allocation accordingly but the Minister will have no obligation to do so.

- 1.4 In the event that the project extends beyond the federal government's fiscal year and that the Recipient expects an unexpended balance to remain as at March 31st from advances received under this Agreement which the Recipient wishes to keep for the next fiscal year, the Recipient shall inform the Minister, in writing, no later than 30 days prior to the end of the federal government's fiscal year.

- 1.4.1 The Recipient shall submit a cash flow plan indicating how the unexpended balance will be disbursed during the period of April 1st until no later than September 30th of the following fiscal year.

- 1.4.2 If the Minister concurs with the plan, the Minister will authorize the Recipient, in writing, to retain a reasonable unexpended balance. Such an authorization, subject to the following conditions, will have the same value and the same effect as a formal amendment to this Agreement:

- 1.4.2.1 Any retained unexpended balance must be used to pay eligible costs under the terms of this Agreement, and

- 1.4.2.2 Any amount carried forward to the subsequent fiscal year must be spent by September 30th of that fiscal year. Any amount carried forward that remains unexpended after September 30th shall constitute a debt owing to Her Majesty and shall be repaid in October of that year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.

- 1.4.3 Should the cash flow plan not be approved, the unexpended balance shall constitute a debt owing to Her Majesty and the Recipient shall remit the unexpended balance by June 30th of the subsequent fiscal year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.

## 2. REDUCTION/TERMINATION OF THE AGREEMENT

- 2.1 Any payment made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted program budget levels. Funding under this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.

- 2.2 In the event of a proposed reduction or termination of the funding of the Program under section 2.1 above, the Minister may, upon giving the Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the Minister shall reimburse the Recipient for any eligible costs incurred to the effective date of that notice. The funding obligations of the Minister shall cease at the end of the notice period.

- 2.3 The municipal funding obligations, including municipal source funding and private sector fundraising may be reduced or terminated by the municipality at the municipality's discretion in response to an annual municipal budget, a municipal spending decision or a reordering of the municipal mandate and responsibilities that impact on the Project.

- 2.4 In the event of a proposed reduction or termination of the municipal funding under section 2.3 above, the municipality may, upon giving written notice of ninety (90) days, reduce the municipal funding or

terminate this Agreement. The funding obligations of the municipality shall cease at the end of the notice period.

### 3. SURPLUS

- 3.1 The Recipient acknowledges having disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts from all levels of government and anticipated expenditures, for any activity or objective within the scope of the Project. These proposed sources of funding and anticipated expenditures are set out in the Budget attached in Annex "A". The Recipient further acknowledges that the Minister's approval of funding for the Project was based in part on the representations set out in the Budget.
- 3.2 When submitting progress reports as required under article 6 of this Annex, the Recipient shall also declare any changes to the proposed sources of funding or expenditures for the Project.
  - 3.2.1 If total federal, provincial and municipal government funding of the activities and objectives set out in the Project exceeds 100 per cent of the total eligible costs, unless the Minister requires the recipient to adjust its activities/results accordingly, the Recipient shall repay any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty.
- 3.3 Notwithstanding 3.2.1 above, in the event that a surplus is realized at the end of the Project, the Minister may recover its share of the surplus based on its pro-rata share of the funding.

### 4. DESCRIPTION OF ELIGIBLE EXPENDITURES

The Recipient agrees that the Minister's contribution will be applied to only those eligible expenditures described in Annex "A" of this Agreement.

### 5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES

- 5.1 If more than one expenditure category is specifically funded in Annex "A" of this Agreement, the Recipient may transfer funds amongst approved expenditure categories, under the following circumstances:
  - 5.1.1 after receiving written authorization from the Minister, if at least one expenditure category involved in the transfer(s) represents an increase or a decrease exceeding 15% of the amount of funding approved for that category. Such an authorization would have the same value and the same effect as a formal amendment to this Agreement.
  - 5.1.2 without authorization from the Minister, provided that no expenditure category involved in the transfer(s) would be subject to an increase or a decrease exceeding 15% of the amount of funding approved for that category.
- 5.2 The Recipient may transfer funds from one item to another within the same expenditure category without the Minister's authorization.

### 6. PAYMENT CONDITIONS

The Minister shall pay, to the Recipient, the contribution described in section 1.1 as follows:

- 6.1 The Minister may issue advance payments based upon the Cash Flow submitted by the Recipient. Payments will be issued on or about the first day of the period covered by the advance (please refer to first column below entitled "Advance for the period of").
  - 6.1.1 The Recipient must submit the reports indicated in the schedule below. The reports must be certified by a person duly authorized by the Recipient. Payments are conditional upon receipt and acceptance, by the Minister, of these reports and upon compliance with previous payment conditions.
  - 6.1.2 Advances are based upon the Recipient's cash flow requirements and cannot exceed 95% of the financial assistance awarded for the current fiscal year.
  - 6.1.3 Payments to the Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.

Advance for the period of	Payment Conditions		
	Conditions or type of reports	Period covered by the report	Recipient's report submitted by
April 1, 2013 to Sept. 30, 2013	Signed Agreement Cash Flow	Forecast April 1, 2013 to Mar. 31, 2014	Upon signature of agreement

October 1, 2013 to March 31, 2014	Revised Cash Flow	Actual: April 1 to July, 2013 Forecast: August 1, 2013 to March 31, 2014	September 1, 2013
No advance to be issued	Interim Activity/Results Report  Revised Cash Flow as per section 1.3 of Annex B.	April 1 to July 31, 2013  Actual: April 1 to December 31, 2013 Forecast: January 1 to March 31, 2014	February 1, 2014

6.2 A final payment representing the holdback shall be issued upon receipt and acceptance of the following reports, certified by a person duly authorized by the Recipient:

Holdback	Cash Flow and/or Final Financial Report  Final Activity/Results Report	Actual: April 1, 2013 to March 31, 2014  April 1, 2013 to March 31, 2014	July 1, 2014
----------	---	---	--------------

6.3 The reports required for the purpose of this article are the following ones:

- 6.3.1 Cash Flow as described in section 7.1
- 6.3.2 Interim or Final Activity/Results Report as described in Annex "D"
- 6.3.3 Final Financial Report as described in section 7.2

## 7. FINANCIAL REPORTS

### 7.1 Cash Flow:

- 7.1.1 For the purpose of this Agreement, the Cash Flow shall include all actual and forecasted cash receipts and cash disbursements for the completion of the Project/ Programming. This report must provide a breakdown of cash receipts and cash disbursements as per the expenditure categories set out in the budget included under Annex "A", on a quarterly or monthly basis, for the funding period. Any other sources of revenues or expenditures added to the Project/Programming after the Agreement is signed shall also be included. At the end of the project and the government fiscal year however, the expenditures for goods and services received shall be reflected in the Cash Flow even if the payment has not yet been made by the Recipient.

### 7.2 Final Financial Report:

- 7.2.1 For the purposes of this Agreement, a Final Financial Report shall include, as separate items, the budget as well as all of the revenues realized and expenditures incurred for the given period with regard to the Project/Programming being funded, as per the budget categories set out in Annex "A" of this Agreement. Any other sources of revenues or expenditures added to the Project/Programming being funded after the Agreement is signed shall also be included. The report shall be prepared in accordance with generally accepted accounting principles.

## 8. ADVANCE PAYMENTS

- 8.1 Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owing to Her Majesty until such time as the Recipient has accounted for the said advance payments in accordance with the terms of the Agreement and to the Minister's satisfaction.
- 8.2 The Minister may withhold the payment of an advance or holdback pending the completion of any audit of the Recipient's books and records conducted by auditors appointed by the Minister, as set out in article 11 of this Annex.

## 9. TAX CREDIT

The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

## 10. OVERPAYMENT

- 10.1 Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt owing to Her Majesty and is recoverable as such.
- 10.2 When the Recipient's final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient shall forward a reimbursement cheque to the Department

for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement shall be the date of the submission of the final financial report and the final activity/ result report to the Minister.

- 10.3 When the Minister or its agents performs a financial analysis or an audit of the financial statements of the Recipient and an overpayment is identified, the overpayment shall be repaid to Her Majesty no later than 30 days after the date of the notice by the Minister.
- 10.4 Where any amount owing to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient.

#### **11. AUDIT**

- 11.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient for a period of up to five years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s). The Recipient shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
- 11.2 The Recipient acknowledges that, pursuant to section 7.1 of the Auditor General Act, R.S. (1985), c. A-17 (Reference: <http://laws.justice.gc.ca/cn/A-1.7/>), the Auditor General of Canada may, at his or her own cost, conduct compliance audits or performance evaluations with respect to this Agreement. The Recipient shall cooperate with the Minister and his or her representatives or agents relative to any such compliance audit or performance evaluation and shall grant same access to the Recipient's documents, records and premises as required by the Minister or his or her representatives or agents for purposes of such audit or evaluation. The auditor may, at his or her discretion, discuss any concerns raised in such compliance audit or performance evaluations with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.
- 11.3 The Recipient agrees to adhere to generally accepted accounting practices and principles and shall keep and make available to the Minister's representatives for examination and audit its books, accounts and registers of all revenues and expenditures in relation to the Project funded under this Agreement.

#### **12. INTEREST**

- 12.1 Any overpayment remaining owing and unpaid shall carry interest calculated and compounded monthly at the average Bank of Canada rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188 (Reference: [http://www.tbs-admt.scrts.gc.ca/ro/policyguideline\\_142/interest-eng.nsf](http://www.tbs-admt.scrts.gc.ca/ro/policyguideline_142/interest-eng.nsf)), plus three per cent (3%), from the due date to the settlement date.
- 12.2 Any interest earned by the Recipient on the Minister's contribution shall be accounted for and reported by the Recipient. The earned interest may be retained by the Recipient, provided it is used to cover eligible Project costs.

#### **13. LATE CLAIMS**

The Minister will not be held to pay bills or other expenditures after the end date of the agreement as indicated at section 3.1 (see first page of the agreement).

## ANNEX C

## GENERAL TERMS AND CONDITIONS

## 1. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT

The Recipient represents and warrants:

- 1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project; that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority; and that it has obtained all permits, licenses, consents and other authority necessary to carry out the Project;
- 1.2 that it holds sufficient intellectual property rights for the conduct of the Project or the exploitation of any intellectual property resulting thereof;
- 1.3 that it, for the duration of this Agreement, has no interest, pecuniary or otherwise, in any matter that would put it in an actual or apparent conflict of interest;
- 1.4 that the description of the Project in Annex "A" accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- 1.5 that it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government; and
- 1.6 that no current or former public servant or public office holder who is not in compliance with the provisions of the *Conflict of Interest Act*, S.C. 2006.c.9 (Reference: [http://cicc-ccic.gc.ca/pubs/pol/hrmbytth\\_851/ver-cve-eng.asp](http://cicc-ccic.gc.ca/pubs/pol/hrmbytth_851/ver-cve-eng.asp)) or the *Values and Ethics Code for the Public Service* (Reference: [http://www.thecsc.gc.ca/pubs/pol/hrmbytth\\_851/ver-cve-eng.asp](http://www.thecsc.gc.ca/pubs/pol/hrmbytth_851/ver-cve-eng.asp)), member of the House of Commons or senator who is not in compliance with the *Conflict of Interest Code for Members of the House of Commons* (Reference: <http://cicc-ccic.gc.ca/Default.aspx?pid=21&lang=en>) or the *Conflict of Interest Code for Senators* (Reference: <http://sen.parl.gc.ca/scr-cse/lng/Code-s.html>), or anyone else bound by other values and ethics codes applicable to government or specific recipients, shall derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

## 2. OBLIGATIONS OF THE RECIPIENT

2.1 During the term of this Agreement, the Recipient shall:

- 2.1.1 take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;
- 2.1.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;
- 2.1.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits;
- 2.1.4 ensure access by the Minister, her/his authorized representatives and by the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks notice for audit and evaluation purposes;
- 2.1.5 ensure access by the Minister or his authorized representatives to any of the recipient's real property under the ownership or control of the Recipient where any part of the Project is being carried out, at any time and during reasonable hours, to monitor Project implementation. The Recipient shall provide to the Minister or to his authorized representatives all necessary assistance and documentation as may be necessary for the carrying out of this monitoring function;
- 2.1.6 where practicable, adopt a competitive process for procurement of goods and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods or services for the Project to a specific person or entity; and
- 2.1.7 ensure that during the term of this Agreement, any persons engaged in the course of carrying out the Agreement shall conduct themselves in compliance with the principles of the *Values and Ethics Code for the Public Service*. Should any such interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Recipient shall declare it immediately to the Minister's representative.

### 3. CERTIFICATION - CONTINGENCY FEES

Definitions that apply to this article:

**"contingency fee"** means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government agreement or negotiating the whole or any part of its terms;

**"employee"** means a person with whom the Recipient has an employer/employee relationship; and

**"person"** includes an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, R.S. 1985, c. 44 (4th Suppl.) (Reference: [http://www.oitac.ca/cabinet/lobbyist/lobbyist.html#math\\_m02029.html](http://www.oitac.ca/cabinet/lobbyist/lobbyist.html#math_m02029.html)), as the same may be amended from time to time.

- 3.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtainment of this Agreement to any person;
- 3.2 All accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtainment or negotiation of the Agreement shall be subject to the audit provisions of the Agreement (Annex "B", article 11);
- 3.3 If the Recipient certifies falsely under this article or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient, by way of reduction of the contribution or otherwise, the full amount of the contingency fee.

### 4. APPLICABLE LEGISLATION

- 4.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and shall ensure that any project sub-contractor is subject to the same obligations;
- 4.2 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the Province of residence of the Recipient or main place of business;
- 4.3 Any person lobbying on behalf of the Recipient shall be registered pursuant to the *Lobbying Act*, R.S., 1985, c. 44 (4th Suppl.).

### 5. CONFIDENTIALITY, ACCESS TO INFORMATION AND RECORDS TO BE KEPT

- 5.1 The Recipient shall ensure that any information of a confidential nature relating to the affairs of the Minister to which the Recipient or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the *Access to Information Act*, R.S., 1985, c. A-1 and to the *Privacy Act*, R.S., 1985, c. P-21, or the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c.1756;
- 5.2 The Recipient acknowledges that the Minister is subject to the federal *Access to Information Act* and that nothing in this Agreement shall be interpreted so as to preclude the Minister from disclosing information that the Minister may be authorized to disclose under the *Access to Information Act* or pursuant to any applicable law, regulation, government policy, or any order of a court or other tribunal having jurisdiction;
- 5.3 The Recipient consents to the public disclosure by the Minister of any information provided by the Recipient to the Minister relating to the activities under this Agreement, including amounts advanced or paid as reimbursement of Eligible Costs, the criteria used for calculating payments, data showing the activities supporting such payments, and analysis, audit and evaluation reports relating to the Project. The Minister shall ensure that any public disclosure respects all legal requirements to protect personal information and third-party information;
- 5.4 The Recipient shall ensure that any personal information which may be brought to the attention of the Recipient and its employees or agents will be dealt with according to the provisions of the *Privacy Act*, R.S. 1985, c. P-21, or the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c.1756;
- 5.5 Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, audit and evaluation reports, and all other documentation related to activities and associated expenditures and costs for a period of five (5) years from the expiration or termination of this Agreement;
- 5.6 The Recipient shall ensure that any information of a confidential nature or personal information is adequately protected against unauthorized use or disclosure.

### 6. ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)

For any asset purchase (furniture, equipment, vehicles, immovable assets, etc) that has a cost of over \$2,000, the Recipient shall:

- 6.1 Subject to 6.3, preserve and maintain the assets acquired with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless:
- 6.1.1 written exemption from this requirement is obtained from the Minister;
  - 6.1.2 the Minister authorizes the disposition of the asset;
  - 6.1.3 replacement of assets subject to wear is necessary; or
  - 6.1.4 assets that have become outdated require replacement.
- 6.2 Subject to 6.3, the Recipient agrees that, at the end of the Project or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any assets referred to in 6.1 that have been preserved by the Recipient shall be:
- 6.2.1 sold at fair market value and the funds realized from such a sale applied to the eligible cost expenditures of the Project to offset the Minister's contribution to the eligible cost expenditures of the Project;
  - 6.2.2 turned over to another organization or person designated or approved by the Minister; or
  - 6.2.3 disposed of in such other manner as may be determined by the Minister.
- 6.3 The Recipient agrees to preserve and maintain the immovable assets acquired with contribution funds and use them for the purpose for which they were acquired for a period of ten years after the term of this Agreement, or after its termination, if earlier, unless written exemption from this requirement is obtained from the Minister. If directed to do so by the Minister, any such immovable assets that are to be disposed of by the Recipient shall be:
- 6.3.1 sold at fair market value and funds realized from such a sale reimbursed to Her Majesty based on a pro-rata share of the funding toward the immovable assets. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty. Where any amount due to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient;
  - 6.3.2 turned over to another organization or person designated or approved by the Minister; or
  - 6.3.3 disposed of in such other manner as may be determined by the Minister.

## 7. LIABILITY

- 7.1 The Minister and her/his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.
- 7.2 Where the Recipient is entering into a loan, a capital lease or other long-term obligation in relation to the activity or deliverable for which Minister's Contribution is disbursed, the Recipient shall not incur any obligation on behalf of the Minister and shall ensure that any agreement in respect thereof expressly relieves the Minister of any liability for non-performance by the Recipient or damages caused by the Recipient.
- 7.3 Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

## 8. INDEMNIFICATION

- 8.1 The Recipient shall indemnify and save harmless the Minister and her/his employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or environmental effect or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a result of any willful or negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or her/his employees or agents.
- 8.2 In the event that either the Minister or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the Party or Parties named shall notify the other Party, and the named Party may defend the action or proceeding in its own name and at its own cost. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be

contrary to its interest or its obligations under the law. The un-named Party shall refrain from any extra-judicial conduct which would prejudice the successful conclusion of the action or proceeding.

#### **9. INSURANCE**

The Recipient shall, through an appropriate, comprehensive general liability insurance with a coverage of not less than \$2,000,000 inclusive per occurrence for each peril, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project or this Agreement.

#### **10. DEFAULT AND REMEDIES**

10.1 The following constitute events of default:

- 10.1.1 the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- 10.1.2 an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- 10.1.3 in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project;
- 10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to the Minister;
- 10.1.5 in the Minister's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with; and
- 10.1.6 the Recipient is no longer eligible under the "Eligibility Criteria" of the Program.

10.2 Where there is a default or where, in the Minister's opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

10.3 The fact that the Minister refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her/him shall not prevent her/him in any way from later exercising any other remedy or right under this Agreement or other applicable law.

10.4 Notwithstanding anything else provided for in this article, the Minister may not terminate this Agreement unless he or she has served written notice to the Recipient of the event of default and the Recipient has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served. At the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if he or she deems that the Recipient has not remedied the event of default in a satisfactory manner. The Minister shall reimburse the Recipient for any Eligible Costs incurred to the effective date of termination.

#### **11. EVALUATION**

11.1 The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.

11.2 The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:

- 11.2.1 that it shall provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon; and
- 11.2.2 that the Minister reserves the right to make an evaluation for a period of up to five years after the end of this Agreement to ensure compliance with the terms and conditions of the Agreement.

#### **12. PARTNERSHIP**

12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

12.2 The Recipient shall not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

**13. ASSIGNMENT AND SUBCONTRACTORS**

The Recipient shall not assign this Agreement or any part thereof or any payments to be made there under without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

**14. DISPUTE RESOLUTION**

In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good-faith attempt to settle the dispute. In the event that the parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The parties will bear the costs of mediation equally. The Parties agree that nothing contained in this provision shall affect, alter or modify the rights of the Minister under the Default and Remedies provision of this Agreement.

**15. AMENDMENTS**

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

**16. INTELLECTUAL PROPERTY**

- Any intellectual property developed as a result of the Project shall belong to the Recipient.

**17. SUCCESSORS**

This Agreement is binding upon the parties and their respective administrators and successors.

**ANNEX D**  
**REPORTING REQUIREMENTS**  
**INTERIM OR FINAL ACTIVITY/RESULTS REPORT**

**1. INTERIM ACTIVITY RESULTS REPORT**

The interim activity report referred to in clause 6 of Annex B means a written narrative report in a form acceptable to the Department, which details the results of the Recipient with regard to the activities, expected results and performance indicators as described in Annex A for the reporting period identified by the schedule. A person duly authorized by the Recipient must certify the Interim Activity Results Report. Recipients must also complete a results targeting template in a form acceptable to the Department.

**2. FINAL ACTIVITY RESULTS REPORT**

The final activity report referred to in clause 6 of Annex B means a written narrative report in a form acceptable to the Department, which details the results of the Recipient with regard to the activities, expected results and performance indicators as described in Annex A for the entire duration of the Agreement. A person duly authorized by the Recipient must certify the Final Activity Results Report. Recipients must also complete a results targeting template in a form acceptable to the Department.

Here are the two sample templates referred to in this section (Annex D) and in section "Specific conditions related to a Program" of Annex A.

**Federal Secretariat, Bicentennial of the War of 1812**  
**Interim or Final Activity Results Report**

Organization's Name:	
Project Title:	
Name of Authorized Person:	
Reporting Period:	

**Project Description**

*Provide a short description of your project's objectives and key activities. This description should align with the one which appears in Annex A of your contribution agreement or grant letter.*

**Activity Results**

*For each of the activities listed in Appendix A of the contribution agreement or your grant letter provide an update on your objectives and results achieved.*

*Link the results achieved by your project with the objectives of the 1812 Commemoration Fund:*

- Enhance Canadians' awareness, knowledge and understanding of the War of 1812 and of its significance in the shaping of Canada;
- Enable Canadians to recognize Canada's exceptional figures, places and accomplishments of the War of 1812; and
- Engage Canadians across the country in opportunities to participate in commemorative activities and events related to the War of 1812.

Activity #1

Activity #2

Activity #3

Federal Secretariat, Bicentennial of the War of 1812

## Results Targeting Template

*Organization's Name*

*Project Name*

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

## BY-LAW 2013-67

**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 22<sup>nd</sup> day of April, 2013.

---

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

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"

<u>ADVISOR 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 4/STATION TOWER
35 OH,DEREK	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SERBIC,JOHNUJOVIC	DENTAL BUILDING	945 & 213 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CARL,JOSEPH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDA MARINE & PARK	
161 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
193 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
193 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 4/STATION TOWER
178 D'AGOSTINO,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST
191 BROWN,STEVEN,GEORGE	SEP-SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
198 SEABROOK,Laura Lee	ALGOMA CENTRAL PROP	STATION MALL/STATION 4/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
248 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249 CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253 TRAVISON,TERRENCE/TERRY NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE	
257 CORBIERE,JOHN(TE)	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
276 SMITH,DENIS,ROBERT	Q48 SECURE SOLUTIONS	AIRPORT
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDA PLACE/20 QUEEN ST E
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
335 GROSSTO,DONALD	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
343 CHILMAN,JOE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
344 HARPE,KENNETH	DAYS INN	DAYS INN HOTEL
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDA MARINE & PARK	
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
368 TROMOW,VICTORIA	Q48 SECURE SOLUTIONS	AIRPORT
369 CARMICHAEL,MARY	ON FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON FINNISH HOME ASS.	FINNISH REST HOME
372 BENGTJALAN	ON FINNISH HOME ASS.	FINNISH REST HOME
374 TAKVELANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
376 FINN,ROBERT	Q48 SECURE SOLUTIONS	AIRPORT
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
384 BORGAN,RICK	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDA MARINE & PARK	
389 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO/IS COLLEGE/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
391 MCLEOD,HEATHER	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
397 LAFRAMBOISE,LYDON	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
403 JOHNSON,MICHAEL	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
408 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
410 POYNIER,HAROLD	Q48 SECURE SOLUTIONS	AIRPORT
411 MOORE,ROBERT	Q48 SECURE SOLUTIONS	AIRPORT
413 HILL,MICHAEL	CORPS OF COMM	SAULT HOSPITAL
420 FABIANO,ANTONIO	Q48 SECURE SOLUTIONS	AIRPORT
423 VANDERLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
430 RUSCIO,DOMINIC	MAJOR CONTR.	TRAVELOGUE
431 DICKSON,SHANE	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
435 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
438 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDA PLACE/20 QUEEN ST E
440 HAMBERG,ERIC	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
441 WILSON,DAVID	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
443 MARCEL,MARK	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
446 HALLOWAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAULT,ESSE	NORPRO SECURITY	REGENT PRO/IS COLLEGE/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
450 CHAPMAN,DAHTEL	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
453 DERASZ,RICHARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
455 BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
458 ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 BLEEMAN,RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460 BOUGIE,DAN	CORPS OF COMM	SAULT AREA HOSPITAL
462 GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463 MORIN,ALEX	CORPS OF COMM	SAULT AREA HOSPITAL
464 DITOMMASO,RYAN	2229917 ONT, INC.	489 BAY ST.
465 DELAVILLE,DON	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
467 BERNIER,JUNE	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
468 AGNEW,BRENDAN	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
469 SANTILLI,DOMINIC	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
470 WOOLLEY,MATTHEW	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
471 STOYCHEFF,CHRISOPHER	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
472 BRUNETTA,ANGELA	NORPRO SECURITY	REGENT PRO/IS COLLEGE/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
474 MANDUSO,ANTHONY	NORTH EAST SECURITY	A UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARISS COLLEGE
475 TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWERNAP
477 BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479 GROULK,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480 TELFORD,JASON	CORPS OF COMM/NORPRO SAULT AREA HOSPITAL/REGENT PRO/IS COLLEGE/QUEENS CENTRE/GHC/AMP	

481 FORD,BRIAN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
482 LEWCELLER,BRIGDE	CORPS OF COMM	SAULT AREA HOSPITAL
484 MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE BELLINE MARINA & BONDA MARINE & PARK	
485 ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLINE MARINA & BONDA MARINE & PARK	
486 LONDON,NADIA	GT NORTHERN RET.HOME	760 GREAT NORTHERN RD
487 ROUGEAU,MARISA	GT NORTHERN RET.HOME	760 GREAT NORTHERN RD
488 LEFLEUR,MARILYN	GT NORTHERN RET.HOME	760 GREAT NORTHERN RD
489 MCGUERIN,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	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
493 BROWN/FRASER	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
494 SHEWFELT,CODY	G4S SECURE SOLUTIONS	AIRPORT
497 ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498 MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
499 SCALI,NICOLA	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
500 EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
501 QUARRELL,ROBERT	ELSTRONG MANAGEMENT	#21,627,931 MACDONALD AVE
502 HAMEL,CHRIS	ELSTRONG MANAGEMENT	#21,627,931 MACDONALD AVE
503 HAMEL,MELANIE	ELSTRONG MANAGEMENT	#21,627,931 MACDONALD AVE
505 JONES,CHELSEY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
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 D'AMAJUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
513 MENCKE,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	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
517 ROY,BRENDA	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
518 TREPASSO,GRANT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
519 FRAGOMENI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
520 THOMPSON,JOHN	CORPS OF COMM	SAULT AREA HOSPITAL
522 MCNAME,STEVEN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
523 MCBRIDE,GUY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
524 DUNLOP,DAVID	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
525 IACCHETTA,CHRIS	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
526 JOHNSTON,CORY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
527 KOZAK,EMILIE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
529 ROMAIN,GERALDINE	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
530 WADE,SAMUEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
531 AHAGGEM,EHOUHOUHEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
532 BROUILLARD,BERNARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
533 STILLETT,CHRISTIAN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/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 GRANBARGER,KYLE	CORPS OF COMM	SAULT AREA HOSPITAL
538 MCCART,BRANDON	CORPS OF COMM	SAULT AREA HOSPITAL
539 CUTLER,JESSE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
540 ZEPPE,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
541 DIMMA,WMILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
542 RALPH,NANCY	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
543 HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
544 NEILSON,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
545 GRECO,BRYAN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
546 ZORIT,TRAVIS	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547 LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548 CARON,ROGER	CITY OF SAULT STE MARIE 99 FOSTER DR/(CIVIC CENTRE)	
549 WICKSTROM,IZAAK	G4S SECURE SOLUTIONS	AIRPORT
550 BADU,EDMUND	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
551 PIPER,ADAM	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
552 SENEGALGUDUR,DANIEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
553 ST.PIERRE,WMILLIAM	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
554 IRWIN,JACOB	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
555 ROY,DARCY	G4S SECURE SOLUTIONS	AIRPORT
556 ARCAUD,SCOTT	G4S SECURE SOLUTIONS	AIRPORT
557 HUTCHINGS,GEORGE	CORPS OF COMM	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/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
561 CARTER,TIGER	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
562 DEARING,DEVIN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
563 FLIBURY,TAMMY-JO	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
564 LAPRAE,DANIEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
565 LISCOMBE,GERALD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
566 SWEET,ILLARD	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
567 BOSTON,ALOCDY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
568 PICK,DENNY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
569 ZEPPLA,JACOB	G4S SECURE SOLUTIONS	AIRPORT
570 BERTRAND,CHRISTOPHER	G4S SECURE SOLUTIONS	AIRPORT
571 BRESHNAHAN, JAMES	SSM AIRPORT CORP.	AIRPORT - SUPERVISOR OF BUSINESS OPERATIONS
572 BELANGER, COWAN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
573 RHODES,LILIAN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
574 BOUCHARD,DARYL	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
575 LALOUDE,DANIEL	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/ COLLEGE
576 HULLERADLEY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
577 LARIVERE,EGENE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS/CENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

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

## BY-LAW 2013-68

**REGULATIONS:** (R1.26) A by-law to establish interim control provisions for the City of Sault Ste. Marie to prohibit the establishment of common bawdy houses for an interim period of one (1) year in order to allow for the completion of a planning study on the potential regulation of these uses.

**WHEREAS** subsection 38 of the *Planning Act*, R.S.O. 1990 c.P.13, as amended, permits the council of a municipality to pass an interim control by-law where the council has directed that a review or study be undertaken in respect of land use planning policies within the municipality or in any defined area or areas thereof;

**AND WHEREAS** Section 4.3 of the City of Sault Ste. Marie Official Plan allows for the passing of an interim control by-law;

**AND WHEREAS** Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to enact such interim control by-law;

**AND WHEREAS** a land use study is necessary in order to determine the appropriate land use regulations for common bawdy houses in the City of Sault Ste. Marie as shown on Schedule "A" attached hereto;

**AND WHEREAS** the proposed interim control by-law conforms to the City of Sault Ste. Marie Official Plan;

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. For the purposes of this interim control by-law, "common bawdy house" is defined as follows:  
a place that is
  - (a) kept or occupied; or
  - (b) resorted to by one or more persons for the purpose of prostitution.
2. While this by-law is in force and effect no common bawdy houses will be permitted on lands within the municipal boundaries of the City of Sault Ste. Marie as shown on the plan attached hereto and identified as "SUBJECT AREA" on Schedule "A".
3. This By-law shall be in force and effect for a period of one (1) year from the date of passing of this by-law.

PASSED in Open Council this 22nd day of April, 2013.

**NOTICE**

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

---

**MAYOR – DEBBIE AMAROSO**

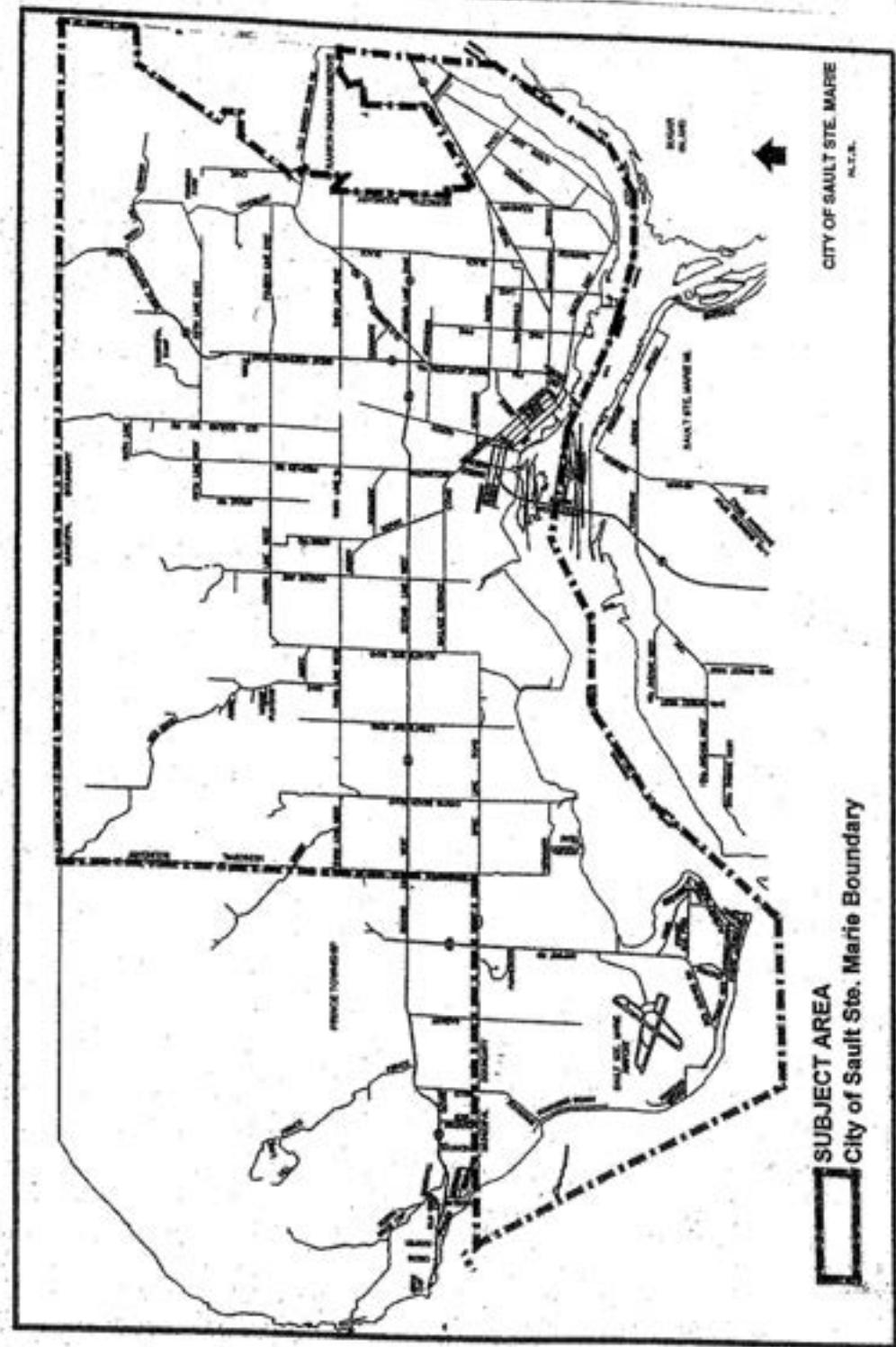
---

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A" TO BY-LAW  
AREA AFFECTED BY INTERIM CONTROL BY-LAW

1D(f)

2013-68



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-60

**STREET ASSUMPTION:** (PR4) A by-law to assume for public use and establish as a public street, a street in the Sharon Hill II Subdivision, Plan M391.

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described on Schedule "A" to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

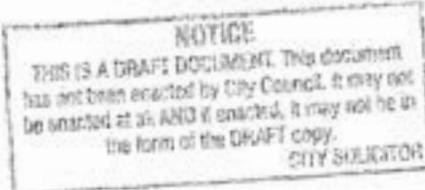
---

MAYOR – DEBBIE AMAROSO

---

DEPUTY CITY CLERK-RACHEL TYCZINSKI

CF\LEGAL\STAFF\BYLAWS\2013\2013-60 Street ASSUMP Sharon Hill II

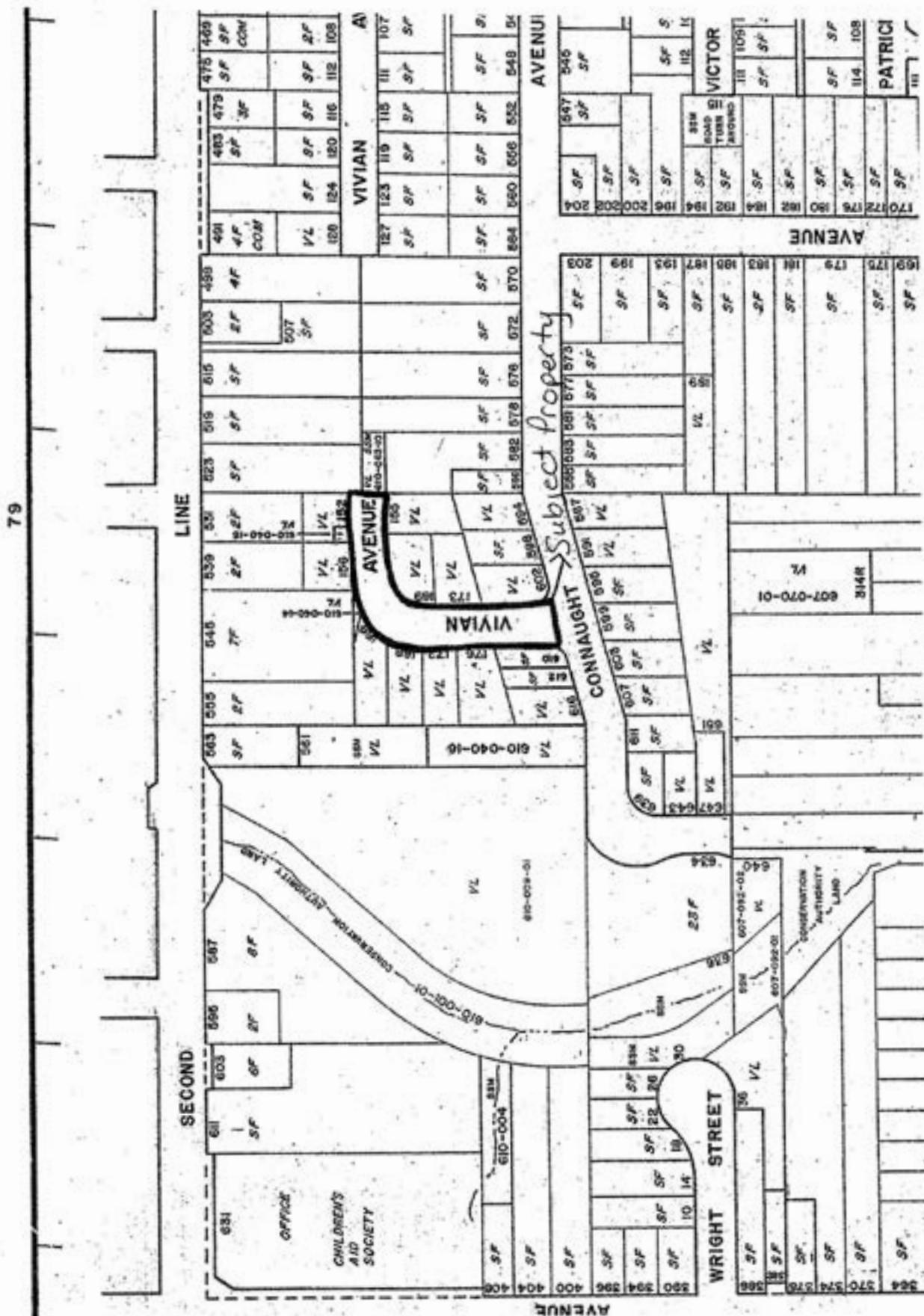


10(g)

## SCHEDULE "A" TO BY-LAW 2013-60 AND BY-LAW 2013-61

PIN 31593-0050 (LT)

PCL 6942 SEC AWS; VIVIAN AV PL M391 KORAH; SAULT STE. MARIE



10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-62

TAXES: (T1.2(2)) A by-Law to provide for 2013 final tax billing.

WHEREAS the *Municipal Act, 2001 S.O. 2001, c.25*, as amended, provides that the council of a local municipality, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:  
"Act" shall mean the *Municipal Act, 2001 S.O. 2001, C.25*, as amended  
"Minister" shall mean the Minister of Finance;  
"MPAC" shall mean the Municipal Property Assessment Corporation;  
"Treasurer" means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer's powers and duties under s.286(5) of the Act and By-law 2006-199, being the City Tax Collector.
2. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
3. The provisions of this by-law apply in the event that assessment is added for the year 2013 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.
4. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day after the due date and the first day of each calendar month during which the default continues, but not after the end of 2013.
5. Following December 31, 2013, interest charges of one and one-quarter percent (1¼%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
6. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates.
  - 6.1 One-half (1/2) thereof on the 5<sup>th</sup> day of July, 2013
  - 6.2 One-half (1/2) thereof on the 5<sup>th</sup> day of September, 2013.
7. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
8. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the Act.
9. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 4 and 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.

10(h)

10. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

**12. EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 22nd day of April, 2013.

---

MAYOR - DEBBIE AMAROSO

---

DEPUTY CITY CLERK - RACHEL TYCZINSKI

da: LEGAL/STAFF/SYLAWS/2013/2013-62 FINAL TAX BILLING.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

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

## BY-LAW 2013-63

**TAXES:** [T1.2(1)] A by-law to provide for the adoption of taxation transition ratios.

WHEREAS Section 308 of the *Municipal Act*, 2001, as amended provides that the council of a local municipality shall pass a by-law to establish tax ratios for the 2013 Taxation Year.

Therefore **THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, as amended **ENACTS** as follows:

**1. TAXATION TRANSITION RATIOS**

The Municipal Taxation Transition Ratios set out below are hereby adopted:

Residential & Farm	1.000000
Multi-Residential	1.265828
Commercial - Occupied	2.035800
Commercial - New Construction	2.035800
Commercial - Excess Land	1.425060
Shopping Centres	2.161135
Shopping - Excess Land	1.512795
Office Building	2.973385
Office Buildings - Excess Land	2.081370
Parking Lots & Commercial Vacant Land	1.505130
Industrial - Occupied	2.711931
Industrial - New Construction	2.711931
Industrial - Excess Land	1.762755
Industrial - Vacant Land	1.762755
Large Industrial	4.816459
Large Industrial - Excess Land	3.130698
Pipeline	1.835962
Farmland	0.250000
Managed Forests	0.250000

**2. EFFECTIVE DATE**

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

PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

**NOTICE**

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

CITY SOLICITOR

**MAYOR – DEBBIE AMAROSO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

1D(j)

THE CORPORATION OF THE CITY OF SAULT STE MARIE

TAX RATE (LEVY) BY-LAW FOR 2013

BY-LAW 2013-64

**TAXES:** (T1.2) A by-law to provide for the adoption of property tax rates for 2013.

WHEREAS Section 312 of the *Municipal Act, 2001* provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios, and;

WHEREAS the 2013 municipal tax levy for all purposes including debenture principal and interest payments has been set at \$ 98,338,005 comprised of \$ 94,473,595 for the overall (rural) area and an additional \$3,864,410 for the urban area only including debenture principal and interest payments specific to the special area;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby **ENACTS** the tax rates for municipal purposes as set out in Schedule "A" hereto annexed, and forming part of this by-law.

1. **SCHEDULE "A"**

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

c:\LEGAL\STAFF\BYLAWS\2013\2013-64 - CITY TAX RATES.DOC

NOTICE

This is a DRAFT DOCUMENT. This document has not been adopted by City Council. It may not be enacted at all. Additionally, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

## CITY OF SAULT STE. MARIE

SCHEDULE A

/D(j)

## 2013 PROPERTY TAX RATES

## URBAN AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01579249
Multi-Residential	MT	0.01999058
Commercial - Occupied	CT/CH	0.03198432
Commercial-New Construction	XT	0.03198432
Commercial-New Construction-Excess Land	XU	0.02238902
Commercial - Excess Land	CU	0.02238902
Commercial - Vacant Land	CX/CJ	0.02364699
General Rate Only (International Bridge)	CM	0.03198432
Shopping Centres	ST	0.03395345
Shopping - Excess Land	SU	0.02376741
Office Buildings	DT	0.04671465
Office Bldg - Excess Land	DU	0.03270026
Parking Lots	GT	0.02364699
Industrial - Occupied	IT/IH	0.04260697
Industrial - New Construction	JT	0.04260697
Industrial - New Construction - Excess land	JU	0.02769453
Industrial - Excess Land	IU	0.02769453
Industrial - Vacant Land	IX/IJ	0.02769453
Large Industrial - Occupied	LT	0.07567108
Lg Industrial - Excess Land	LU	0.04918620
Pipeline	PT	0.02899439
Farm	FT	0.00394812
Managed Forests	TT	0.00394812

## RURAL AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01511144
Multi-Residential	MT	0.01912849
Commercial - Occupied	CT/CH	0.03059785
Commercial- New Construction	XT	0.03059785
Commercial-New Construction-Excess Land	XU	0.02141849
Commercial - Excess Land	CU	0.02141849
Commercial - Vacant Land	CX/CJ	0.02262193
General Rate Only (International Bridge)	CM	0.03059785
Shopping Centres	ST	0.03248162
Shopping - Excess Land	SU	0.02273713
Office Buildings	DT	0.04468964
Office Bldg - Excess Land	DU	0.03128275
Parking Lots	GT	0.02262193
Industrial - Occupied	IT/IH	0.04076002
Industrial - New Construction	JT	0.04076002
Industrial - New Constuction - Excess Land	JU	0.02649401
Industrial - Excess Land	IU	0.02649401
Industrial - Vacant Land	IX/IJ	0.02649401
Large Industrial - Occupied	LT	0.07239085
Lg Industrial - Excess Land	LU	0.04705405
Pipeline	PT	0.02774402
Farm	FT	0.00377786
Managed Forests	TT	0.00377786

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

## BY-LAW 2013-66

**TAXES:** (T1.4) A by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial and multi-residential Property Classes.

**WHEREAS** The Corporation of the City of Sault Ste. Marie (hereinafter referred to as "The Municipality" may, in accordance with Section 329.1 of the *Municipal Act, 2001*, S.O. 2001 c. 25, as amended (hereinafter referred to as "The Act") modify the provisions and limits set out in Section 329 of The Act, with respect of property in the commercial, industrial and multi-residential property class;

**AND WHEREAS** The Municipality must similarly modify the provisions and limits set out in Section 332 of The Act with respect to the "tenant cap" calculations;

**AND WHEREAS** this by-law shall only apply to properties in any of the commercial, industrial and multi-residential property classes to which Part 1X of the Act applies;

**AND WHEREAS** "uncapped taxes" means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of Part 1X of The Act.

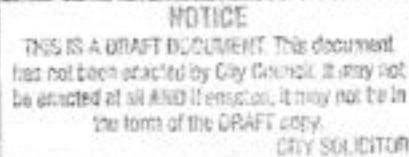
**AND WHEREAS** the Council may pass a by-law to apply any one or any combination of the following options:

- a. Increase the annual cap up to a maximum of 10% of last year's capped taxes; and/or
- b. Set an upper limit on annual increase at the greater of the amount calculated under (a) and up to 5% of the previous year's annualized CVA tax; and/or
- c. Up to a maximum \$250 threshold may be set for increasing properties, decreasing properties or both;

**AND WHEREAS** a by-law passed to adopt the provisions of Subsection 329.1 of the Act and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the commercial, industrial and multi-residential property classes;

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie hereby enacts as follows:

1. **THAT** paragraphs 1, 2 and 3 of Subsection 329.1 (1) of the Act shall apply to the commercial, industrial and multi-residential property classes for 2013.
2. In determining the amount of taxes for municipal and school purposes for the year under Subsection 329(1) and the amount of the tenants cap under Subsection 332(5), five per cent (5%) shall be used in:
  - (a) Determining the amount to be added under paragraph 2, Subsection 329 (1), and



(b) Increasing under paragraph 2 of Subsection 332 (5) the amount calculated under Paragraph 1 of that Subsection.

3. EFFECTIVE DATE

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

PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

---

MAYOR – DEBBIE AMAROSO

---

DEPUTY CITY CLERK-RACHEL TYCZINSKI

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

## BY-LAW 2013-70

**TEMPORARY STREET CLOSING:** (S4.1) A by-law to authorize the temporary closing of the most easterly end of Byrne Avenue this Spring. This temporary by-law will be in place until such time as the road closure is constructed and can be surveyed.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF PORTION OF BYRNE STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the temporary closing of the most easterly end of Byrne Avenue this Spring. This temporary by-law will be in place until such time as the road closure is constructed and can be surveyed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of April, 2013.

---

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da staff/by-laws/2013/2013-70

**NOTICE**

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

CITY SOLICITOR

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

## BY-LAW 2013-72

**TEMPORARY STREET CLOSING:** (S.2.) A by-law to permit the temporary closing of Queen Street East from Simpson Street to Pine Street from April 23, 2013 to November 30, 2013 to facilitate the reconstruction of Queen Street East.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from Simpson Street to Pine Street from April 23, 2013 to November 30, 2013 to facilitate the reconstruction of Queen Street East.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 22<sup>nd</sup> day of April, 2013.

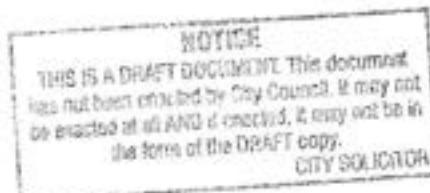
---

MAYOR - DEBBIE AMAROSO

---

DEPUTY CITY CLERK - RACHEL TYCZINSKI

c:\Staff\by-laws\2013\2013-72 temp closing Queen



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

## BY-LAW 2013-49

**TRAFFIC:** (P3.3) A by-law to amend Schedule "F" and Schedule "I" of Traffic By-law 77-200 regarding Byrne/Morrison and North Street intersection.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "F" OF BY-LAW 77-200 AMENDED**

Schedule "F" of By-law 77-200 is amended by deleting the following:

<u>INTERSECTION</u>	<u>DIRECTION OF TRAFFIC</u>	<u>STOP STREET</u>
"Byrne Avenue/Morrison Ave. & North St.	east/westerly	Byrne Avenue/ Morrison Ave.

Schedule "F" of By-law 77-200 is amended by adding the following:

Morrison Ave. & North St.	westerly	Morrison Ave.
---------------------------	----------	---------------

**SCHEDULE "I" OF BY-LAW 77-200 AMENDED**

**2. Schedule "I" of By-law 77-200 is amended by adding the following:**

<u>INTERSECTION OR PART OF STREET</u>	<u>DIRECTION</u>	<u>PROHIBITED TURN DIRECTIONS</u>	<u>PROHIBITED TIME AND DAYS</u>
"North St. at Morrison Ave.	southbound	left	any time".

**3. EFFECTIVE DATE**

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

PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

**NOTICE**

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

CITY SOLICITOR

**MAYOR – DEBBIE AMAROSO**

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

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

## BY-LAW 2013-75

**TRAFFIC:** (P3.3) A by-law to amend Schedule "E" of Traffic By-law 77-200 regarding Byrne Avenue.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

**1. SCHEDULE "E" OF BY-LAW 77-200 AMENDED**

Schedule "E" of By-law 77-200 is amended by deleting the following:

<u>THROUGH STREET</u>	<u>FROM</u>	<u>TO</u>
"Byrne Avenue	east limit of John Street	west limit of North St.

Schedule "E" of By-law 77-200 is amended by adding the following:

Byrne Avenue	east limit of John Street	10 m west of North St."
--------------	---------------------------	-------------------------

**2. EFFECTIVE DATE**

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

PASSED in open Council this 22<sup>nd</sup> day of April, 2013.

---

MAYOR – DEBBIE AMAROSO

---

DEPUTY CITY CLERK – RACHEL TYCZINSKI

**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

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

## BY-LAW NO 2013-61

**STREET CLOSING:** (PR4) A by-law to stop up, close and authorize the conveyance of a street in the Sharon Hill II Subdivision, Plan M391.

**WHEREAS** the street more particularly hereinafter described was established as a public street and assumed for public use by By-law 2013-60;

**NOW THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. **STREET CLOSED**

The street more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **STREET DECLARED SURPLUS**

The street more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the street more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

READ the FIRST and SECOND time this 22<sup>nd</sup> day of April, 2013.

---

MAYOR – DEBBIE AMAROSO

---

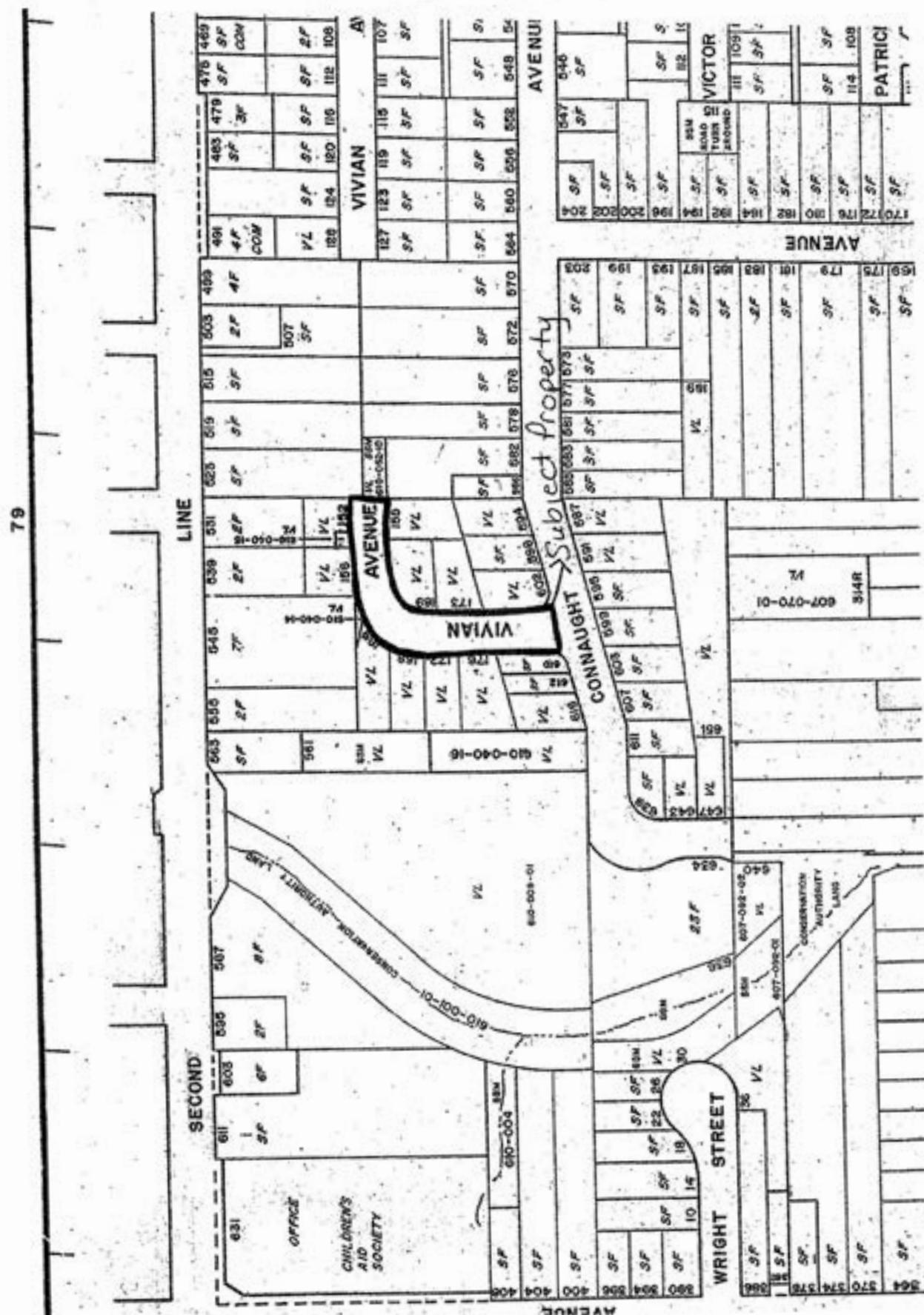
DEPUTY CITY CLERK-RACHEL TYCZINSKI

$10(p)$

SCHEDULE "A" TO BY-LAW 2013-60 AND BY-LAW 2013-61

PIN 31593-0050 (LT)

PCL 6942 SEC AWS; VIVIAN AV PL M391 KORAH; SAULT STE. MARIE



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2012-192

**LANE CLOSING:** LS(1) A by-law to stop up, close and authorize the conveyance of a lane in the Sault Ste. Marie Park Subdivision Plan 7602.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2012-191;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, c. 25 ENACTS as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

READ the FIRST and SECOND time in open Council this 22nd day of October, 2012.

  
MAYOR - DEBBIE AMAROSO

  
CITY CLERK - MALCOLM WHITE

**NOTICE**

THIS IS A DRAFT DOCUMENT. The 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)

READ a THIRD time and finally PASSED in open Council this 22<sup>nd</sup> day of April, 2013 after notice thereof had been published once a week for two consecutive weeks and after the Council had met to hear every person who had applied to be heard.

---

MAYOR - DEBBIE AMAROSO

---

DEPUTY CITY CLERK - RACHEL TYCZINSKI

10(g)

## SCHEDULE "A" TO BY-LAW 2012-191 AND BY-LAW 2012-192

PIN 31585-0077 (LT) LANE PL 7602 KORAH ABUTTING LT 742 TO 746  
EXCEPT PT 2 1R8369 & T436799; SAULT STE. MARIE

690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870
604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670																																																																																																																		
593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670																																																																																																							
592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670																																																																																																						

Brunswick Avenue

Longfellow Road

Part of Map 80

N →

# **SAULT STE. MARIE**

# **POLICE SERVICE**

## **BUSINESS PLAN 2010 - 2012**

**Year One Results (2010)**

**Year Two Results (2011)**

**Year Three Results (2012)**



## **TABLE OF CONTENTS**

### ***Goals, Objectives, and Performance Indicators***

Investigation Services	.....2
Community Patrols	.....7
Crime Prevention	.....11
Human Resources	.....15
Training	.....17
Police Facilities and Infrastructure	.....20
Facilities	
Fleet	
Uniforms & Equipment	
Property & Evidence Management	
Technology	.....23
Mission, Vision, and Value Statement	.....25

# INVESTIGATION SERVICES

Accountability: Inspector, Investigation Services or Designate

## Goals:

To investigate, solve, assist in the prosecution of crimes, and reduce criminal activity in the City of Sault Ste. Marie and Township of Prince.

To utilize new educational and training opportunities in order to provide professional investigations in an efficient and effective manner.



To utilize advancements and new technologies to maximize crime fighting.

To partner with community groups and agencies to implement new educational strategies for the community.

## Objectives:

1. Ensure that criminal investigations are conducted by highly skilled investigators in accordance with legislative requirements. Ensure criminal investigations and prosecution of criminal offences are conducted in an efficient and effective manner by highly skilled investigators.

### Performance Indicators:

- ✓ a) Complete a training inventory of assigned Investigation Services' personnel  
An inventory is completed and updated regularly. Ongoing.
- ✓ b) Pursue training opportunities to bring officers to required standards  
Training requirements are continually addressed with position requests to the Ontario Police College and other training agencies. Ongoing.
- ✓ c) Increase number of officers with full major case management recommended training  
Training in major case management including software occurred in 2010. Training in this area continued in 2011. Capacity has increased allowing the software to be used when multiple cases meet the MCM software criteria and need to be simultaneously investigated. We hosted a MCM course in 2012 and all investigators within Investigation Services presently have the MCM training.
- ✓ d) Continued and enhanced consultations with the Attorney's office in relation to criminal prosecutions

Crown Attorney's office was consulted on many investigations of a sensitive nature and especially with major cases. We continue to consult with the Crown Attorney's office especially with difficult and serious cases. Ongoing process as we continued to consult with the Crown Attorney's office especially with difficult and serious cases.

- ✓ e) Host a General Investigative Techniques (GIT) course for officers requiring and/or showing interest in criminal investigations  
This will be reviewed in 2011. We will host in-house General Investigation Techniques and Major Case Management courses in 2012. We hosted a GIT course in 2012. This increased the number of officers with this basic investigative course which is a prerequisite for many courses at the Ontario Police College.

2. Effectively target illegal drug use and related crime.

Performance Indicators:

- ✓ a) Enhance the use of crime analysis and intelligence information in addressing drug investigations including Crime Stoppers  
The increased amount of drugs seized in 2010 is attributed to the coordinated efforts of Intelligence Services, Crime Analyst, and CORE Unit. Continued in 2011 and 2012.
- ✓ b) Build on relationships and co-investigations with the local JFO Drug Unit  
Joint drug investigations were worked with the R.C.M.P. and O.P.P. Assigned another officer to assist in joint investigations. In 2012 we continued to work closely with both the O.P.P. and R.C.M.P. in sharing information and resources to further our drug investigations. Local JFO Drug Unit has been disbanded by the Ontario Provincial Police.
- ✓ c) increase the number of proactive drug investigations  
Ongoing efforts are being made to achieve this increase. The number of proactive investigations was limited due to staffing requirements and other duties resulting from several homicides in 2011. Achieved in part.
- ✓ d) increase the number of drug charges and seizures  
Drug seizures increased from \$251,000 (2009) to \$1,052,000 (2010).  
Drug seizures decreased to \$440,984 in 2011.  
Drug seizures were valued at \$723,831 in 2012.

Number of individuals charged rose from 100 (2009) to 137 (2010).

Number of individuals charged decreased to 75 in 2011.

82 persons were charged in 2012.

Number of drug-related charges increased slightly to 285. Number of drug-related charges decreased to 139 in 2011. 173 drug-related charges were laid in 2012.

*(2011 saw slight decreases compared to 2010 due to the temporary reduction in staffing and the need for the C.O.R.E. Unit to assist in several major*

*investigations.)*

- ✓      c) continue and build upon drug education programs in the local high schools in cooperation with local school boards  
The ABCD high school education program was enhanced with a grant from the Ministry of Community Safety and Correctional Services. The ABCD program continued into 2011 and is now driven by internal school board committees. This program continued in 2012.

3. Reduce the number of break and enters.

Performance Indicators:

- ✓      a) continue the reduction of break and enters  
Final year-end stats showed a slight increase in 2010 (569) over 2009 (561). In 2011 a small decrease was experienced from 569 to 553. There was an increase in the number of break and enters in 2012 to 878 from 553 incidents in 2011. This increase is potentially a side effect of tightening the availability of narcotic-based prescription drugs.
- ✓      b) increase the number of targeted initiatives in specific areas as indicated by statistical crime analysis  
There were no specific targeted projects in 2010 but an increased emphasis in drug investigations has caused a reduction in the number of break and enters. Several major investigations and the effects on staff availability had an impact on the ability to pursue targeted investigations. An initiative on arson fires was conducted resulting in the arrest of one arsonist during the summer and an initiative to pursue a second arsonist resulted in an arrest for Arson and various other offences. Several small informal initiatives were conducted as a result of identified crime analysis which produced mixed results.

4. Enhance computer crime investigations.

Performance Indictors:

- ✓      a) train technological crime officers to IACIS standards  
One officer has attended the Advanced IACIS course and is pursuing IACIS certification. A second technological crime officer will be trained over the next few years. Major investigations in 2011 did not allow for this to occur but both Technological Crime officers are scheduled for IACIS training in 2012. Both technological crime officers attended and successfully completed various levels of IACIS certification training in 2012 as well as upgrading in other areas through the Canadian Police College.
- ✓      b) increase the number of proactive Internet child exploitation investigations  
In 2010, eleven (11) P2P investigations resulted in the execution of 8 search warrants and 5 individuals charged with possession and making available child pornography. Eleven (11) child pornography/Internet-luring investigations resulted in the execution of one search warrant, 3 consent searches, 1 individual charged with possession of child pornography, and 5 individuals warned

regarding their Internet behaviours.

In 2011 there were fourteen (14) P2P investigations resulting in 13 search warrants and 7 individuals charged and one YO diverted. Thirteen child pornography/Internet-luring investigations were conducted resulting in 2 warrants, 6 consent searches, 3 arrests, one YO diverted, and 5 warnings.

In 2012, there were 122 requests for service involving computers, cell phones, and other digital media. There were 13 proactive investigations into the possession and distribution of child pornography on the Internet. These cases resulted in the execution of eight search warrants and the arrest of five persons with one case still ongoing. 41 cell phones were examined for offences related to child pornography, robbery, drug, sexual assaults, and homicide.

- ✓      c) keep current with new technologies, equipment, and training to investigate computer-linked crimes

In 2010, officers attended formal courses hosted by the Canadian Police College and the International Association of Computer Investigative Specialists. Peer to Peer training was obtained through the Provincial Strategy to Protect Children from Sexual Exploitation through the Internet. Some additional formal training was attained in 2011 but was somewhat limited for reasons already mentioned. Training for the Technological Crime Unit is ongoing to keep up with the latest techniques and technologies. Officers have attended child exploitation training, Canadian Police College, and private sector training to keep current.

## 5. Address youth crime issues.

### Performance Indicators:

- ✓      a) collaborate with local youth agencies (eg. Children's Aid Society) to reduce youth crime and increase the number of meetings/initiatives  
Joint investigations were conducted with the Children's Aid Society. Computer peer to peer training was also provided to assist their case workers identify these types of incidents. A new grant from the Ministry of Community Safety and Correctional Services allowed officers to work with the local school boards and conduct community presentations on computer crimes. The "Internet Safety and Sensible Use of Electronics" (Take ISSUE) Program was developed that covered the use of electronic mediums on a wide range of topics, such as computer safety, parental oversight, and victimization. We regularly collaborate with C.A.S. on investigations and some cross-training. We continue to work with the local school boards on programs and training sessions on various youth-specific topics in an attempt to educate and reduce crimes committed by youth.
- ✓      b) fully implement ABCD initiative in local high schools  
The ABCD high school education program was enhanced with a Safe Schools grant from the Ministry of Community Safety and Correctional Services. The ABCD program was implemented in the local high schools and is now being directed internally by local school committees requiring only limited police support. Ongoing.

- ✓ c) increase the number of presentations to youths through the High School Liaison Officer Program, Technological/ICE officers (eg. Choices, ABCD Programs)

In 2010, officers assigned to HSLO continued to make regular presentations. The CHOICES program has been entrenched as part of the high school curriculum and it has been supplemented by the ABCD program. Tech/ICE officers made presentations to 5 schools as well as parent groups. Presentations by the HSLO's are ongoing and in 2011 Take ISSUE presentations were also conducted. Ongoing in 2012. Officers also conducted Internet safety and crime prevention presentations to both elementary and high school students.

6. Address domestic relationship crime and high-risk threats to the community.

Performance Indicators:

- ✓ a) develop and implement a high-risk offender strategy with community partners  
A committee was established to deal with high risk situations. The high risk offender policy was updated. Action plans to manage these offenders were developed and put into effect. This continued in 2011 and 2012.
- ✓ b) pursue intelligence-led policing initiatives  
Drug investigations were conducted by the CORE Unit based upon this. This continued in 2011 and 2012.
- ✓ c) build upon partnerships with the International Border Enforcement Team (IBET)  
The Patrol Inspector continues to attend IBET meetings. IBET holds a weekly briefing with the Joint Forces Intelligence Unit. This continued in 2011 and 2012.
- ✓ d) increase officer knowledge of domestic violence by providing enhanced training for all front-line officers and investigators  
Will be pursued in 2011 due to changing staff in 2010.  
Staffing due to major investigations in 2011 did not allow this to occur. Two weeks have been set aside in 2012 to conduct the enhanced training sessions.  
An enhanced domestic violence course was provided to a group of front-line officers in 2012.
- ✓ e) foster new partnerships to combat domestic violence issues  
Domestic Violence H.A.R.T. (High Action Risk Team) established as provincially mandated to identify high risk domestic offenders. This continued in 2011 and 2012.

7. Improve public satisfaction and services for victims of crime by providing victims of crime with timely information and support to reduce the impact of crime.

Performance Indicators:

- ✓ a) increase the number of referrals to Victim Services Algoma  
Referrals decreased from 1,416 (2009) to 1,346 (2010).

Referrals decreased in 2011 to 966. (There were 73 on scene/office/phone referrals in this total.)

Referrals were up slightly in 2012 to 1,115. (47 on-scene/office referrals are included in the total.)

- ✓ b) timely contact with victims by investigators (eg. tracking system)  
Contact with victims is being tracked and a baseline will be determined.  
Contact with victims by investigators is now being tracked. In the vast majority of cases the victims are contacted within one day of receiving the Information Action Requests for follow-up.  
A review of the tracking system was completed. Contact with victims within five days is over 95% and within a 1-2 day period, over 75%.
- ✓ c) increase elder abuse presentations  
In 2010, four presentations were made at local senior centres on elder abuse.  
In 2011, eight presentations were made to local senior groups on elder abuse.  
In 2012, changes in staffing resulted in only five presentations to senior groups.
- ✓ d) implement a victim information package for victims or families of sudden death, homicide, and serious injury cases  
Third package is under development.  
The final product should be in use in 2012.  
Package completed and used as required.

## COMMUNITY PATROLS

### **Accountability: Inspector, Patrol Services or Designate**

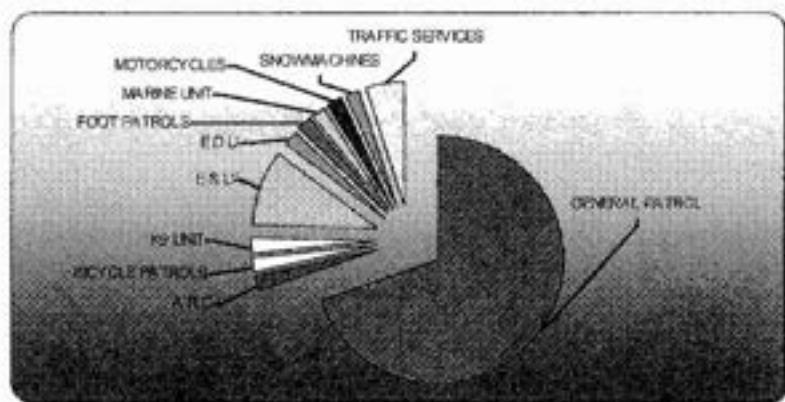
#### **Goals:**

Enhance public safety and security.

Strengthen community partnerships.

Improve the effectiveness of Patrol Services.

Address traffic safety.



#### **Objectives:**

1. Provide a safe and secure community through highly visible, approachable, and proactive policing initiatives.

#### **Performance Indicator:**

- a) establish and maintain dedicated policing model in each of the four policing

- ✓ divisions  
Divisional Policing model was implemented May 1<sup>st</sup> across the four patrol divisions.
- Divisional Policing concept continued to be perfected in 2011 (2nd year) with an emphasis on fostering existing community partnerships along with identifying new relationships to address crime and safety issues.
- A critique of Divisional Policing, mid 2012, resulted in a refocused approach going into the 2013-2015 Service Business Plan cycle that will identify, through analysis and consultation, neighbourhoods and/or business districts that would benefit most from an enhanced police/community partner collaboration. This refocusing, while still maintaining the basic model concept city-wide, will allow for a more comprehensive evaluation in that a single defined neighbourhood, along with its inherent crime and social development issues, will be identified and collaboratively addressed through a multi-agency response.

2. Maintain sufficient community patrols to ensure reliable access to police services.

Performance Indicators:

- ✓ a) enhance knowledge, awareness, and provide orientation to the concepts of community policing both internally and externally using accepted problem solving models (eg. Scanning, Analysis, Response, and Assessment [SARA])  
Supervisors provided in-service training to all four platoons during line-up. Presentations made to City Councillors, Township of Prince, groups and businesses on the concept and approach to "neighbourhood" issues and concerns. Introduced the newly released Ontario Association of Chiefs of Police (OACP) "Community Mobilization and Engagement Policing Model" utilizing the new model as an overlay to make enhanced design changes to Divisional Policing.  
In 2012, through calls for service analysis, more frontline patrol officers were afforded the experience to take ownership for and personally manage recurring situations and incidents in their assigned division providing a "solution" to the reported problem as opposed to simply a police response.
- ✓ b) provide all members with sufficient quality resources, training, and equipment to perform their specific job function  
In-service training provided to patrol officers during line-up. New vehicle designed with speed detection capabilities and shadow markings.  
Continued with orientation and goal setting for frontline patrol personnel around the concept and expectations of Divisional Policing. Changes incorporated in the release of the provincial Community Mobilization and Engagement Policing Model.  
Investment made in new state-of-the-art roadside screening devices to better detect drinking drivers. A second snow machine was put into the fleet in response to increased demands for stepped up patrol. Drug Recognition Evaluation (DRE) and corresponding training continued at the forefront to address the increasing incidents and detection of "drug" impaired drivers.

3. Increase the amount of general directed patrol time within patrol areas.

Performance Indicators:

- ✓ a) evaluate and address the effective use of discretionary patrol time  
Electronic log utilized to review time spent on various calls as well as available "discretionary" time allocated to proactive components of divisional policing. Officer availability (i.e. discretionary time) was monitored specific to divisions, dates, and times. Major crimes in 2011 (homicides) involved the reallocation of staff which had understandable impact on the availability of officers and the ability to fully capitalize on "discretionary time" (Divisional Policing) activities. Supervisor training continued on the use of the CAD "Unit History" query as one more management information tool available to assess officer workload and availability.
- ✓ b) create a more comprehensive reporting format for daily patrol activities  
An amended interim "Officer Daily Reporting Log" was introduced to measure more of the activities related to divisional policing.  
"Officer Daily Reporting Log" revised in 2010 and utilized throughout 2011. Revisions will be made in 2012 to ensure the effective and efficient usability of data captured.  
Options are being explored to move from paper to an electronic "Officer Daily" reporting format.

4. Identify crime trend areas through crime analysis and problem-oriented policing (POP) files to drive development of new partnerships and advance existing ones.

Performance Indicators:

- ✓ a) integrate current policing strategies including intelligence-led policing and community involvement and engagement as part of all divisional crime management and crime prevention initiatives  
Minor realignment of Crime Analyst's duties to better facilitate intelligence-led policing between Intelligence Services, Crime Stoppers, and C.O.R.E. Unit. Patrol officers also met with business owners and associations to introduce divisional policing approach, e.g. Tim Horton's, Downtown Business Association, etc.  
Emphasis on increased "street check" submissions by patrol officers in 2011 augmented capacity to focus strategies consistent with the concept of intelligent-led policing. Latter part of 2011 Crime Analyst function partnered with Sault Ste. Marie Innovation Centre to explore opportunities to merge crime location (occurrence address) information with city geographic and demographic data. Results anticipated mid-2012.  
Collaboration with the Innovation Centre confirmed the density of calls for service (i.e. location, type, date, time and offender) allowing for a proactive, analysis driven, deployment of resources. The Divisional Profile, a product of crime analysis, continued to serve as an invaluable tool for frontline officers.
- ✓ b) educate members as to the strategy of a problem-oriented policing (POP) approach to problem solving

In-service training provided to Patrol officers on POP. Supervisor/Management meetings held to introduce and provide direction on this solutions-based approach.

Patrol supervisors employed the SARA (scan, analyze, respond, assess) Model with subordinates in addressing divisional policing concerns (e.g. park vandalism, bush parties, etc.)

The emphasis continued on strengthening an officer's sense of ownership for his or her assigned division (neighbourhood) and to deploy a "solution" based strategy, SARA model being one, to best address and resolve recurring issues and problems.

✓ c) measure and evaluate results of POP files

Divisional officers worked with the Downtown Association collaboratively to address a number of concerns unique to this area with favourable results.

Continue to build on the positive results realized with officers taking ownership and personally managing the repetitive and typically more minor issues and incidents.

5. Identify and address community concerns through the use of such strategies as problem-oriented policing files and directed patrols.

Performance Indicator:

✓ a) involve community groups and/or neighbourhoods to work in partnership with the Service

Divisional policing "neighbourhood" approach presented to City Councillors regarding concerns in their individual wards and to organizations and businesses e.g. marked increase in solicitation in area of Albert and Gore Streets. Town Hall meeting held.

A mid-2011 partnership initiated between Crime Stoppers, Sault College, the Downtown Business Association, and the Police Service put readily identifiable volunteers (Sault College Law and Security students) into the downtown area on "crime prevention" beat patrols. Regular seasonal meetings were held by the Divisional Officer with the Downtown Business Association, along with other businesses and residents, to respond to concerns (e.g. bicycles, parking, vandalism, etc.)

Building on the successes and the lessons learned from the 2010-2012 Business Plan going forward, into the 2013-2015 cycle, there will be the enhanced emphasis on public safety through divisional policing and working with community agencies consistent with Ontario's Mobilization and Engagement Model of Community Policing. Most notable will be the refocused approach that will identify, through analysis and consultation, neighbourhoods and/or business districts that would benefit most from an enhanced police / community partner collaboration addressing both crime reduction and social development.

6. Address pedestrian and vehicle safety.

Performance Indicators:

✓ a) implement highly visible and alternate methods to promote traffic awareness

through education

Participated in campaigns aimed at seat belts, speeding, traffic control (red lights), commercial vehicles, and distraction device violations. Coordinated inspection lanes with Ministry of Transportation to target unsafe modified vehicles (eg. oversized tires, converted mufflers).

Participated in national campaign "Operation Red Nose" with St. John's Ambulance, rules of the road training with funeral homes for long processions, joint enforcement with CN Police, Ministry of Transportation, and Ministry of the Environment regarding rail concerns, commercial vehicles, and emission standards respectively. Participated in national "Operation Impact" campaign and conducted focused initiatives on motorcycle operations specific to muffler and helmet compliance.

- ✓ b) include traffic safety as an integral part of the divisional crime management and crime prevention initiatives

Divisional Profile report was developed and provides a comprehensive "snapshot" of each patrol division which identifies neighbourhood and traffic safety concerns.

Divisional Profile continued throughout 2011 to be an invaluable resource available to frontline officers. The profile identified issues requiring attention and police intervention within each division as well as traffic safety issues.

Opportunities provided to frontline patrol officers to work and mentor under officers assigned to and specializing in Traffic Services. Allowing each mentoring officer to acquire a more comprehensive understanding of the vital importance of traffic safety from both an education and enforcement perspective.

## CRIME PREVENTION

**Accountability: Deputy Chief of Police or Designate (2010-2011)**

**Accountability: Inspector, Patrol Services (2012)**

### Goal:

To continue to develop and provide innovative and progressive crime prevention strategies and to prevent crime through awareness and education in partnership with the community.



### Objectives:

1. Reduce youth crime and address the community's concerns with youth issues.

### Performance Indicators:

- ✓ a) ensure the VIP (Values, Influences, and Peers) Program for all Grade 6 classes in the community is modified to include current issues and trends related to youth involvement in crime  
Internet safety aspect extended to reflect the increased calls from schools regarding cyber-bullying and online safety.

Bullying and Internet Safety education extended to reflect the increased calls and requests from schools in dealing with these issues. Included the newly developed Take ISSUE (Internet Safety & Sensible Use of Electronic) Program.

In 2012 "Take Issue" was incorporated into the Internet safety component of the VIP program.

- ✓ b) monitor youth crime rate  
Community Services' officers worked with school administrators and teachers to address specific youth crime issues (ie. threats, assaults, mischief, bullying, thefts, etc.). Additional topics in 2011 and 2012 included: harassment and bullying, cyber-bullying, drug use.
  - ✓ c) increase the number of awareness and educational media campaigns relative to youth crime  
The 2010 crime prevention seminar focused on youth crime and violence. Officers attended at the Teen Drop-in Centre on three occasions and the YMCA to speak to youth. Community Safety Net Drug Safety booklets were distributed to all Grade 6 classes. This along with the Racing Against Drugs Program were promoted through the media.  
Developed and presented numerous lectures on new Take ISSUE (Internet Safety & Sensible Use of Electronics) Program. Community Safety Net Drug Safety booklets were once again distributed to all Grade 6 classes. Over 2,190 students received lectures on bullying and cyber-bulling at the Galaxy Theatre during Police Week 2011 and 2012. The Racing Against Drugs Program was also promoted through the media.  
In 2012 seizing on opportunity to highlight "youth and all they can be" the Service participated jointly with the Ministry of Child and Youth Services and brought on 4 students, aged 14 to 17, for an 8 week summer intern/mentoring work experience. Community Services working with Tim Horton's continued with the annual "Earn A Bike Program" that saw 10 local young people receiving new bicycles along with helmets.
  - ✓ d) develop further community partnerships related to reducing youth crime  
Community Services' officers worked with parents, school boards, and other numerous supporting agencies to deal with youth-related concerns. Community Services' officers also dealt with the Indian Friendship Centre, Children's Aid Society, and the Garden River Community Centre on youth-related issues.
2. Continue to increase road safety awareness in the City of Sault Ste. Marie and Township of Prince.

Performance Indicators:

- ✓ a) increase targeted media releases related to specific road safety issues such as speeding, red lights, impaired drivers, distracted drivers, and aggressive drivers  
Media releases issued emphasizing impaired driving, pedestrian safety, seat belt safety, distracted driving, school bus and school zone safety, crossing guard awareness, and related laws. R.I.D.E. Program statistics showed a marked reduction in impaired driving offences. 2011 and 2012 media releases also included winter driving reminders.

- ✓ b) evaluate community concerns related to road safety in Sault Ste. Marie and the Township of Prince  
Officers from Community Services and Traffic Services worked together to evaluate concerns and develop traffic safety and enforcement campaigns. Media was utilized to educate and highlight safety concerns. This continued in 2011 and 2012.
- ✓ c) address number of fatal and motor vehicle accidents  
Pedestrian safety messages and tips were provided to the public on a regular basis in an effort to reduce the number of motor vehicle / pedestrian collisions. Distracted driving offences were emphasized this year through news releases and on the website. Continued in 2012.
- ✓ d) ongoing tracking of enforcement statistics  
In conjunction with the Traffic Services Bureau, Community Services' officers assisted through public awareness media and enforcement campaigns. Safety presentations provided when requested. This continued in 2011 and 2012.
- ✓ e) the development of innovative awareness and education strategies related to road safety  
Community Services' officers presented driving safety seminars at the Senior's Drop-in Centre followed by a question and answer period. Continuing in 2011 and 2012 other initiatives included Drive Wise for Seniors, Driver/Road Safety for a Parkinson's Group, and a presentation on distracted driving education / use of electronics. An electronic message board was installed in the front lobby with programming, developed through the Community Services' Summer Student program, aimed at road safety awareness and education.

3. Continue to reduce property crimes through public awareness of current trends and crime prevention methods.

Performance Indicators:

- ✓ a) targeted media releases dealing with property crime and local trends  
Crime prevention tips were provided on how to crime-proof homes, cars, and other property through daily media releases, officer presentations, and seminars provided to citizens, supporting agencies, and other community groups. Additionally, fraud alerts including computer and Internet-related frauds were added in 2011 and continued in 2012.
- ✓ b) increase the number of community presentations regarding crime prevention  
Safety pamphlets were created and distributed to numerous businesses in response to an increase in theft from vehicle complaints and robberies at local convenience stores and pizzerias. Numerous crime prevention presentations were also provided by officers. There was a marked/significant increase of crime prevention and safety presentations provided by the officers in 2011. 2012 saw additional new audiences in retired steel workers, Salvation Army, and at the F.J. Davey Home Safety Fair. We developed and presented "Workplace Safety – A Police Perspective" at the 2012 Partners In Crime Conference. The

same presentation was delivered to agencies including the Métis Association and Fednor.

✓ c) address property crime rate

Officers attended local businesses and agencies, offered, and provided crime prevention seminars on specific increased crimes. Officers increased property crime prevention media releases. Theft awareness and prevention were included in 2011 in response to a significant increase of incidents involving the theft of copper wire and other metals from local businesses and scrap yards and the resale of those stolen items. The high incidence of thefts from vehicles experienced was responded to by timely and informative preventative measures let out through various mediums (print, Service website etc).

4. Educate residents, community organizations, and businesses regarding crime prevention.

Performance Indicators:

- ✓ a) increase the number of identified crime prevention programs and information on the Sault Ste. Marie Police Service's website available to the Community  
Within the schools, officers promoted the "Kids Safety Zone" link on the Service's website. This site is monitored and all concerns are addressed.

Crime prevention tips were provided for the launch of our updated [www.ssmpls.org](http://www.ssmpls.org)



- ✓ b) increase community awareness of crime prevention strategies through increased media releases and other initiatives

Through media releases and the Chamber of Commerce, public awareness is increased regarding crime trends, frauds, telemarketing schemes, home improvement scams, credit card skimming, counterfeit money, and travelling criminal groups. This continued in 2011 and also included information on Internet-related frauds. In 2012 we continued to adjust the robbery information package developed by Community Services for dissemination, as part of the Service Summer Student Program, to local businesses.

- ✓ c) increase the number of public displays and presentations to community organizations and businesses

This was achieved in 2010. Positive feedback from the public has been very positive. This was again achieved in 2011. In 2012 an electronic messaging board in the front lobby of the Police Service's building was introduced with short vignettes touching on topical crime prevention strategies along with other public service safety messages. Following on the Crime Prevention Through Environmental Design (CPTED) approach, we met with businesses and conducted site evaluations addressing both plant and employee safety and security concerns (e.g. Community First Credit Union). By partnering with the YMCA, Women In Crisis and others, we co-presented sessions on drug awareness to young parents.

## HUMAN RESOURCES

**Accountability: Inspector, Administration Services or Designate**

### **Goals:**

Human resource management is critical to the effective and efficient functioning of the Police Service. The goal of human resource management is to recruit, retain, and train highly skilled and competent staff. Further, to be recognized as a preferred employer, we must invest in the tools and training our members require, focusing on health, safety, and the professional development of our members.



### **Objectives:**

1. Broaden recruitment strategies to promote our Police Service as an employer of choice.

#### Performance Indicators:

- ✓ a) build relationships with area post secondary institutions to promote policing as a profession and our Police Service as an employer of choice (eg. job fairs)  
2010 saw our participation in Sault College's law enforcement career day for local secondary school students. Participation continued in 2011 and 2012.
  - ✓ b) develop youth recruiting initiatives at the secondary school level to promote policing as a profession and our Police Service as an employer of choice  
In 2011, a policing careers presentation was initiated at local secondary schools in collaboration with the High School Liaison Officer program. Officers present to Grade 10, 11, and 12 students on policing as a career, explain educational requirements, and police officer selection processes. Continued in 2012.
  - ✓ c) promote recruiting as a shared responsibility for every member  
This topic was presented to members at the annual in-service training to encourage members to promote our Service as an employer of choice. Topic presented as well in 2011 and 2012.
  - ✓ d) promote the Service's website as a source for employment information  
Design of a new website with enhanced recruiting and employment information began in late 2010. Website completed in 2011. Enhancements continued in 2012.
2. Ensure excellence in our internal and external selection processes; to recruit and secure the best possible personnel.

#### Performance Indicators:

- ✓ a) utilize internal and external selection processes that are fair to all candidates and

effectively identify the best candidates  
A review of the Constable Section and Civilian Selection Process was initiated. Community partnership with Employment Solutions to assist in the civilian process including pre-employment testing.

- ✓ b) develop position profiles and prerequisites  
Majority of job descriptions have been finalized. Prerequisites are being reviewed.
- ✓ c) review transfer process for police officer positions  
Officers submit Skills Development Requests and these are entered into a database. Annual transfers are based on officer requests and the needs of the organization.
- ✓ d) review promotional process for all ranks  
A review was initiated of the current promotional process with involvement from the Police Association.

3. Enhance the succession management strategy for the Service.

Performance Indicators:

- ✓ a) develop a five year staffing plan  
A review was conducted of potential retirements and reported to the Police Services Board to begin a succession planning process.
- ✓ b) train for future succession  
A process was started to review the internal Civilian selection process. Modifications were made to the process in 2011.  
A review was also initiated of the current promotional process with involvement from the Police Association.
- ✓ c) increase participation in continuing education programs  
Achieved in part. Bursary is available for continuing education opportunities for members. Additionally, 90 online courses are available through CPKN.
- ✓ d) review and update the skills inventory database  
Achieved in part - OSL Project was implemented in 2011. OSL became operational in 2012.
- ✓ e) increase training hours for civilian members  
Efforts were made to include civilian members in annual in-service sessions.

4. Promote a positive and healthy work environment.

Performance Indicators:

- ✓ a) increase employee participation in wellness, fitness, and recognition programs  
New E.A.P. provider includes a wellness program (e.g. Eating Well Program.)
- ✓ b) track and manage absences from work

This is currently being achieved through Human Resources and Acclaim Ability Management; however, with the full implementation of OSL immediate supervisors will be more hands-on in managing their subordinates.

- ✓ c) formalize orientation training for transferred / promoted members  
Practice is ongoing and procedure will be finalized for 2012.
- ✓ d) enhance job enrichment and development opportunities for employees  
Joined CPKN as an organization. 90 online courses are available for officers to participate in - to be formalized in 2012. Completed a secondment opportunity with the Batchewana First Nations Police Service. New secondment opportunity with the R.C.M.P. achieved in 2012.

## TRAINING

**Accountability:** Inspector, Administration Services or Designate

**Goal:**

To ensure all members of the Police Service have the requisite knowledge, skills, and abilities to perform his or her work functions in an efficient and effective manner.



**Objectives:**

1. Increase training Service-wide for acceptable standards of service delivery.

**Performance Indicators:**

- ✓ a) ensure staff awareness and training in expected standards of customer service  
Service delivery was covered during annual in-service training for all sworn members. This continued in 2011 and 2012.
- ✓ b) provide quality assurance training on an ongoing basis as described in policy  
Service delivery and policy were covered during annual in-service training for all sworn members. This continued in 2011 and 2012.
- ✓ c) provide Service-wide training on *Accessibility for Ontarians With Disabilities Act (AODA)*  
Delivered web-based training to all members during annual in-service training. This continued in 2011. Added to orientation for all new employees.

2. In consultation with all divisions within the Service, explore and develop effective training opportunities as an alternative to centralized training at the Ontario Police College and Canadian Police College.

Performance Indicators:

- ✓      a) Training Services to partner with all divisions to coordinate opportunities to bring outreach training to the Police Service  
Investigation Services delivered Statement Analysis Course and Crisis Intervention. Traffic Services conducted Radar recertification training.  
Delivered General Investigative Techniques and Major Case Management Courses on site with participation from outside agencies in 2012.
- ✓      b) actively participate in satellite training with other Police Services or other stakeholders where feasible  
Members from other agencies were invited to attend investigative sponsored courses including in 2012 General Investigative Techniques and Major Case Management Courses.
- ✓      c) contact other Police Services and agencies regarding available relevant training opportunities  
Currently in discussions with Greater Sudbury Police Service to deliver drug recognition training to front-line officers. Two members were trained as Drug Recognition Experts in 2011.
- ✓      d) explore, and where feasible, implement further e-learning opportunities  
Software has been ordered. First module is expected in May 2012.  
Adobe Connect e-learning software was installed in 2012. First on-line training modules will be delivered as part of 2013 annual in-service training for all officers.

3. Continue partnership with the OPC's Officer Secondment Program for the benefit of the Police Service as well as the member(s) involved.

Performance Indicator:

- ✓      a) upon expiration of an officer's OPC tenure, utilize officer as a training resource to take advantage of the most recent OPC training curriculum  
Several officers who were seconded to the Ontario Police College have been used to deliver training needs. The Sergeant in charge of Training Services is a former seconded instructor. One officer currently seconded to O.P.C. is assigned to the Basic Constable Training Program. One officer returned from O.P.C. secondment in December 2011 and is assigned to Training Services.

4. Enhance training in relation to evolving issues in policing from a police perspective as well as administrative support.

Performance Indicators:

- ✓      a) increase training in various computer software applications and programs to suit the needs of all staff relative to their job function  
C.A.D. mobile workstation training has been provided to Patrol officers.  
Members received outsourced MS Office training as needed.

- ✓ b) ensure all staff are trained to Adequacy Standard requirements for their specific job functions  
All mandatory training conforms to adequacy standards. Continued in 2012.

5. Ensure members who are identified for possible supervisory or management positions have the requisite training and skills to be competent in those positions.

Performance Indicators:

- ✓ a) provide front-line supervisory course for those officers relieving in a supervisory role for extended periods of time without promotion  
Preliminary contact has been made with the Ontario Police College and arrangements are being considered for the Fall of 2012.  
Delivered 40 hours of supervisor specific in-service training to all Sergeants and Staff Sergeants in 2012.
- ✓ b) provide mid-level management training for identified candidates  
One Staff Sergeant attended the F.B.I. National Academy in 2010.  
Two Staff Sergeants attended the Ontario Police College's L.E.A.D.E.R. Course.
- ✓ c) provide training opportunities for professional development of senior ranks  
One Inspector was enrolled in the Canadian Police College's "Executive Development in Policing Program" in September 2011. Course completion scheduled for 2012.

6. Continue with risk awareness management.

Performance Indicator:

- ✓ a) develop brief training packages to be provided by NCO's at line-up regarding risk issues relative to Patrol and Investigation Services as well as administrative staff, dependant upon subject matter.  
Liquor Licence Act training was delivered at the platoon level within Patrol Services. Line-up training was discontinued in 2012. Online training delivery to begin in early 2013.

7. Establish and maintain a training database and schedule for all mandatory training as directed by Adequacy Standards as well as other training initiatives.

Performance Indicators:

- ✓ a) year-end report by Training Services outlining accomplishments over past year  
This is reported on in the Service's annual report; however, a more detailed report will be tasked for 2012. Training officer tasked with preparation of an annual report on training.
- ✓ b) create and maintain schedule for all training to be held at the Police Service during the forthcoming year  
Training is currently scheduled by Training Services, Patrol Services, and Investigation Services dependent upon the needs of the organization. An online

format to centralize training schedules will be reviewed. Implementation of OSL software included a HR component with a training database. Also an MS Outlook based training calendar was created in 2012 to schedule all training.

- ✓ c) review Skills Development Plan

Achieved in part - policy updated April 2011. An updated Skills Development Plan was in draft stages at the end of 2012. It will be implemented fully in the 2013-2015 business plan.

## POLICE FACILITIES AND INFRASTRUCTURE

**Accountability:** Inspector, Support Services or Designate

### Goals:

To ensure adequate facilities and equipment to provide staff with the necessary resources to perform their duties as well as meet the changing needs of the community and Police Service.



### Facilities - Objective:

1. Assess adequacy of Police Service's facilities and upgrade infrastructure to ensure we are utilizing best options to meet the needs of the Service and community.

### Performance Indicators:

- ✓ a) review consultant's report and prepare a long-term strategy for the Police Service's facility

Long term plans are being prepared from the report dependant upon funding and further investigation into the consultant's recommendations. The City is exploring the viability of contracting a company specializing in asset inventory, management and sustainability to assess the Municipal Facilities with respect to condition and life expectancy. The point is to try to find ways within existing budgets to finance the renewal of infrastructure and/or maintenance issues over a reasonable period of time.

- ✓ b) continue to increase accessibility of the Police Service's building  
Auto door openers were installed on the 4 public washrooms.

- ✓ c) complete a fire pre-plan with the Sault Ste. Marie Fire Services once the main floor renovation is complete

Renovations are complete and pre-plan will be completed in May 2011 with Fire Services' input. Fire Services will annually review the Police Service's building to ensure it meets fire code safety standards. A fire drill was held in July 2012 with Fire Services present. Will continue to have an annual drill.

- ✓ d) continue to upgrade inefficient lighting  
Currently ongoing - researching an ERIP grant to assist. Continuing into 2012.
- ✓ e) assess and determine adequate space and equipment for RMS/CAD training environment  
No physical space remaining in facility. Modifications may be required to existing rooms. In 2011, the Symes Boardroom was utilized for this purpose. The Symes Boardroom was utilized for CAD/RMS training 2012. This facility will continue to be utilized as an undedicated computer resource centre.
- ✓ f) assess security surveillance of Police facilities to ensure a higher degree of safety and security including, if feasible, a swipe card access system for all areas of the building  
Newly renovated areas have swipe card wiring installed.  
MediaSolv has been contracted to replace surveillance and video cameras in 2011. To be completed in Spring 2012. Radio Frequency Identification (RFID) cards were utilized starting in December 2012.
- ✓ g) re-establish Building Security Committee for review of facility security requirements  
Ongoing. As potential issues are identified, they are reviewed by Senior Management with involvement from Service members. Administration Services and Support Services' staff are continuing to review the building security and safety plan.

#### **Fleet - Objective:**

2. Assess fleet to ensure our members have the appropriate vehicles and equipment to safely perform their duties.

#### Performance Indicators:

- ✓ a) assess current plan to replace fleet vehicles to ensure it meets the needs of the Service  
Ongoing to replace leases with purchased vehicles that are beneficial to the Service. Armoured vehicle purchased.
- ✓ b) outfit vehicles with equipment that is energy efficient and has high safety and reliability values  
Four non-priority vehicles remain to be converted in 2011. Ongoing assessment of equipment to ensure operational and safety needs are being met.

#### **Uniforms & Equipment - Objective:**

3. Assess uniforms and equipment to ensure our members have the appropriate clothing and duty gear to perform their duties.

#### Performance Indicators:

- ✓ a) assess and replace, if required, uniform and equipment to maintain high standards in quality, durability, and safety

New wind-stopper sweaters have been issued.  
About 90% of officers have new LED lights from 50% in 2010. Continuing uniform equipment upgrades include, cut resistant duty gloves, embroidered toques, and new forge caps and winter hats with an embroidered crest. Continued in 2012 as this is a recurring goal.

- ✓      b) maintain adequate supply of equipment to issue for new members and replace broken or damaged equipment for current members  
Stock maintained within budget. Continued in 2011 and 2012.
  
- ✓      c) continue to consult Uniform, Clothing, and Equipment Committee on uniform recommendations  
Association representative utilized for input and recommendations. Continued in 2011 and 2012 (ongoing from year to year).

#### **Property & Evidence Management - Objective:**

4. Continue to ensure security of and review long-term needs for evidence and property storage.

#### Performance Indicators:

- ✓      a) assess property and management procedures to ensure the effective management of property and evidence  
Policies have been reviewed. Purging continues to maintain space. New shelves have been installed. We are moving to electronic disposals and bar-coding.  
Bar coding is still in the planning stage and completion is expected in 2012. New outdoor closed-in secure storage for bicycles, motorcycles and gas to be completed in 2012. New shelves installed in old bike shed for long term storage of exhibits. New storage building not proceeded with in 2012 due to higher than anticipated costs. Bar coding equipment was purchased in December 2012 with implementation planned for early 2013.
  
- ✓      b) assess and ensure members are properly trained to maintain a high level of security and organization for evidence and property  
Property personnel were trained to international property officer standards in Fall 2010. Best practices continue to be implemented. This continued in 2011. Property and evidence audit undertaken in 2012.
  
- ✓      c) assess security equipment and procedures to ensure integrity and continuity of property and evidence  
Alarm adequate. New surveillance cameras to be installed in 2011.  
Camera to be installed in 2012 in secure area.  
In 2012, a new alarm system was installed and procedures were reviewed during the above-noted audit. Some procedural changes will be drafted and implemented.

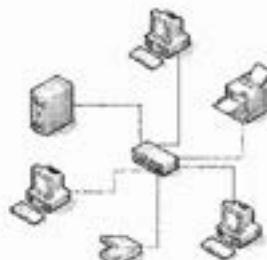
## TECHNOLOGY

**Accountability:** Inspector, Support Services or Designate

### Goals:

To ensure careful planning and effective technology resource management in order to efficiently support and facilitate the needs of the Police Service and community.

*[See also Information Technology Plan 2010 - 2012.]*



### Objectives:

1. Enhance the Police Service's website.

#### Performance Indicator:

- ✓ a) website expansion to have more interaction with the public, including web-based forms that can be filled out online and searchable news archives  
Development of new website contracted.  
Site was launched in 2011. In 2012 the "Keeping Kids Safe" website will also be expanded, and social media integration has been implemented.  
"Keeping Kids Safe" website was updated. Social media integration was expanded to include news releases in all our social accounts.

2. Enhance security for Police Service's technology resources.

#### Performance Indicators:

- ✓ a) implement increased "log-on" security to include "single sign on authentication" as dictated by security requirements  
"Single sign on" deployed on required workstations. The expansion of this to the MDTs was put on hold due to the upcoming transition to Smart cards. Firewall management issues will see this project continue into 2013.
- X b) implement security and encryption software / hardware for all Police portable computers requiring access to Service's resources from outside the Service  
To be completed once MDT project has been fully implemented. Smart Card implementation will be completed in 2012. Smart Cards and Drive Encryption will be installed in 2013 along with the installation of the upgraded MDTs and the implementation of Endpoint on Service laptops to allow secure access to Service network resources.
- ✓ c) ensure workstations are hardened to minimize vulnerabilities that can be exploited  
Pending new computer lease changeover and new server environment in 2011. Ongoing. With the new server environment in place, new antivirus software should be in place during the first half of 2012. New web filters and security safeguards were completed. Ongoing. TrendMicro antivirus software has been implemented. Application control to be implemented and configured in early

- 2013.
- ✓ d) create an environment to test software support as well as network issues to ensure future upgrades can be implemented without risking operational workstation functionality  
Pending implementation of new server environment in 2011. A new server environment was implemented in late 2011. Testing environment will be completed in early 2012. Virtual Environment is up and running allowing test environments to be created and removed whenever needed.
3. Increase and update information technology resources to enhance efficiency as well as ensure communication compliance to Police Service policy and minimize corporate risk.

Performance Indicators:

- ✓ a) implement digital photography and video revised backup procedure and hardware  
Software (vendor) solution selected in 2010. Server environment was completed in late 2011. Revised method for storage and management (MediaSolv) is scheduled for implementation in March 2012. MediaSolv has been implemented, and a new robotic tape library backup system has been put in place.
- ✓ b) improve network monitoring  
Added URL filtering, updated Internet content filtering, and email filtering applications. Spectorsoft monitoring software is scheduled to be implemented in early 2012. Spectorsoft is in place and functioning. Application filter will be implemented in early 2013.
- ✓ c) ongoing training on computer security, network equipment, Service software for Information Technology staff  
IT staff have completed specialized virtualization course to prepare for implementation of new server environment. In 2012 they will complete a second course on virtualization to increase their knowledge on the capabilities of the new system. Training on our network security infrastructure will also take place. Hands on training was received while working with a local IT firm during our mail system upgrade. SSMPs environment specific training with Service Network Security Consultant (NCI) will take place in February 2013.

4. Improve effectiveness of front-line service delivery through advanced technology.

Performance Indicator:

- ✓ a) improve performance and increase access to Service data on the mobile data terminals in patrol vehicles  
Mobile data terminals are operational providing RMS, CPIC, and Computer-Aided Dispatch information to officers while in the cars. System stability has increased with very little downtime resulting in increased usage by officers. More detailed maps and Incident Analyst will be added in 2012 to further improve the performance and increase the information available on the Mobile

Data Terminals. The addition of a cellular data network will take place in 2013, increasing the systems overall speed, flexibility and giving users access to more service resources in the field.

5. Review current data transmission technology from the Police Service to the Court Office and Court House to assess potential cost savings and business efficiency through the implementation of data radio network technology.

Performance Indicator:

- ✓ a) consult with radio communications supplier on feasibility and cost of moving system from the existing tower site to Police Service's building  
Through consultation, it was determined that the design of this move would require more infrastructure than originally anticipated. It was determined not to be cost effective at this time.

6. Examine potential to enhance existing radio transmission technology to improve radio coverage.

Performance Indicator:

- ✓ a) examine feasibility and potential for operational improvement in geographic coverage by moving tactical antenna from existing tower site to Police Service's building  
Tactical channel moved from existing site to tower at Police Service's building

7. Improve organization and planning of large information technology projects.

Performance Indicator:

- ✓ a) form a committee for information technology projects  
As new projects are discussed and considered, implementation teams are established relative to the specific project and area of expertise. Continues as new projects are identified.

**MISSION:**

The mission statement of the Sault Ste. Marie Police Service is "*to enhance the quality of life in the City of Sault Ste. Marie and Prince Township, by working cooperatively with citizenry to enforce the laws, preserve the peace, reduce fear, and provide for a safe environment in a way that strikes the optimum balance between the collective interests of all citizens and the personal right of all individuals.*"

**VISION:**

To serve the people of Sault Ste. Marie and Prince Township; to provide safety and an improved quality of life in the community through excellence in policing.

**VALUES:**

In partnership with the community, we pledge to: Protect the lives and property of our fellow citizens and impartially enforce the law. Fight crime both by preventing it and by aggressively pursuing violators of the law. Maintain a higher standard of integrity than is generally expected of others because so much is expected of us. Value human life, respect the dignity of each individual, and render our services with courtesy and civility.

# **ADDENDUM**

## **REGULAR MEETING OF CITY COUNCIL**

**2013 04 22**

**4:30 P.M.**

## **COUNCIL CHAMBERS**

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the Addendum #1 for the 2013 04 22 City Council meeting as presented be approved.

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

- d) Dan Krmpotich, Co-ordinator – Local Immigration Partnership will be in attendance concerning proclamation – Cultural Diversity Week.
- e) Terry Lemieux will be in attendance concerning agenda item 5.(q).

## **PART ONE – CONSENT AGENDA**

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

- q) Correspondence from Terry Lemieux is attached for the consideration of Council.
- w) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from January 1, 2013 to March 31, 2013 is \$296,866 is attached for the information of Council.
- x) Copy of correspondence from the Mayor to the Premier of Ontario concerning Ontario Lottery and Gaming Corporation "Modernization" process is attached for the information of Council.
- y) Copy of correspondence from the Minister of Finance to the Mayor concerning Ontario Lottery and Gaming Corporation "Modernization" process is attached for the information of Council.

z) **Council Travel**

Mover: Councillor S. Butland

Seconder: Councillor P. Mick

Resolved that Councillor Lou Turco be authorized to travel to the FONOM Board of Director's Meeting, Annual General Meeting and Conference in Parry Sound for (4 days in May) at an estimated cost to the City of \$860 be approved.

**PART TWO – REGULAR AGENDA**

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

- (1) ADMINISTRATION
- (2) COMMUNITY SERVICES DEPARTMENT
- (3) ENGINEERING
- (4) FIRE
- (5) LEGAL
- (6) PLANNING
- (7) PUBLIC WORKS AND TRANSPORTATION
- (8) BOARDS AND COMMITTEES

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

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

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

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

5(q)

---

Presentation to Sault Ste Marie City Council

April 22, 2013

Challenge to Public Works Transportation Refusal to Designate McNabb Street

A Community Safety Zone

Sault Ste Marie Council Meeting April 22, 2013:

Good evening Madam Mayor, Mr. Fratesi, Ms. Tyczinski, Councilors and Fellow Citizens:

Thank you for this opportunity to respond to the report from Public Works and Transportation to designate McNabb Street a Community Safety Zone.

My name is Terry Lemieux and I live on McNabb Street:

Firstly, the study area is limited and did not include all residents who signed the petitions including those who are employed on this street..

For the record, 2 petitions were done from Willow to Lake Streets (1 in the fall and another in March - 2013). The first had 88 signatures for more enforcement. The second petition asked to designate McNabb a CSZ. I knocked on the doors of 124 homes or businesses; 43 did not answer yet garnered **91 signatures**, with 4 saying no. In addition, 28 from St Bernadette Separate School signed for a total of **119**.

There are 44 homes with seniors, many expressed their distress when trying to reverse from their driveway because of the speeding. Many asked the same - where are the police?

This report states that 1 household has children attending St Bernadette School, however, there are another 22 homes with children. It states the importance of a chain link fence at the frontage of McNabb St. Of more importance it also has 3 openings for vehicles and 2 for pedestrians.

It asserts ***it is critical*** to note the school is closing in the Fall of 2014. My information is the Fall of 2015. Regardless of the date, school children will be present in this area for a while yet.

In regards to crossing guards, I have spoken with them and they have told me that on occasion, vehicles have ignored their stop paddles when escorting children.

If you look for the pros and cons of a CSZ, you can find either. For example, at a York Regional council meeting on April 21, 2011, it was recommended that staff continue utilizing CSZ warrant criteria (they had 5 in place). A comparison with other jurisdictions found their criteria consistent. York regional police indicate the CSZ policy is appropriate with strict criteria. In 2012, Richmond Hill revised their criteria dealing with school areas which resulted in 57 new CSZs.

On January 13, 2013, Carleton Place implemented a CSZ with input from residents, the OPP ( who stated CSZ have been successful locally ), Protective services and Traffic Consultants. In the last few years, the cities of Niagara Falls, Peterborough and Collingwood have done likewise. I am confident these communities had a large database of information to draw from. Time and space limit me to continue.

The report declares the implementation of radar displays and school zone flashers when used together - the 85<sup>th</sup> percentile has remained 5-10 km/hr above the 50 km/hr speed limit . If this is the case why aren't they in place permanently? Or are they to be installed?

On Page 4 the report states in-a-matter-of-fact way that for this segment of roadway their "traffic modeling software" indicates we should expect only 5 collisions per year, resulting in injuries or potential fatalities and over a 10 year period a total of 150 collisions should be anticipated. Only 150 . It appears the software doesn't include the personal impact a death, an injury or just being involved in a collision can have. This is disconcerting.

To summarize I am of the opinion the report does not address the conditions on this street which is all we've ever asked for. Many motorists are speeding and the number of signatures attest to this fact.

I have walked along this street hundreds of times in early morn or daytime and have seen many traffic violations. I know a CSZ is not an "all to end all" but with increased police support it is a start. To date police services have not given us what is needed.

I appeal to City Council to reject the recommendation of Public Works and Transportation and implement a Community Safety Zone or initiate an alternative deterrent to address the vehicular disrespect on McNabb Street.

Failing that, we ask for the placement of 50km/hr "speed limit" signs.

Thank you for your time.



# CONFIDENTIAL

## ONTARIO LOTTERY AND GAMING CORPORATION (OLG)

4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8

Ph: 416-224-7047

Fax: 416-224-7002

**Date:** April 19, 2013

**To:** Mayor Debbie Amaroso  
City of Sault Ste. Marie

**Fax:** 705-541-7171

**Email:** mayor.amaroso@cityssm.on.ca

**From:** Jake Pastore  
Director, Municipal & Community Relations

**Message:**

Please note that there will be a financial transaction to your Municipality's account on April 19, 2013 in the amount of **\$296,866**.

This transaction represents the quarterly payment of the 5%-2% allocation from January 1 to March 31, 2013 as per your agreement with the Ontario Lottery and Gaming Corporation on the operation of the **OLG Casino Sault Ste. Marie**. This brings the grand total to **\$21,457,935**.

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

*Giacomo (Jake)*

*Pastore*

Director, Municipal &  
Community Relations

Phone: 416-224-7047

Fax: 416-224-7002

Email: JPastore@OLG.CA

A Proud Community Partner



## NEWS RELEASE

For Immediate Release  
April 19, 2013

### FOURTH-QUARTER PAYMENT TO SAULT STE. MARIE

The Ontario Lottery and Gaming Corporation today issued a fourth-quarter (January to March 2013) payment of \$296,866 to the City of Sault Ste. Marie for hosting OLG Casino Sault Ste. Marie. To date, Sault Ste. Marie has received more than \$21.4 million in non-tax gaming revenue.

As announced on March 12, 2012, OLG is modernizing Ontario's lottery and gaming industry. The effort will increase revenue for the province and create jobs while continuing to support municipalities through a new consistent funding model for towns and cities that host an OLG gaming facility.

"OLG gaming sites provide numerous benefits for host communities across the province," said David Orazietti, MPP. "In addition to job creation and increased tourism, the gaming revenue payments allow municipalities to make significant investments in local priorities to benefit Ontario families."

The OLG modernization effort will help create some 2,300 net new industry jobs and about 4,000 service sector jobs. It will improve how lottery and gaming is delivered in Ontario, and expand OLG's high standards approach to Responsible Gambling.

In 2012-2013, the province allocated \$120 million in gaming revenue to support charities through the Ontario Trillium Foundation, which helps build strong and healthy communities. In addition, every year the Government of Ontario allocates funding to the province's problem gambling prevention, treatment and research programs. The amount for 2012-2013 was \$41 million.

*OLG is a provincial agency responsible for province-wide lottery games and gaming facilities. Since 1975, OLG lotteries, Casinos, Slots, and Resort Casinos have generated more than \$36 billion for the benefit of the Province of Ontario. Proceeds from OLG's operations help support Ontario's hospitals, amateur sport through the QUEST FOR GOLD program, recreational and cultural activities, communities, provincial priority programs such as health care and education, and local and provincial charities.*

[ModernOLG.ca](#)

OLG is modernizing Lottery and Gaming for a better Ontario  
Follow us on Twitter @modern\_olg

[OLG.ca](#)

*"Know Your Limit. Play Within it"*  
THE ONTARIO PROBLEM GAMBLING HELPLINE 1-888-230-3505

Disponible en français

**Casino Sault Ste Marie**  
Municipal Commission Statement  
for the quarter ended March 31, 2013  
Unaudited results, subject to final reconciliation

TOTAL NET WIN (as per IFRS) for the quarter ended March 31, 2013	<u>5,719,559</u>
Municipal Commission 5% of Net Win	285,978
Quarter Ended March 31, 2013 one time payment* (due to difference between IFRS and CGAAP)	10,888
<b>Net to be transferred</b>	<b><u>296,866</u></b>
Transferred via EFT	

\* As per letter dated December 14, 2012, transition payment up to March 31, 2013

Prepared by Corporate Accounting & Reporting



**CASINO REVENUE SUMMARY****City of Sault Ste. Marie****CITY 5% SLOT REVENUE**

	TOTAL	Increase over Previous Year
Total 1999	783,232	
Total 2000	1,292,709	65.0%
Total 2001	1,611,235	24.6%
Total 2002	1,928,143	19.5%
Total 2003	1,915,935	-0.5%
Total 2004	1,870,351	-2.4%
Total 2005	1,577,078	-15.7%
Total 2006	1,455,919	-7.7%
Total 2007	1,530,207	5.1%
Total 2008	1,517,040	-0.9%
Total 2009	1,472,299	-2.9%
Total 2010	1,463,082	-0.6%

**2011**

January 1 to March 31, 2011	342,923	
April 1 to June 30, 2011	340,576	
July 1 to September 30, 2011	379,936	
October 1 to December 31, 2011	343,070	
<b>Total 2011</b>	<b>1,406,505</b>	-3.9%

**2012**

January 1 to March 31, 2012	331,195	
April 1 to June 30, 2012	339,781	
July 1 to September 30, 2012	350,543	
October 1 to December 31, 2012	317,813	
<b>Total 2012</b>	<b>1,339,332</b>	-4.8%

**2013**

January 1 to March 31, 2013	296,886	
<b>Total Funds Received since 1999</b>	<b>21,457,933</b>	

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,567	34%	490,694	15%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-1%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,362	1%
2009	356,734	1%	372,517	-4%
2010	347,647	-3%	373,970	0%
2011	342,923	-1%	340,576	-9%
2012	331,195	-3%	339,781	0%
2013	296,886	-10%		

	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	318,243	3%
2001	473,346	27%	425,450	11%
2002	534,131	13%	470,731	-10%
2003	480,977	-10%	492,231	2%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,618	-10%
2006	388,201	-5%	369,383	-6%
2007	418,484	8%	366,564	-8%
2008	399,403	-5%	376,837	-6%
2009	404,405	1%	338,843	-10%
2010	394,017	-3%	347,449	-3%
2011	379,937	-4%	343,070	-1%
2012	350,543	-8%	317,813	-7%

DEBBIE AMAROSO  
MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

April 15, 2013

Hon. Kathleen Wynne  
Premier – Premier and President of the Council  
Legislative Building  
Room 281, Queen's Park  
Toronto, ON M7A 1A1

Dear Premier Wynne,

During the Ontario Cabinet's visit to Sault Ste. Marie in late February, we were very pleased to hear both Minister Souza's remarks and your point of view concerning the future of the Ontario Lottery and Gaming Corporation, especially the reaffirmation that Sault Ste. Marie is the location of the OLG head office and will remain here during and after the OLG "Modernization" process. It was also very reassuring to hear that there are no plans to move or remove OLG jobs from the community (see Appendix A for further information). This assurance is critical for us to be able to make a business case that persuades potential Ontario lottery and gaming service providers, participating in OLG's modernization and procurement processes, to consider locating their future operations in our community.

We believe having an OLG head office in Sault Ste. Marie has made and will continue to make considerable, practical sense for Ontario.

- It will save money for OLG, the Province, now and into the future;
- It is consistent with the Commission on the Reform of the Ontario Public Service (Drummond Report) recommendations;
- It reaffirms this government's commitment to Northern Ontario and our community - a very explicit commitment made decades ago by a fellow Liberal Premier, David Peterson, as part of his government's Northern Ontario Relocation Program (NORP) policy. As you have indicated, OLG is part of the socioeconomic fabric of this community and region. The importance of this Crown Corporation to the community cannot be understated; and,
- It serves the needs and expectations of current and future OLG employees

### Defining the Term "Head Office"

I write to you today to respectfully request that the Government of Ontario provide explicit direction to the Ontario Lottery and Gaming Corporation concerning the precise definition of what it means to be the "head office". We would also be grateful to know what the Government of Ontario expects OLG to do - in principle, policy and practice – to enshrine Sault Ste. Marie head office as its true corporate operation focal point, a role that this office fulfilled in the past.

OLG senior staff requested that Sault Ste. Marie provide our definition of the OLG head office, which we did a few months ago. In Appendix B-1 and B-2 you will find our definition and supporting background information describing what this City believes this OLG head office should be and why.

#### The Ontario Lottery and Gaming Corporation Head Office should be defined as:

1. The headquarters, main office and centre of operations, finance, accounting, communications, administration and information and technology management. It is seen by the public and OLG employees as the central and primary focal point for Ontario's corporate lottery and gaming activity.
2. The physical location in Ontario (Sault Ste. Marie), where the OLG and possibly related agencies:
  - have their centre of operations for decision-making and oversight of lottery and gaming in the Province;
  - manage and control their "conduct and manage<sup>1</sup>" responsibilities pursuant to the Criminal Code and as it relates to oversight of private sector lottery and gaming operators, including those selected through OLG's current procurement processes; and,
  - undertakes other central functions such as (but not limited to): Information and Communications Technology; Corporate Finance, Accounting and Administration (including payroll, contact/call centre); Brand Management; Player Protection; Responsible Gaming; Social Responsibility; Community Relations; Stakeholder Relations and Government Relations.

While the OLG Board of Directors, like many other public and private corporations, may conduct its meetings in other locations and may have its senior executives located throughout Ontario, the Corporation's head office is recognized as being located in Sault Ste. Marie in terms of corporate policy, practice, form and function. This will include a senior executive presence in the community and a policy to encourage employees to locate in this community.

We respectfully request that this definition be given careful consideration and that you reply to us and OLG management confirming Ontario's understanding of the definition of the OLG head office. Such action on your government's part will recognise a previous Liberal socioeconomic (NORP) policy and commitment to this community and will respond to the legitimate expectations of Northern Ontario citizens.

### **The Ambiguity and Inconsistencies between the OLG Toronto and Sault Ste. Marie Office Roles**

There are number of reasons for requesting more precision and detail on the statements you and your cabinet colleagues have made on this matter. First, in spite of numerous assurances that Sault Ste. Marie's OLG corporate operations are the "head office", as of January 1, 2012 there were 726 employees in Toronto, including all members of OLG's executive team and 387 employees at the OLG York Mills office. This compares to the Sault Ste. Marie office, which only had 587 employees at that time. Toronto is also identified in the Drummond Report and OLG promotional material as a "head office" (refer to Appendix C). Such descriptions in public documents contribute to the ambiguity on the question of the head office location and role.

In December 2002, then Chair and Chief Executive Officer, Ron Barbaro, (Appendix D) wrote to then Sault Ste. Mayor John Rowswell and reassured him the OLG head-office was in Sault Ste. Marie. At the same time Mr. Barbaro and OLG undertook to secure Yonge Street office space (quite expensive relative to Sault Ste. Marie) and started creating a second "head office", conveniently located close to his home. This period in the history of OLG saw significant employment growth in this Toronto office with attendant leakage of OLG employees from Sault Ste. Marie to Toronto, including all of OLG's Executive Team. You will note that even while writing to assure our previous Mayor that the head office was in Sault Ste. Marie, his correspondence's letterhead shows that Mr. Barbaro's "head office" was at 4120 Yonge Street, Toronto.

### **Employee Recruitment Practices**

The OLG approach to recruiting staff appears biased toward encouraging people to locate to the Toronto office instead of the Sault Ste. Marie office. When OLG advertises jobs (refer to attachment D), it indicates that the job location is either in Toronto or Sault Ste. Marie with Toronto generally noted as the first location. It has been the practice of OLG to advertise job competitions for employment for either location at the same time.

There are 5.5 million people living in the Greater Toronto Area. There are approximately 75,000 persons in Sault Ste. Marie. It is clear from analysing basic demographics that the probability of hiring someone from the Toronto area instead of Sault Ste. Marie is not only significant, but very likely.

This is not a level playing field for Sault Ste. Marie, which historically has had an unemployment rate greater than the provincial average. If OLG as a matter of policy initially advertised positions with Sault Ste. Marie identified as being the only job location and these competitions were complimented by a

more aggressive OLG recruitment strategy to attract qualified persons here, we believe this imbalance would, in part, be significantly mitigated. OLG staff in this community and those that come to live and work here tend to have a lower employee turn-over, more disposable income and very often remark that their quality of life has substantially improved, thereby providing the opportunity for OLG to build more consistent and reliable corporate capacity over the long-term as well as saving the organization money.

In its early years OLG successfully operated its head office out of Sault Ste. Marie, prior to the Barbaro era. At that time the CEO, the entire Executive team and at one point even the OLG Chair, were all located in Sault Ste. Marie. It is interesting to note that recent improvements in IT, telecommunications and air travel directly to downtown Toronto have further improved since the time OLG exclusively ran the head-office out of this City, prior to the Barbaro/Harris era.

#### **SSM Lottery and Gaming Business Case**

Third, without a clear and precise head office definition as presented in Attachment B, Sault Ste. Marie is placed at a competitive disadvantage when trying to attract lottery and gaming business here. We have supported OLG Modernization because we believe that our community can become a centre of excellence for gaming and lottery support to companies throughout North America. Some would even say that this facility to support Lottery and Gaming is in our DNA. But if OLG head office activities in SSM significantly decline, our business case for lottery and gaming is greatly diminished. We trust your government will stand up for Sault Ste. Marie. Appendix B-2 provides additional background on all the matters noted here.

#### **Lack of Clarity and Consensus among Ontario civil servants, OLG and Sault Ste. Marie officials on the term "Head Office"**

In discussions among senior Ontario, OLG and Sault Ste. Marie officials there has been a lack of consensus, clarity and a precise definition of the term "head office". It appears to us that there is an important role for you and the Cabinet in providing clarity and precision on this matter. An explicit statement from you and the Minister of Finance on the definition of head-office, and your expectations of OLG would be enormously helpful to Northern Ontario and will further reaffirm our role in the future of lottery and gaming in Ontario.

#### **Commitment to Sault Ste. Marie, Rural and Northern Ontario**

As you were quoted saying in the March 2 Sault Star:

*"What we know is we need to stay very close to this process and make sure the decisions made through the OLG modernization are supportive of a strong economy in the Sault and we are very supportive of that,... David Orazietti is not going to let us back away from that, nor do we want to."*

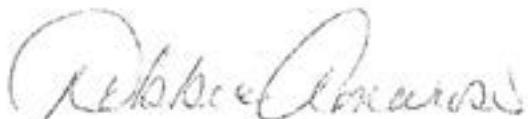
We think that now is the time for your Government to provide further guidance to OLG to demonstrate that decisions being made by Ontario and OLG support a strong Sault Ste. Marie economy. One opportunity that can be implemented in the short term and reinforce this government's commitment to rural and northern Ontario would be to instruct OLG that any future vacant corporate and head-office positions would be filled and located in Sault Ste. Marie, only.

**In Closing...**

The OLG modernization and procurement processes are reaching a critical stage. As you know our community is fully engaged in it and have a positive strategy to attract lottery and gaming operators here. We strongly support your government's engagement in the Ontario lottery and gaming decision-making processes to insure that all Ontario interests are appropriately served.

We are most grateful to have your attention on this matter. It was a delight to meet you and serve as City host to your Cabinet's first meeting outside of Toronto. You were very true to your word and it inspired us. We wish you the very best in your and you Government's efforts to lead Ontario - a place we all call home.

Yours very truly,



Debbie Amaro  
MAYOR

**Cc:**

The Honourable David Orazietti, Minister of Natural Resources and Sault Ste. Marie MPP  
 The Honourable Charles Sousa, Minister of Finance  
 The Honourable Michel Gravelle, Minister of Northern Development and Mines  
 Sault Ste. Marie City Council  
 Mr. Paul Godfrey, Chair, Ontario Lottery and Gaming Corporation Board of Directors  
 Mr. Rod Phillips, CEO, Ontario Lottery and Gaming Corporation  
 Mr. Tom Marinelli, Chief Transformation Officer/ Chief Information Officer, OLG.  
 Mr. Don Mitchell, Chair, Sault Ste. Marie Economic Development Corp.  
 Mr. Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation

**Attachments:**

- Appendix A: Sault Star, March 2, 2013, "No Plans to Move OLG jobs from Sault Premier Says"
- Appendix B-1: Sault Ste. Marie Head Office Definition
- Appendix B-2: Head Office Definition: Background and Perspective
- Appendix C: Detailed Map of the Number of OLG Employees by Location as of January 1, 2012
- Appendix D: Correspondence: December 18, 2002 – Letter from Ron Barbaro, Chair and Chief Executive Officer to John Rowsell, Mayor of Sault Ste. Marie
- Appendix E: OLG – Careers – Career Opportunities, March 18, 2013 – Webpage list of Jobs Advertised

## Appendix A

# The Sault Star

Saturday, March 2, 2013

Sault Ste. Marie, Canada

## No plans to move OLG jobs from Sault, says Premier

ELAINE DELLA-MATTIA  
The Sault Star

Ontario Premier Kathleen Wynne said there are no plans to move OLG jobs from Sault Ste. Marie.

Wynne, during an exclusive interview with *The Sault Star*, said the Ontario government understands the importance of the OLG casino jobs — and the other related gaming industry jobs — to Sault Ste. Marie and its economy.

"We are acutely aware these jobs are important to this community," she said. "(MPP) David Orazietti has been working with us and I can't tell you exactly what the end state will be, but we have no plans to remove those jobs from Sault Ste. Marie."

The message is similar to what Finance Minister Charles Sousa said a day earlier to media prior during the pre-budget consultations he held at Sault College.

Sousa promised Sault Ste. Marie will remain the OLG's gaming headquarters.

"The head office for OLG is in Sault Ste. Marie and that will continue," he said.

The city's Economic Development Corp. has been working closely with a consultant and the OLG in an attempt to retain the existing lottery and gaming jobs and to try to grow the industry.

The OLG and casino employ about 560 jobs with an annual

payroll of about \$45 million per year.

It's predicted annual Sault Ste. Marie casino wages provide another \$15 million a year to the local economy, which currently has a 10% unemployment rate.

OLG is working its way through the modernization process — a process designed to privatize the lottery and gaming sector as a measure to increase revenues for the province.

The 1986 Liberal government under the leadership of David Peterson created the OLG's head office in Sault Ste. Marie as part of its Northern Ontario Relocation Program. The policy was designed to help diversify the North's cyclical economy.

Wynne said policy developed during that time differs from how government develops policy in the current day.

"What we know is we need to stay very close to this process and make sure the decisions made through the OLG modernization are supportive of a strong economy in the Sault and we are very supportive of that," she said. "David Orazietti is not going to let us back away from that, nor do we want to."

### More:

Read more about the Ontario cabinet meeting in Sault Ste. Marie on Pages A2 and A3.

ATTACHMENT B-1**Head Office Definition:**

The Ontario Lottery and Gaming Corporation Head Office is defined as:

1. The headquarters, main office and centre of operations, finance, accounting, communications, administration and information and technology management. It is seen by the public and OLG employees as the central and primary focal point for Ontario's corporate lottery and gaming activity.
2. The physical location in Ontario (Sault Ste. Marie), where the OLG and possibly related agencies:
  - have their centre of operations for the oversight of lottery and gaming in the Province;
  - manage and control their "conduct and manage"<sup>1</sup> responsibilities pursuant to the Criminal Code and as it relates to oversight of private sector lottery and gaming operators, including those selected through OLG's current procurement processes; and,
  - undertakes other central functions such as (but not limited to): Information and Communications Technology; Corporate Finance, Accounting and Administration (including payroll, contact/call centre); Brand Management; Player Protection; Responsible Gaming; Social Responsibility; Community Relations; Stakeholder Relations and Government Relations.

While the OLG Board of Directors, like many other public and private corporations, may conduct its meetings in other locations and may have its senior executives located throughout Ontario, the Corporation's head office is recognized as being located in Sault Ste. Marie in terms of corporate policy, practice, form and function. This will include a senior executive presence in the community and a policy to encourage employees to locate in this community.

2. *Conduct and Manage: the OLG, often referred to as the "operator", is a Crown agency of the Ontario government with responsibility for "conducting and managing" lottery games, a number of casino gambling facilities and charitable gaming centres (i.e. bingo halls with electronic games). The Criminal Code sets out the parameters under which lottery and gaming is legal in Canada. Under the Code, gaming may only be "conducted and managed" by the province or certain licensed entities. OLG "conducts and manages" lottery and gaming on behalf of Ontario, in accordance with the Code. (Source: pg 18 OLG Strategic Business Review)*

**Rationale:*****A Sault Ste. Marie Head Office Location Saves Ontario Money and Supports the Drummond Report Recommendations***

Don Drummond, Chair of the Commission on the Reform of Ontario's Public Services, made a number of recommendations in his report concerning the OLG including:

"OLG should continue to seek new and innovative ways to deliver gaming in Ontario to increase its revenues. These include expanding existing business lines, creating new business lines (as it is doing for Internet

gambling), and leveraging further private-sector involvement. In all such ventures, the OLG must remain mindful of its mandate to promote responsible gaming."

The OLG has proceeded with a modernization strategy that addresses this recommendation. The City of Sault Ste. Marie supports it and has developed a complementary economic development strategy designed to support OLG's efforts increasing its profitability. The Sault Ste. Marie head office provides an opportunity to reduce OLG costs and increase revenue for the Corporation and the private sector operators responsible for generating it.

In addition, post-secondary institutions such as: Algoma University; Sault College of Applied Arts and Technology; Sault Ste. Marie Innovation Centre; and, OLG employee lottery and gaming expertise in Sault Ste. Marie, provide an exceptional base of knowledge, expertise, resources and suitable venue to enable OLG and private sector partners to develop new and innovative ways to deliver revenue generating gaming in Ontario.

#### *Modernizing Lottery and Gaming in Ontario / Strategic Business Review*

- In March 2012, the OLG released its strategy on modernizing lottery and gaming in Ontario. In that strategy is at three recommendations for change:
  - Become more customer-focused.
  - Expand regulated private sector delivery of lottery and gaming.
  - Renew OLG's role in oversight of lottery and gaming.

The OLG also established Guiding Principles for (the organization's) transformation:

- OLG will be a modern, efficient agency operating in the best interests of Ontarians.
- OLG will provide entertainment to Ontarians and visitors alike, while maintaining high, responsible gambling standards.
- OLG will uphold its record of regulatory compliance with standards established and enforced by the Alcohol and Gaming Commission of Ontario.
- OLG will continue to communicate openly with employees and treat them with respect.

It has used these principles as the basis for their implementation of the modernization strategy. These principles are also consistent with an OLG head office location in Sault Ste. Marie.

#### *Sault Ste. Marie Lottery and Gaming Action Plan*

Sault Ste. Marie has embarked upon an economic development strategy based on the following:

- Retaining the Head Office in SSM
  - Oversight i.e., "Conduct & Manage" functions
  - Finance, administration and other activities described in the aforementioned definition
- Securing a private sector operator of OLG lottery
  - Operator will locate in SSM
  - Help Facilitate the transformation of lottery operations to a sustainable SSM centric business model for the private sector operator

- Becoming a "Centre of Excellence" in lottery/gaming
  - pilot projects with OLG & SSMIC/private sector partners
  - Establishing Next Generation Centre of Lottery/Gaming
- Insuring the Retention of Casino positions in the community

This strategy is predicated on a reaffirmation by Ontario that the head office (as defined) is located in the community. Without such a commitment the strategy is not fully attainable.

#### *Northern Ontario Relocation Program and the OLG's Economic Benefits & Contribution to Sault Ste. Marie*

- Ontario's Lottery and Gaming Crown Corporation (OLG) head office was relocated from Toronto to Sault Ste. Marie as a matter of provincial socio-economic policy through the 1986 "Northern Ontario Relocation Program". The program was designed to:
  - establish a greater Ontario government presence in Northern Ontario;
  - help offset the cyclical nature of the region's resource-based economy through employment and increased economic activity;
  - bring highly qualified people (particularly professionals and management expertise) to the region.

The socio-economic policy rationale for relocating these Ontario government operations and agencies is as relevant today as it was in 1986.

- At its peak, OLG employed over 850 people in Sault Ste. Marie, generating a payroll of well over \$60 million annually - most of which was spent in the community – thereby establishing a greater level of economic stability and helped offset the cyclical nature of the region's resource and commodity based economy.
- OLG's Sault Ste. Marie "head office" currently provides approximately \$45 - \$50 million in payroll to approximately 550 to 600 Sault Ste. Marie-based employees. The average wage is estimated at \$80,000 per year. The OLG has attracted IT professionals, managers and other highly qualified people to the community. The economic multiplier effect of this OLG operation in the community is significant as is the direct, indirect and induced employment. The OLG casino operation provides an additional \$15 million in payroll for approximately 300 employees.
- Over the 25 years since being established in Sault Ste. Marie, the Ontario Lottery Corporation and its evolution to the Ontario Lottery and Gaming Corporation have become fundamental elements of the Sault Ste. Marie economy and are achieving the Northern Ontario Relocation Program's policy objectives. Furthermore, the Sault Ste. Marie head office has served as a cost-effective location to operate, where employee turnover in Sault Ste. Marie is relatively low, employment satisfaction high and where in the past OLG has been able to operate as a head office with the majority of its executives headquartered in the city.

**APPENDIX B-2****BACKGROUND****Ontario Lottery and Gaming Head Office: Location and Function****ISSUE:**

There is a lack of consensus, clarity and a precise definition of the term "head office" amongst Cabinet members, senior Ontario public servants and Ontario Lottery and Gaming Corporation (OLG) executives. The OLG Board of Directors appears ambivalent on the issue. In addition, there is no explicit Ontario or OLG policy direction that states that Sault Ste. Marie is the location for such a head office.

In order for Sault Ste. Marie (SSM) to be able to take full advantage of and benefit from the OLG's strategy to modernize lottery and gaming in Ontario, a public statement by the Premier or the Minister of Finance is required that includes an explicit, unambiguous description of what is meant by this "head office" role, function and responsibility (Appendix B-1).

**BACKGROUND:*****The Term "OLG Head-Office" in Sault Ste. Marie is Interpreted Differently by Members of the Ontario Cabinet, OLG senior management, Ontario senior public servants and Sault Ste. Marie***

The Premier, the Minister of Finance, Minister of Natural Resources and MPP David Orazietti have all stated that Sault Ste. Marie is the head office for the OLG. However, in mid-December, as a result of meetings between Sault Ste. Marie Economic Development Corporation (SSMEDC) staff and senior Finance Ministry staff and subsequently OLG executives, it became quite apparent that there are very different perspectives, not only on the OLG head office role and what lottery and gaming related operational and business functions may be centered in Sault Ste. Marie, but also on the true location of the OLG head office itself.

- In discussion with senior Ministry of Finance officials, they clearly indicated that given the fact that all OLG executives and a considerable number of employees were located in their Toronto office, this location was in reality the OLG "head office". This perspective is contrary to the recent public statements made by various members of Cabinet, as well as the Premier, and contrary to the generally held view (particularly by Northern Ontarians) that OLG head office is and will remain in SSM.
- Meetings this winter between Sault Ste. Marie and OLG officials have made it quite clear that the concept of a Sault Ste. Marie-based head office and what that may mean for the community and OLG staff here was an open question and still being determined.
- In spite of this, OLG continues to hire employees with an implicit bias towards recruitment to the Toronto office. It appears that Positions are advertised as having the option of being located either in Toronto or Sault Ste. Marie. There does not appear to be an effort or strategy to recruit individuals on the basis of

09/04/2013

reinforcing the head office function in Sault Ste. Marie. In fact, given the demographics, it is more likely that individuals will be hired and work Toronto office, then the Sault Ste. Marie office. Please refer to attachment be as an example.

#### **ANALYSIS/CONSIDERATIONS:**

##### ***A Government/OLG Policy is Required that Explicitly Acknowledges Sault Ste. Marie Is the Head-office for Lottery and Gaming in Ontario: IT SAVES ONTARIO MONEY.***

A single Ontario Lottery and Gaming head office located in SSM is consistent with the recommendations of the 2011 Drummond Report and aligns with the OLG's Modernization strategy for lottery and gaming in Ontario. The cost of doing business is much less in Sault Ste. Marie as is the cost of living for employees when compared to Toronto. Consequently, it will be more profitable for Ontario, the OLG and the eventual private sector operators of lottery services in Ontario and the casino in Sault Ste. Marie, secured through OLG's current procurement processes.

##### ***OLG Head Office Human Resources Recruitment Strategy for Sault Ste. Marie: IT SAVES ONTARIO MONEY***

With respect to human resources recruitment, OLG officials have said their policy has been to assess the location where the human resource is required and advertise on that basis both internally and externally. In the case of a position where there are no locational requirements, employees or candidate employees are generally offered the option to locate either in Sault Ste. Marie or Toronto. A more proactive stance is required, as a matter of Ontario government and OLG policy, to encourage employees to be located in Sault Ste. Marie. The status quo implicitly favors Toronto as a location and if there is no change in approach and a policy, there will be increasing challenges in maintaining employment levels in Sault Ste. Marie, quite apart from the socioeconomic benefit to the community. Overall, there are many compelling reasons why this makes economic sense both for the employee and the employer. These include: lower employee turnover; greater ability to develop a highly qualified level of expertise and lottery and gaming; higher quality of life and lower costs of living for the employee; and, the challenges of operating in a dense highly urban environment.

The City and Sault Ste. Marie Economic Development Corporation are interested in and should be afforded the opportunity to encourage employees to locate here. Going further, a definitive policy statement which puts the onus on the OLG to maintain a certain percentage or number of its employees in the City may need to be considered.

While it is not too surprising that the head office function has yet to be fully determined or defined by OLG, what is concerning is the perspective by some organizations within the Government of Ontario that the OLG head office isn't really in Sault Ste. Marie.

##### ***Informing OLG of the Government's Position***

As noted the OLG is a Crown Corporation. The Government of Ontario is the sole shareholder of OLG and will continue to be after the Modernization process has been implemented. As such it has a critical role to play in informing the OLG Board of Directors on the Ontario Government's position and policy direction on matters of this nature. OLG executives have a vested interest in maintaining a Toronto office and therefore are in conflict

09/04/2013

with respect to this issue. Policy direction is required by Cabinet to direct the OLG Board of Directors of the government's position on this matter.

***The SSM Lottery and Gaming Action Plan***

The City and the Sault Ste. Marie Economic Development Corporation have developed and are implementing a community comprehensive action plan to support the OLG's lottery and gaming modernization strategy. It is predicated on Sault Ste. Marie being acknowledged by Ontario as the head office for lottery and gaming in the Province. To that end, it is in the interest of the City and Province to define "head office" in a manner that explicitly reaffirms this central and critical operational role for their Sault Ste. Marie office.

***1986 Northern Ontario Relocation Program (NORP) - Decentralizing Provincial Departments and Agencies***

In the late 1980s, the Ontario Premier made plans to decentralize the provincial government and Northern Ontario, including Sault Ste. Marie, was a major recipient of this effort. The policy was designed to spread the wealth and stability that government jobs provided to a variety of more rural areas across the Province. The Northern Ontario Relocation Program (NORP), a component of this plan, saw eight different ministries and agencies encompassing 1,600 government jobs move to Thunder Bay, Sault Ste. Marie, North Bay and Sudbury. Sault Ste. Marie was designated the headquarters of the Ontario Lottery Corp. - an Ontario Crown Corp. Succeeding governments of all Parties have done nothing to indicate a lessening of the commitments of NORP or a change in the OLG head office function in Sault Ste. Marie.

***Sault Ste. Marie has been the Home to the OLG and Its Predecessor Organizations for Over a Quarter Century***

The Ontario Lottery and Gaming Corporation (formerly the Ontario Lottery Corporation) has operated with a head office in Sault Ste. Marie since 1987. Decisions to re-locate OLG staff (including all executives), operations and functions to Toronto and other parts of the Province since then have been management decisions - many of which were inconsistent with the policy noted above.

The location of Government lottery and gaming operations - their role, function, responsibilities, accountabilities, and activities (e.g. the OLG head office) are critical and integral to the overall success of the lottery and gaming modernization strategy in Ontario and the economic future of Sault Ste. Marie. Without a true lottery and gaming (OLG) head office function located in the community (as described in Attachment B-1) the success of this strategy and economic future of the community may be compromised.

## Appendix C

# NUMBER OF OLG EMPLOYEES BY LOCATION

OLG HEAD OFFICES  
OLG LOTTERY LOCATIONS  
OLG CASINOS  
OLG HEAD OFFICES  
OLG REVENUE CASINOS  
OLG HEAD OFFICES  
ABORIGINAL CASINOS



5(x)

## Appendix D

Ontario Lottery and  
Gaming Corporation



Société des loteries et  
des jeux de l'Ontario

2003-01-13  
Council mtg  
Agenda

December 18, 2002

RECEIVED

DEC 20 2002

MAYOR'S OFFICE

4120 Yonge Street  
Suite 420  
Toronto, Ontario  
M2P 2B8

4120, rue Yonge  
Bureau 420  
Toronto (Ontario)  
M2P 2B8

Tel. (416) 224-1772  
Fax (416) 224-7000

Mayor John Rowswell  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive, Level 4  
Sault Ste. Marie ON  
P6A 5N1

Dear Mayor Rowswell:

I am in receipt of your letter addressed to Premier Ernie Eves dated December 9, 2002 and felt compelled to respond directly to you in respect to the Ontario Lottery and Gaming Corporation's position on this issue.

By way of background, in 1990, the Government announced that the head office of the Ontario Lottery Corporation, with a mandate for operating lottery schemes in the Province of Ontario, would be located in Sault Ste. Marie. In June of 1998, the Ontario Lottery Corporation's mandate changed to include the development, operation and management of eighteen slots at racetrack locations and five charity casinos in the province. In April 2000, the Ontario Casino Corporation and the Ontario Lottery Corporation merged to create a new Crown Corporation and the mandate was revised to include further responsibilities for the management of the province's three commercial casinos.

The new Ontario Lottery and Gaming Corporation has a mandate to develop, operate and manage lotteries and casino-style gaming, within twenty-two locations across the province. The OLGC now has over 7000 employees province-wide that require a centralized, fiscal and efficient approach to achieve operational excellence. This will in turn, assist the government in maximizing all benefits for the people, programs and charities of this province.

As you know, our head office and one of our charity casinos are located in Sault Ste. Marie. Our employment at the head office in Roberta Bondar Place has grown over the recent years with a staff of approximately 450 people (its highest point since the relocation in 1990). We have also recently begun renovations to those offices to ensure our Sault staff has state-of-the-art facilities. At the charity casino, we have more than 400 employees who have helped to generate increasing revenue for the city of Sault Ste. Marie.

Let me assure you that we remain committed to our corporate involvement in the Sault and our role as one of the city's largest employers.

Sincerely,

Ron D. Barbaro  
Chair and Chief Executive Officer

cc. Premier Ernie Eves  
Minister David Young

Council  
J. Fratesi, J. Smek

## Appendix E

HOME    LOTTERIES    PRO-LINE    INDIVIDUALS    CHARITABLE GAMING    CONTESTS & PROMOS    ENTERTAINMENT    ABOUT OLG




**Career Opportunities**

Here are our current job openings. Please click on the job title for more information, and apply from that page if you are interested.

Job ID	Job Title	Job Location	Job Location2	Post Date
2013-8476	<a href="#">Manager, Change Management</a>	CA-ON-Toronto	CA-ON-Sault Ste. Marie	3/13/2013
2013-8472	<a href="#">Project Development, Sault Ste. Marie</a>	CA-ON-Toronto	CA-ON-Greater Toronto Area	3/13/2013
2013-8465	<a href="#">Project Manager</a>	CA-ON-Greater Toronto	CA-ON-Sault Ste. Marie	3/12/2013
2013-8463	<a href="#">Project Manager</a>	CA-ON-Greater Toronto	CA-ON-Sault Ste. Marie	3/12/2013
2013-8452	<a href="#">Senior Manager, Transformation</a>	CA-ON-Toronto		3/13/2013
2013-8457	<a href="#">Lottery Supply Chain Analyst</a>	CA-ON-Greater Toronto		3/11/2013
2013-8446	<a href="#">Audit Specialist</a>	CA-ON-London	CA-ON-Sault Ste. Marie	3/8/2013
2013-8438	<a href="#">Customer Support Analyst</a>	CA-ON-Sault Ste. Marie	CA-ON-Toronto	3/7/2013
2013-8424	<a href="#">Charitable Gaming Implementation Analyst</a>	CA-ON-Toronto	CA-ON-Sault Ste. Marie	3/5/2013
2013-8370	<a href="#">WebSphere Administrator</a>	CA-ON-Toronto	CA-ON-Sault Ste. Marie	3/12/2013
2013-8273	<a href="#">Legal Counsel</a>	CA-ON-Toronto		1/28/2013

Page 1 of 1

**Job Search Agent Options:**

You can save these search settings as an agent, meaning an email will be sent to you every time a new opening matches your criteria. If you would like to create an agent, please fill out the form below and click the create button.

Name of Agent:

Use this form to perform another job search:

5(y)



7<sup>th</sup> Floor, Frost Building South  
7 Queen's Park Crescent  
Toronto ON M7A 1Y7  
Telephone: 416 325-0400  
Facsimile: 416 325-0374

7<sup>th</sup> étage, Édifice Frost sud  
7, Queen's Park Crescent  
Toronto ON M7A 1Y7  
Téléphone : 416 325-0400  
Télécopieur : 416 325-0374

APR 16 2013

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

Dear Mayor Amaroso:

I am responding to your letter to the former Minister of Finance, Dwight Duncan, requesting a meeting to discuss the Ontario Lottery and Gaming Corporation's (OLG's) Modernization Plan and the future of its Sault Ste. Marie Head Office. I know this is an important issue to you and I am pleased to respond.

I want to assure you that the OLG offices in Sault Ste. Marie will continue to operate and this government remains committed to supporting your community.

As you are aware, on December 14, 2012, the OLG released a Request for Pre-Qualification (RFPQ) related to lottery sales in Ontario. The RFPQ will close on April 4, 2013. This process will engage private sector companies with expertise on building and running daily lottery operations, introducing new sales channels for lottery products, and developing new technology and games for lottery terminals.

I understand that during the last phase of the procurement process, the Request for Proposals (RFP), OLG will develop more detailed plans to ensure stability for OLG's employees and customers, including a requirement for the service provider to retain employees in their current geographic locations, particularly in Sault Ste Marie.

I have taken the liberty of forwarding a copy of your comments to Mr. Rod Phillips, President and Chief Executive Officer of OLG, to make him aware of the important concerns you have raised. I appreciate your taking the time to share your thoughts.

**RECEIVED**  
APR 19 2013  
**MAYOR'S OFFICE**

.../cont'd

5(y)

- 2 -

Thank you for writing.

Sincerely,



Charles Sousa  
Minister

c: The Honourable Kathleen Wynne, Premier of Ontario  
The Honourable Michael Gravelle, Minister of Northern Development and Mines  
Rick Bartolucci, MPP, Sudbury  
David Orazietti, MPP, Sault Ste. Marie  
Rod Philips